



Bella Mente Montessori Academy

Board of Directors

Scott Moote, President
Daniel Niebaum, Treasurer
Greg McGuire,
James Smith

Bella Mente Charter School Special Board Meeting Agenda September 9, 2025

Meeting Location: 1737 W. Vista Way, Vista, California 92083

Virtual participation: <https://attendee.gotowebinar.com/register/2733304992588887135>

(BMMA endeavors to provide virtual public participation on a voluntary basis. This option may not be provided for all Board Meetings.)

You can also dial in using your phone.

United States: 1 (631) 992-3221

Access Code:623-447-287

IMPORTANT NOTICE: Members of the public can view the meeting via livestream and can participate in the meeting electronically via GotoWebinar. Members of the public who would like to address the Board may do so in person at the meeting location, or may do so electronically by emailing board@bellamentecharter.org prior to start of the meeting to request a hold card / time to speak, or by responding when the Board Chair confirms public commenters for each item. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Members of the public need not submit their comments in advance.

CLOSED SESSION: at 6:30 PM (NONE)

OPEN SESSION: when the closed session adjourns

I. Call to order, roll call and establishment of quorum

Moved By		Seconded By	
----------	--	-------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

II. CLOSED SESSION (None)

A. Public comment on closed session items

1. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- NONE
2. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - NONE
3. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE

WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) and/or §54956.9(d)(4) - NONE

4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION NONE

III. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

Moved By		Seconded By	
----------	--	-------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

A. REPORTABLE ACTION ITEMS CONSIDERED IN CLOSED SESSION

B. NONAGENDA PUBLIC COMMENTS (20 MINUTES TOTAL)

PUBLIC COMMENTS/COMMUNITY MEMBERS: Any member of the public who wishes to speak to an agenda item not on the agenda but regarding school business may do so at this time. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Individual speakers will be allowed up to three (3) minutes to address the Board on each agenda or non-agenda item, and the Board will limit the total time for public comments on each item to twenty (20) minutes.

In an effort to hear as many speakers as possible, comment times may be shortened by the Board Chair (depending on the number of speakers on any agenda or non-agenda item). The Board Chair may also extend the time limits for comments, and/or may move additional comments beyond a specific time allotment to later in the meeting, in order to provide sufficient time for the Board to conduct the Board's business during the meeting.

Bella Mente Charter School welcomes your participation at Board meetings. Your participation assures us of continuing community interest in our school.

C. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the September 9, 2025 Board of Directors Meeting.

Moved By		Seconded By	
----------	--	-------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

D. DISCUSSION ITEMS

- Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates. NONE
- Monthly Financial Board Report** - Joshua Eng, Regional School Business Director from CSMC will report on the monthly financial report. NONE
- Campus Report**- Patrick Broughton, Director of Compliance will report on performance updates. NONE

4. **Enrollment Report-** Gladys Espino, Director of Support Services: NONE

E. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

1. Minutes from the 06/10/2025 Board of Directors Meeting
2. Check Registers - 06/2025
3. Check Registers - 07/2025
4. Check Registers - 08/2025
5. Recommended action on the personnel activity list
6. CCSA Membership Invoice \$6,784.00
7. LunchAssist 3 Year Agreement - \$ 12,150.00
8. Moody's Investors Service \$8,000.00
9. AT10 Education, LLC SELPA 2025-2026 Master-Contract
10. Psyched Services SELPA 2025-2026 Master-Contract
11. California Charter Schools Association Membership Invoice \$6,784.00
12. Levy Audiology SELPA 2025-2026 Master-Contract
13. Richard & Richard Asphalt Change Order 1 \$19,533.50
14. Richard & Richard Asphalt Change Order 2 \$30,156.51
15. Richard & Richard Change order 3 \$18,928.92
16. Boys and Girls Club of Vista MOU 25-26 \$418,000
17. HES Transportation MOU 2025
18. Yas Shirinzadeh - Independent Contractor Agreement
19. Palomar Family Counseling Service - Independent Contractor Agreement

Executive Director's Recommendation: Approve Consent Calendar
Public Comment

Moved By		Seconded By	
-----------------	--	--------------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

F. DISCUSSION/ACTION ITEMS

1. Approval of 24-25 Unaudited Actuals

Executive Director's Recommendation: Approve
Public Comment

Moved By		Seconded By	
-----------------	--	--------------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

2. Approval of 24-25 Prop 28 Annual Report

Executive Director's Recommendation: Approve
Public Comment

Moved By		Seconded By	
-----------------	--	--------------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

3. The Board will recognize and express appreciation for Director Dan Niebaum's service and consider acceptance of his resignation from the Board of Directors, effective September 9, 2025.

Executive Director's Recommendation: N/A
Public Comment

Moved By		Seconded By	
-----------------	--	--------------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

4. The Board will consider and take action to elect Greg McGuire as Secretary and James Smith as Treasurer for the remainder of the current officer term

Executive Director's Recommendation: Approve
Public Comment

Moved By		Seconded By	
-----------------	--	--------------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

IV. ADJOURNMENT

Moved By		Seconded By	
----------	--	-------------	--

AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

End of Meeting at:

Next Meeting: October 14, 2025

Instructions for Comments to the Board by Members of the Community

Bella Mente Charter School welcomes your participation at meetings of the Board of Directors. The purpose of the Board's public meeting is to conduct the affairs of the school in public. We hope that you will visit these meetings often and your participation assures us of continuing community interest in our school. To assist you in speaking/participating in our meetings, the following guidelines are provided.

1. The agenda is available to all community members. Please note that the order of consideration of items on the agenda may be changed without prior notice.
2. Community members who wish to speak on any agenda items or under the general category of "Public Comment" will be given an opportunity to do so.
3. "Public Comment" is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The Board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to board@bellamentecharter.org. If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item. There is no right to have an item placed on the agenda.
6. Any person with a disability who requires a modification or a reasonable accommodation, including auxiliary aids or services, to participate in a public meeting of the Board of Directors may request such modification or accommodation by contacting Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org. Please make any requests at least 12 hours prior to the meeting.
7. For more information concerning this agenda, please contact Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org.

Approved on: _____

Signature of Board Member

Signature of Board Member

--	--

Name:	Name:



Bella Mente Montessori Academy

Board of Directors

Scott Moote, President
Daniel Niebaum, Treasurer
Greg McGuire
James Smith

Bella Mente Charter School Board Meeting Minutes June 10, 2025

Meeting Location: 1737 W. Vista Way, Vista, California 92083

Virtual participation:

<https://global.gotowebinar.com/join/notStarted.tmp?jsessionid=27F451553FBF940FCB3A4B3579A26B6C?webinar=667589823152856153>

(BMMA endeavors to provide virtual public participation on a voluntary basis. This option may not be provided for all Board Meetings.)

You can also dial in using your phone.

United States: +1 (631) 992-3221

Access Code: 316-764-868

Closed Session: at 6:39 PM

Open Session: when the closed session adjourns

IMPORTANT NOTICE: Members of the public can view the meeting via livestream and can participate in the meeting electronically via GotoWebinar. Members of the public who would like to address the Board may do so in person at the meeting location, or may do so electronically by emailing board@bellamentecharter.org prior to start of the meeting to request a hold card / time to speak, or by responding when the Board Chair confirms public commenters for each item. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Members of the public need not submit their comments in advance.

CLOSED SESSION: at 6:30 PM (NONE)

OPEN SESSION: when the closed session adjourns

I. Call to order, roll call and establishment of quorum

Moved By	<i>DN</i>	Seconded By	<i>GM</i>
-----------------	-----------	--------------------	-----------

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

II. **CLOSED SESSION (None)**

A. Public comment on closed session items

1. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- NONE
2. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - NONE
3. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) and/or §54956.9(d)(4) - NONE
4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION NONE

III. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

Moved By	DN	Seconded By	GM
----------	----	-------------	----

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

A. REPORTABLE ACTION ITEMS CONSIDERED IN CLOSED SESSION

B. NONAGENDA PUBLIC COMMENTS (20 MINUTES TOTAL)

PUBLIC COMMENTS/COMMUNITY MEMBERS: Any member of the public who wishes to speak to an agenda item not on the agenda but regarding school business may do so at this time. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Individual speakers will be allowed up to three (3) minutes to address the Board on each agenda or non-agenda item, and the Board will limit the total time for public comments on each item to twenty (20) minutes.

In an effort to hear as many speakers as possible, comment times may be shortened by the Board Chair (depending on the number of speakers on any agenda or non-agenda item). The Board Chair may also extend the time limits for comments, and/or may move additional comments beyond a specific time allotment to later in the meeting, in order to provide sufficient time for the Board to conduct the Board's business during the meeting.

Bella Mente Charter School welcomes your participation at Board meetings. Your participation assures us of continuing community interest in our school.

C. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the June 10, 2025 Board of Directors Meeting.

Moved By	DN	Seconded By	GM
----------	----	-------------	----

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

D. DISCUSSION ITEMS

1. **Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates. N/A Part of presentation
2. **Monthly Financial Board Report** - Joshua Eng, Regional School Business Director from CSMC will report on the monthly financial report. N/A Part of presentation
3. **Campus Report**- Patrick Broughton, Director of Compliance will report on performance updates. ONE
4. **Enrollment Report**- Gladys Espino, Director of Support Services: ONE

E. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

1. Minutes from the 04/08/2025 Board of Directors Meeting
2. Check Registers - 04/2025 and 05/2025
3. Recommended action on the personnel activity list
4. BMA EL and RFEP Resource and Forms Packet
5. BA Quote Bella Mente Montessori Academy 5-6-25 \$787.05
6. Cuyamaca Agreement 2025-26 \$9,000.00 - **updated amount and Agreement to be re-submitted under 08/12/2025 Board**
7. PowerSchool Agreement PS SIS 2025-26 \$7,507.40
8. Boys and Girls Club of Vista, Inc MOU ELOP 25-26 \$305,000
9. BMA EL and RFEP Resource and Forms Packet
10. Independent Contractor Agreement 25-26 - Turvey_C
11. Staff Calendars 2025-26 Addition of Jan. 28 Minimum Day and Removal of August 8 as a staff day
12. Powerschool Renewal Quote SIS Hosted Subscription 2025-26 \$7,227.73
13. Project Alert Agreement for 4.1.25-6.30.25 - Receipt of funds \$5,000.00
14. Project Alert Agreement for 7.1.25-6.30.26 - Receipt of funds \$5,000.00
15. Bridge The Gap Sped, LLC SELPA 2025-2026 Master-Contract
16. Every Special Child LLC SELPA 2025-2026 Master-Contract
17. ClubXcite SELPA 2025-2026 Master-Contract
18. Soliant Health LLC SELPA 2025-2026 Master-Contract
19. Braille Abilities LLC SELPA 2025-2026 Master-Contract
20. EMH SPORTS USA SELPA 2025-2026 Master-Contract
21. Austin Texas Learning Group LLC SELPA 2025-2026 Master-Contract
22. Comprehensive School Safety Plan CSSP including Instructional Continuity Plan 2025-2026
23. Infinity Communications and Compliance, Inc. Agreement 2025-26
24. OPEN POs Budget 25-26
25. Updated Independent Educational Evaluation (IEE) Policy
26. Family Handbook 25-26
27. Schoolwide Social-Emotional Curriculum
28. Exact Path-Edmentum \$23,082.20
29. Reveal Math 3 year \$4,428.27
30. Amira Reading Difficulties Risk Screener
31. Multitudes Reading Difficulties Risk Screener
32. R&R Construction- Repair Retaining Wall- \$9,025
33. R&R Construction- Replace Storefront Door- \$10,120
34. BrightArrow Technologies Estimate 1010 Annual Subscription \$787.05
35. Asphalt Repair Quote \$98,180.00
36. Top Notch Meal Service Contract Amendment \$235,633.41

Executive Director's Recommendation: Approve Consent Calendar

Public Comment

Moved By	<i>DN</i>	Seconded By	<i>GM</i>
-----------------	-----------	--------------------	-----------

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

F. DISCUSSION/ACTION ITEMS

1. Review and Approval of the 2025 Local Indicator Results

Executive Director's Recommendation: Approve
Public Comment

Moved By	<i>SM</i>	Seconded By	<i>JS</i>
-----------------	-----------	--------------------	-----------

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

2. Annual Resolution for the Education Protection Account funds (EPA)

Executive Director's Recommendation: Approve
Public Comment

Moved By	<i>DN</i>	Seconded By	<i>GM</i>
-----------------	-----------	--------------------	-----------

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

3. Final Read and approval of 25-27 LCAP

Executive Director's Recommendation: Approve
Public Comment

Moved By	<i>SM</i>	Seconded By	<i>DN</i>
-----------------	-----------	--------------------	-----------

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

4. Approval of 2025-26 Consolidated Application (ConApp)

Executive Director's Recommendation: Approve
Public Comment

Moved By	DN	Seconded By	GM
-----------------	----	--------------------	----

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

5. Approval of 2025-26 Insurance Proposal

Executive Director's Recommendation: Approve
Public Comment

Moved By	SM	Seconded By	JS
-----------------	----	--------------------	----

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

6. Discussion and Approval of 2025-26 Preliminary Budget

Executive Director's Recommendation: Approve
Public Comment

Moved By	DN	Seconded By	GM
-----------------	----	--------------------	----

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

7. Annual Board Training

Executive Director's Recommendation: NA
Public Comment

Moved By	SM	Seconded By	DN
-----------------	----	--------------------	----

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

IV. ADJOURNMENT

Moved By	<i>DN</i>	Seconded By	<i>JS</i>
-----------------	-----------	--------------------	-----------

AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Dan Niebaum
X				Greg McGuire
X				James Smith

End of Meeting at:

Next Meeting: August 12, 2025

Instructions for Comments to the Board by Members of the Community

Bella Mente Charter School welcomes your participation at meetings of the Board of Directors. The purpose of the Board’s public meeting is to conduct the affairs of the school in public. We hope that you will visit these meetings often and your participation assures us of continuing community interest in our school. To assist you in speaking/participating in our meetings, the following guidelines are provided.

1. The agenda is available to all community members. Please note that the order of consideration of items on the agenda may be changed without prior notice.
2. Community members who wish to speak on any agenda items or under the general category of “Public Comment” will be given an opportunity to do so.
3. “Public Comment” is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The Board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to board@bellamentecharter.org. If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item. There is no right to have an item placed on the agenda.
6. Any person with a disability who requires a modification or a reasonable accommodation, including auxiliary aids or services, to participate in a public meeting of the Board of Directors may request such modification or accommodation by contacting Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org. Please make any requests at least 12 hours prior to the meeting.
7. For more information concerning this agenda, please contact Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org.

Approved on: _____

Signature of Board Member

Signature of Board Member

Name:	Name:

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
	Bank: Belle Mente General - Chase Bank	Account no: 131880730	
06/20/2025	V003798--Amazon Capital Services	01JY4WNB8110SCHNMWJEV SSTN1	409.90 06/30/2025
06/04/2025	V003798--Amazon Capital Services	01JWVPY0JM6F7GGFP92EAX AXMG	631.34 06/30/2025
06/02/2025	V003798--Amazon Capital Services	01JWHCMA5YDW0S8SGKS4D 40PSH	193.15 06/30/2025
06/20/2025	V021523--Boys & Girls Club of Vista, Inc.	01JY4WEJ3J3V0D10VSWVFV 4Q3B	24,216.54 06/30/2025
06/04/2025	V014764--California Office Cleaning, Inc.	01JWVPXBNBAS8NJP9TJ5W WTDAS	11,033.00 06/30/2025
06/25/2025	V004070--Cardmember Service - PO Box 6294	4011	3,917.87 06/30/2025
06/23/2025	V000003--Charter School Management Corporation	01JY7EZB7Q5JG3XZZ2Q3D1K YQR	12,500.00 06/30/2025
06/26/2025	V003242--CINTAS CORPORATION - 29059	01JYMB095A2WCFNHCGG52 TPT48	57.65 06/30/2025
06/23/2025	V003242--CINTAS CORPORATION - 29059	01JY7F47GC2T9XAGGZ78T5 RX5V	115.30 06/30/2025
06/20/2025	V003242--CINTAS CORPORATION - 29059	01JY4WMD3TC4SM4KHZTE5 DGQ3Z	57.65 06/30/2025
06/04/2025	V003242--CINTAS CORPORATION - 29059	01JWVPX0MJ1D1JEZFRVSC EH0P	57.65 06/30/2025
06/26/2025	V004012--Club Xcite	01JYMAV9M4C7D1C222TCQH 5Q3M	1,155.00 06/30/2025
06/20/2025	V004012--Club Xcite	01JY4WEPZR1NFD4S76R265 MX66	4,255.65 06/30/2025
06/06/2025	V013192--Cristianna Turvey, M.S CCC-SLP	01JX0V5XMAFMM18SQPVAF X8J95	16,048.00 06/30/2025
06/20/2025	V003246--Department of Justice	01JY4WFO66FJY6XKFSR4YV C892	98.00 06/30/2025
06/26/2025	V019960--EcoGuard Pest Management	01JYMAZG3BA1V67TDKZDJJ V6YT	144.00 06/30/2025
06/06/2025	V019960--EcoGuard Pest Management	01JX0V4AANE96VVHHVFFYQ 0QGM	144.00 06/30/2025
06/20/2025	V004175--EMH Sports USA Inc	01JY4WFCNM4GHH8WEY6G9 270D3	3,985.00 06/30/2025
06/02/2025	V008878--First Student Inc.	01JWKYXHSB6VCA8VWDZ0C EF0P5	867.00 06/30/2025
06/02/2025	V008878--First Student Inc.	01JWKYXHSB6VCA8VWDZ0C EF0P5	867.00 06/30/2025
06/26/2025	V016707--Gopher	01JYMAZVP74DB1YZ5BJQBV A6EH	484.27 06/30/2025
06/20/2025	V013993--Hanna Plumbing & Supply, Inc.	01JY4WNMCM2H9RXCKNT9G K0AAR	475.00 06/30/2025
06/26/2025	V009434--Johnson Controls Security Solutions	01JYMAZJEE6K0GJ3QGT6JG AFGV	2,450.21 06/30/2025
06/23/2025	V004418--Kaiser Foundation Health Plan Inc	01JY7EYYQ8FN0YB69V6E2S MR2K	22,635.03 06/30/2025
06/20/2025	V021524--Kayone Manged Service Provider Inc.	01JY4WHCB80N3C7FYP1M85 QC00	3,300.00 06/30/2025
06/04/2025	V021524--Kayone Manged Service Provider Inc.	01JWVP80M439PTNJ1TGV7W R1RV	3,300.00 06/30/2025
06/04/2025	V024696--Levy Audiology, P.C.	01JWVQ35F65H013RCGSMM A8DA3	175.00 06/30/2025
06/04/2025	V009974--MJ Akerland, RN, A Professional Nursing Corpora- tion	01JWVPYW98700GKHSVYXS TQ9F4	1,305.00 06/30/2025
06/20/2025	V013382--National Benefits Services, LLC Non-ERISA	01JY4WVF1HXD8GE9T461QGV 9NV4	8,404.88 06/30/2025
06/20/2025	V019015--Nido Marketing LLC	01JY4WJVKBKA4NBQWZM9A BHV4S	298.00 06/30/2025
06/26/2025	V010278--Ontario Refrigeration, Inc.	01JYMAVCMJ3ADYKVV4SHR 2CS0T	1,254.00 06/30/2025
06/02/2025	V010278--Ontario Refrigeration, Inc.	01JWHCJYSEFQ87V4A0HK40 M2RQ	629.24 06/30/2025
06/26/2025	V010336--Palomar Family Counseling Service, Inc.	01JYMAZ50A64JY2N3G5B1K2 YPN	3,648.00 06/30/2025
06/27/2025	V003459--Payroll		1,221.67 06/30/2025
06/24/2025	V003459--Payroll		34,832.40 06/30/2025
06/24/2025	V003459--Payroll		81,104.74 06/30/2025
06/09/2025	V003459--Payroll		37,977.95 06/30/2025
06/09/2025	V003459--Payroll		98,080.70 06/30/2025

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
06/04/2025	V003459--Payroll		19,340.67 06/30/2025
06/23/2025	V024660--Practi-Cal, Inc.	01JY7F34EW8HASJB9N9NY E2MK	4,000.00 06/30/2025
06/26/2025	V022674--Richard Olinger Electric Inc.	01JYMAXXY87MQR0MRSNFH SZ1C8	6,425.00 06/30/2025
06/20/2025	V022674--Richard Olinger Electric Inc.	01JY4VHWM648TK4667KQB5 64VW	18,500.00 06/30/2025
06/06/2025	V022674--Richard Olinger Electric Inc.	01JX0V1QFJ5MHVHTZQ9Y95 5MVV	1,050.00 06/30/2025
06/02/2025	V000080--San Diego Gas & Electric	01JWHCMXDE5AKBMNS5EQ E37M64	1,651.79 06/30/2025
06/02/2025	V000080--San Diego Gas & Electric	01JWHCMXDE5AKBMNS5EQ E37M64	3,721.13 06/30/2025
06/06/2025	V019007--San Diego Zoo Wildlife Alliance	01JX0V2FQ6CATX1MGAERQ CDQ69	130.00 06/30/2025
06/26/2025	V004846--Schola - 2942 N 24th St	01JYMB027Y73PXM12HPKG Q566	4,333.33 06/30/2025
06/23/2025	V006126--Scoot Education Inc. - 5670	01JY7F1WQZBA7456R93G90Z DND	5,780.00 06/30/2025
06/26/2025	V010975--Shutterfly Lifetouch, LLC - Accts Receivable	01JYMB1R050BK4WCPVC6KF 5WNS	727.36 06/30/2025
06/20/2025	V011053--Soliant Health, LLC	01JY4WJ1AB4EPVGRPTSMV3 63FR	3,008.00 06/30/2025
06/04/2025	V011053--Soliant Health, LLC	01JWVPGNX25APNZGJV6KQ FRZHK	1,692.00 06/30/2025
06/26/2025	V011210--Superintendent of Schools-Outdoor Ed	01JYMB04918H26P90K94FX5 P2T	4,951.02 06/30/2025
06/04/2025	V005639--Swank Movie Licensing USA	01JWVQ3K20A3Y5SS15CWW FTEN1	668.00 06/30/2025
06/04/2025	V011480--Top Notch Catering - PO Box 1383	01JWVPWB8MBBN43TDZ1FR Q8WMQ	22,719.52 06/30/2025
06/04/2025	V014670--Transparent Classroom	01JWVP75HQ7J9XP1BMKMS T730A	698.00 06/30/2025
06/26/2025	V024610--USA Removals	01JYMAXHBM7K2DWXZJ6XJT YDBY	400.00 06/30/2025
06/20/2025	V011687--VendorMax, Inc.	01JY4WKPEY6YRSQ1DVKR5 P2JQS	36.00 06/30/2025
06/26/2025	V011719--Vista Irrigation District	01JYMATMPE75FDDVK2FXH8 V4TN	234.60 06/30/2025
06/26/2025	V011719--Vista Irrigation District	01JYMATMPE75FDDVK2FXH8 V4TN	169.12 06/30/2025
06/26/2025	V011719--Vista Irrigation District	01JYMATMPE75FDDVK2FXH8 V4TN	617.36 06/30/2025
06/26/2025	V011719--Vista Irrigation District	01JYMATMPE75FDDVK2FXH8 V4TN	113.70 06/30/2025
06/26/2025	V011719--Vista Irrigation District	01JYMATMPE75FDDVK2FXH8 V4TN	353.63 06/30/2025
06/04/2025	V005227--Waseca Biomes	01JWVQ2YSC8TNXMTD60592 5MPK	484.00 06/30/2025
06/20/2025	V011759--Waste Management PO BOX 541065	01JY4WV0Z8PPRN0ZKHCE BGDC	138.00 06/30/2025
06/20/2025	V000012--Young, Minney & Corr, LLP	01JY4WJA8XBF38FZ7C9Z4XZ W5H	5,008.00 06/30/2025
Total for Belle Mente General			<u>489,280.02</u>

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
	Bank: Belle Mente General - Chase Bank	Account no: 131880730	
07/30/2025	V020115--Afuera Landscape Designs, Inc.	01K1BWC5R92VFJ9AE0JCRR G7W9	3,520.00 07/31/2025
07/28/2025	V003798--Amazon Capital Services	01K11JZNACMTFE6GF1QC7 7EDK	206.02 07/31/2025
07/21/2025	V003798--Amazon Capital Services	01K0J4DZRMFTHEQ0RW6BV PXPEG	137.97 07/31/2025
07/18/2025	V003798--Amazon Capital Services	01K0CZW53E64NHA4HWC92 PTY5R	51.94 07/31/2025
07/11/2025	V003798--Amazon Capital Services	01JZTYW3W26E57ZEVPEEMT WWYE	90.40 07/31/2025
07/21/2025	V013511--ASI Fire Protection Inc	01K0J4DBKM1YP83H9G624K NYYK	638.60 07/31/2025
07/24/2025	V013667--Boonli, LLC	01K0WE1EBX4WDMZAX1VHE 7KY1Y	105.00 07/31/2025
07/11/2025	V014764--California Office Cleaning, Inc.	01JZTYVHK33SPN53AFGDHE S4QT	10,025.00 07/31/2025
07/30/2025	V004070--Cardmember Service - PO Box 6294	01K1BWDCEK5THVMV6CAM9 GEDRY	795.36 07/31/2025
07/21/2025	V000003--Charter School Management Corporation	01K0J4E9VE38CC8DWNS7V0 EGVR	12,500.00 07/31/2025
07/30/2025	V003242--CINTAS CORPORATION - 29059	01K1BWGARF7J7J9FA0JDPC AH3K	230.60 07/31/2025
07/11/2025	V003242--CINTAS CORPORATION - 29059	01JZTYV7CNAR3S3JH1E9Q9 K6JR	57.65 07/31/2025
07/11/2025	V013192--Cristianna Turvey, M.S CCC-SLP	01JZTYVQT97BE6K330C9W6 S1BB	3,776.00 07/31/2025
07/23/2025	V008475--Dental Health Services	01K0SVMCKP2MRT5RER5P4 4AJSP	226.84 07/31/2025
07/11/2025	V008475--Dental Health Services	01JZTYSMNS7MFWFED9NS GYFD40	164.09 07/31/2025
07/18/2025	V003246--Department of Justice	01K0CZKZ4NCSEW27JH4DQ WWFM4	98.00 07/31/2025
07/24/2025	V019960--EcoGuard Pest Management	01K0WE0HBN4ARAY9DEPGX B1P21	157.00 07/31/2025
07/30/2025	V012752--EDCO Waste & Recycling Service	01K1BWH1XB492CETGBZBQ GNANM	811.32 07/31/2025
07/11/2025	V012752--EDCO Waste & Recycling Service	01JZTYVNTB1E7FH9B9VVNC 1DQ0	788.52 07/31/2025
07/23/2025	V006327--Edmentum	01K0SW3JFCE0DJR2HRF1EB KDMS	23,082.20 07/31/2025
07/11/2025	V004175--EMH Sports USA Inc	01JZTYSSJ858DF5RGGSGY6 7802	180.00 07/31/2025
07/21/2025	V008999--GigaKOM	01K0FHYP5A4GNFT2VNZAPS F2TY	1,901.56 07/31/2025
07/30/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01K1BWBDM58Y5X63RJXB60 ZG9S	1,815.26 07/31/2025
07/28/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01K11JTA2J35W19NNMR0C6 CP0K	85.58 07/31/2025
07/21/2025	V006356--Infinity Communications & Consulting, Inc.	01K0J4CFQSCYMHXVJPNP M0T18	3,500.00 07/31/2025
07/18/2025	V004418--Kaiser Foundation Health Plan Inc	01K0CZQ1YACVS1QCWEF4K 2MN96	11,132.41 07/31/2025
07/24/2025	V021524--Kayone Manged Service Provider Inc.	01K0WE2C89E5XJV38EASEQ HYWW	3,300.00 07/31/2025
07/11/2025	V021524--Kayone Manged Service Provider Inc.	01JZTYVSSREAHBAN14CTD2 JF7E	3,300.00 07/31/2025
07/21/2025	V009818--Maintex, Inc.	01K0J4BPHJ3GZGNM0CQP40 7TWZ	507.47 07/31/2025
07/11/2025	V009818--Maintex, Inc.	01JZTYSE2Q3ZBZ9W84V0KX 3VES	168.51 07/31/2025
07/01/2025	V009818--Maintex, Inc.	01JZ16TC6H4KJ5S01EF8ZQS C7Z	105.87 07/31/2025
07/11/2025	V003326--Mutual Of Omaha-PO 2147	01JZTYTZC513SKQJ6RAVA3A WPA	7,517.79 07/31/2025
07/21/2025	V013382--National Benefits Services, LLC Non-ERISA	01K0J4C38XAVSMMWR476M GZCAS	2,537.03 07/31/2025
07/11/2025	V013382--National Benefits Services, LLC Non-ERISA	01JZTYSJ9E3AGHAAGF2CD8 9AAE	6,450.74 07/31/2025
07/11/2025	V021522--North County Sports Academy	01JZTYTKXC8Z0AM7MABAVT E6DV	1,500.00 07/31/2025

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
07/21/2025	V010278--Ontario Refrigeration, Inc.	01K0J4BHXPO58AHYHZ5FMS XV49	3,656.00 07/31/2025
07/24/2025	V003459--Payroll		16,425.53 07/31/2025
07/24/2025	V003459--Payroll		64,926.02 07/31/2025
07/09/2025	V003459--Payroll		15,414.11 07/31/2025
07/09/2025	V003459--Payroll	Voided - 4012	(15,414.11) 07/31/2025
07/09/2025	V003459--Payroll	4012	15,414.11 07/31/2025
07/09/2025	V003459--Payroll		63,912.46 07/31/2025
07/30/2025	V006051--PowerSchool Group LLC - PO Box 888408	01K1BWMHB3D33EZF4Z8NM TVC7M	16,583.68 07/31/2025
07/11/2025	V006051--PowerSchool Group LLC - PO Box 888408	01JZTYT2RSDJ9NC36V3RCA ZX0H	1,375.97 07/31/2025
07/23/2025	V007043--Purchase Power - PO Box 981026	01K0SW35RD42DC2F30K5GY 2786	88.34 07/31/2025
07/21/2025	V000078--Rainbow Resource Center Inc	01K0J4BFMH1473DYRS7AWB 83VR	3,783.55 07/31/2025
07/28/2025	V013410--Richard & Richard Construction Inc	01K11JVDH44VQPHBPTE1M 4PRZ	85,000.00 07/31/2025
07/01/2025	V013410--Richard & Richard Construction Inc	01JZ16WJFQ5T9C76DXKVSA 8ESY	9,025.00 07/31/2025
07/30/2025	V022674--Richard Olinger Electric Inc.	01K1BWDEQT8VZV8CHSGX7 XK5T2	275.00 07/31/2025
07/28/2025	V022674--Richard Olinger Electric Inc.	01K11JWDQX5AJPCCE4163Q X5FF	225.00 07/31/2025
07/18/2025	V022674--Richard Olinger Electric Inc.	01K0CZQHC319803NG8MGM VWHMK	2,075.00 07/31/2025
07/18/2025	V000080--San Diego Gas & Electric	01K0CZQKB5DV1SPE2R0VG2 Q4AS	1,460.54 07/31/2025
07/01/2025	V000080--San Diego Gas & Electric	01JZ16YCCXEW59ZCMETV50 A7TY	3,467.04 07/31/2025
07/01/2025	V013050--San Diego Natural History Museum	01JZ16Y2830SD2BP4M1CH0F KSM	45.00 07/31/2025
07/28/2025	V004846--Schola - 2942 N 24th St	01K11JYZ1JA6EK4KK4DR8T2 PT3	4,333.33 07/31/2025
07/11/2025	V011053--Soliant Health, LLC	01JZTYWJBW2PADYE62B7DS WDCT	313.33 07/31/2025
07/21/2025	V022160--Sunrise Vista Kiwanis Foundation	01K0J4BTQR23BDGXCQ3ZD7 E715	125.00 07/31/2025
07/21/2025	V011480--Top Notch Catering - PO Box 1383	01K0FJ5HNZ40B9SZZG8XTJC X9A	27,194.00 07/31/2025
07/21/2025	V011480--Top Notch Catering - PO Box 1383	01K0J4CQR50N67E31P0AN8T 26Y	3,691.98 07/31/2025
07/11/2025	V014670--Transparent Classroom	01JZTYV1EXD45Y7B7TD8G59 NH9	116.33 07/31/2025
07/30/2025	V013194--UHIC - United Healthcare of CA	01K1BWH67G014ACHDYSE3 NGE32	6,650.40 07/31/2025
07/11/2025	V013194--UHIC - United Healthcare of CA	01JZTYVXKH1EMA8NT2M3BQ FBYJ	8,281.75 07/31/2025
07/21/2025	V011687--VendorMax, Inc.	01K0J4CHMJEBMCS3K550SA QT46	24.00 07/31/2025
07/21/2025	V005227--Waseca Biomes	01K0J4E5WYAR421A8P30NJ5 B54	484.00 07/31/2025
07/21/2025	V000018--Wilkinson Hadley King & Co. LLP	01K0FJ7PWB8AP8KCQPM3NJ ZB2A	3,500.00 07/31/2025
07/11/2025	V000012--Young, Minney & Corr, LLP	01JZTYRVD237DSQQQC5BN AYFJF	10,764.50 07/31/2025
Total for Belle Mente General			<u>454,681.59</u>

Bella Mente-BMC

Check register

Date	Payee	Document no.	Amount Cleared
	Bank: Belle Mente General - Chase Bank	Account no: 131880730	
08/08/2025	V000107--Accrediting Commission for Schools	01K2321GGM1VKEA84S6S17 VE3F	1,430.00 In transit
08/27/2025	V020115--Afuera Landscape Designs, Inc.	01K3KZK8GF244F6HCY2611K M2G	500.00 In transit
08/08/2025	V020115--Afuera Landscape Designs, Inc.	01K23229QFC4RNZXT8EQA8 G2KD	150.00 In transit
08/06/2025	V020115--Afuera Landscape Designs, Inc.	01K1XX8YNNNAVJC981P3C32 HH09	3,910.00 In transit
08/04/2025	V020115--Afuera Landscape Designs, Inc.	01K1KKR38X2QYZE09XE4JFF N2B	90.00 In transit
08/27/2025	V003798--Amazon Capital Services	01K3KZT43P1E8GYASTCW5B RMM0	131.96 In transit
08/20/2025	V003798--Amazon Capital Services	01K31Z17VWEH1H1GD0FC9T 03ND	2,708.94 In transit
08/19/2025	V003798--Amazon Capital Services	01K2ZCEZ5B9H1WNAXZB9C GPQT9	301.10 In transit
08/18/2025	V003798--Amazon Capital Services	01K2QNCNG34X2WNNT08DW HCHN3	452.29 In transit
08/12/2025	V003798--Amazon Capital Services	01K2DBKSSQ13YBYG6GYBH 1N2G5	364.31 In transit
08/08/2025	V003798--Amazon Capital Services	01K2327EHP7ZFBWBH0JR3T MM96	2,316.40 In transit
08/04/2025	V003798--Amazon Capital Services	01K1P63WJ5C2N970HWHBRP 3JGX	874.85 In transit
08/04/2025	V003798--Amazon Capital Services	01K1KKY72W9SPTNJNC94D9 8DEC	48.12 In transit
08/08/2025	V013667--Boonli, LLC	01K23268DW2MNHN308X7CX N4M0	105.00 In transit
08/04/2025	V013667--Boonli, LLC	01K1P61MF254F735AWBWGV 1GWX	260.00 In transit
08/04/2025	V000022--BrainPOP LLC	01K1KKQZHB9K109MJD770TJ E4V	2,730.00 In transit
08/20/2025	V014764--California Office Cleaning, Inc.	01K31Z0MQJ8RAS6Y4AMZR8 5N52	1,694.00 In transit
08/08/2025	V014764--California Office Cleaning, Inc.	01K2326XG47BWCFS0CEKYH K5Q1	10,025.00 In transit
08/21/2025	V004070--Cardmember Service - PO Box 6294	4015	2,550.41 In transit
08/04/2025	V000003--Charter School Management Corporation	01K1P6458Z3MKTGSNGNK5 WDS84	12,500.00 In transit
08/04/2025	V000032--CharterSAFE	01K1P63YS58TD3B55T4FKG W8FN	182,285.00 In transit
08/27/2025	V003242--CINTAS CORPORATION - 29059	01K3KZR0G7BRTDTKECA6Z5 1DNF	57.65 In transit
08/18/2025	V003242--CINTAS CORPORATION - 29059	01K2QNBMY0FHNYJ8RZPB42 65HE	57.65 In transit
08/11/2025	V003242--CINTAS CORPORATION - 29059	01K25MM0WXBZ03MQ4EMCT 95D1A	57.65 In transit
08/04/2025	V003242--CINTAS CORPORATION - 29059	01K1P620JXE8HF7A7EG5T1 WT0W	57.65 In transit
08/08/2025	V013192--Cristianna Turvey, M.S CCC-SLP	01K23273JM7HD25PBKM4WR Q9AE	1,130.50 In transit
08/22/2025	V003246--Department of Justice	01K373JVEAAZ70DMCBMZTS K349	245.00 In transit
08/20/2025	V019960--EcoGuard Pest Management	01K31YY4ZRA1314QY9B0627 PSH	157.00 In transit
08/27/2025	V012752--EDCO Waste & Recycling Service	01K3KZSD21A2008TW20N1FX NQS	811.32 In transit
08/08/2025	V008765--EMS LINQ INC	01K23282ZE2HHN6JXKC41N2 EX0	1,155.73 In transit
08/08/2025	V008932--Franchise Tax Board-PO 942857	01K232773XC71A1YJNEKB3D HN8	354.92 In transit
08/04/2025	V008999--GigaKOM	01K1KKKT8G9G4BSTEFPG1M QH87	1,773.07 In transit
08/12/2025	V026289--GovDeals	ACH 08/12/25	2,163.08 In transit
08/19/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01K2ZCCX815C7VH61PQPYN FMG4	136.20 In transit
08/11/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01K25MDDY97707CMHG7F08 77EC	103.27 In transit
08/22/2025	V004418--Kaiser Foundation Health Plan Inc	01K373NW32CT7W0YHH4353 TAZW	15,993.01 In transit

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
08/18/2025	V021524--Kayone Manged Service Provider Inc.	01K2QN71QW3KAQEFANVPP JPPJV	3,300.00 In transit
08/04/2025	V021524--Kayone Manged Service Provider Inc.	01K1KKRAHQ96G5QF8AFJYE QJET	3,300.00 In transit
08/14/2025	V016091--Kiwanis Club of Sunrise Vista	01K2JGGCF30NQR5NT0WWP T83SG	72.00 In transit
08/04/2025	V009549--Kone Inc	01K1KKW1FS4G63JG2JNKP BVCB	4,641.24 In transit
08/27/2025	V009818--Maintex, Inc.	01K3M00YMK9Q48C8ZREEM ZAV6B	210.91 In transit
08/18/2025	V009818--Maintex, Inc.	01K2QN9KX51W2Q8A7GXYG RZ9S1	324.03 In transit
08/12/2025	V009818--Maintex, Inc.	01K2DBJN1S8GJ75B0JPY4HN PSS	171.94 In transit
08/11/2025	V009818--Maintex, Inc.	01K25MHH086PWVS9X1GPQ 2TMB8	3,666.02 In transit
08/08/2025	V009818--Maintex, Inc.	01K2324GFGC0DTPDAPTYJ1Q 5FBM	935.98 In transit
08/04/2025	V009818--Maintex, Inc.	01K1KKTNS23QKQKFX93TK8 C33M	27.52 In transit
08/04/2025	V009818--Maintex, Inc.	01K1P5ZSRBFG84ZYNPBB0C 0XDJ	759.42 In transit
08/27/2025	V009974--MJ Akerland, RN, A Professional Nursing Corpora- tion	01K3KZTFNX57MXQVFJPWD D4MEX	2,610.00 In transit
08/27/2025	V013382--National Benefits Services, LLC Non-ERISA	01K3KZEY82CARVYGH979HJ M4ER	5,995.27 In transit
08/11/2025	V013382--National Benefits Services, LLC Non-ERISA	01K25MBDT48TZB73HW1KD7 W9P9	2,623.56 In transit
08/04/2025	V013382--National Benefits Services, LLC Non-ERISA	01K1P60GWF30R8X2PSNDRA X0BG	2,572.42 In transit
08/20/2025	V019015--Nido Marketing LLC	01K31YXPKSC2CQKH8D13CC 76B5	149.00 In transit
08/04/2025	V019015--Nido Marketing LLC	01K1P60B09EBPFW905M6VR P1PY	149.00 In transit
08/06/2025	V010240--Oceanside Chamber of Commerce	01K1XXFHMM8H1D3NYZ57H7 0MA6	795.00 In transit
08/07/2025	V013595--Parker Painting	4014	4,027.00 In transit
08/01/2025	V013595--Parker Painting	4013	11,705.00 In transit
08/25/2025	V003459--Payroll	919	2,520.96 In transit
08/25/2025	V003459--Payroll	918	423.85 In transit
08/25/2025	V003459--Payroll	917	2,046.97 In transit
08/25/2025	V003459--Payroll	916	15.52 In transit
08/25/2025	V003459--Payroll	915	449.28 In transit
08/25/2025	V003459--Payroll	914	212.20 In transit
08/25/2025	V003459--Payroll	913	2,471.34 In transit
08/22/2025	V003459--Payroll		47,590.30 In transit
08/22/2025	V003459--Payroll		108,018.84 In transit
08/18/2025	V003459--Payroll	912	322.13 In transit
08/15/2025	V003459--Payroll	911	2,269.95 In transit
08/07/2025	V003459--Payroll		16,614.74 In transit
08/07/2025	V003459--Payroll		69,891.08 In transit
08/06/2025	V003459--Payroll	910	2,904.91 In transit
08/06/2025	V003459--Payroll	909	663.26 In transit
08/08/2025	V012973--Pitney Bowes Global Financial Services LLC - PO BOX 981022	01K23266ES8QA59QXAN7TD WPXP	103.61 In transit
08/04/2025	V006051--PowerSchool Group LLC - PO Box 888408	01K1P60Y626M2Y4VRQJR8F1 N4J	7,227.73 In transit
08/12/2025	V007043--Purchase Power - PO Box 981026	01K2DBMFG78B3J92K9QPYB K8QP	86.60 In transit
08/06/2025	V007043--Purchase Power - PO Box 981026	01K1XXGBF9A1K5D2PWZQ0 METCN	42.78 In transit
08/27/2025	V012974--Quality Lock & Security Services, Inc.	01K3KZXTR79MBT1DNH8G66 STVB	111.11 In transit
08/11/2025	V013410--Richard & Richard Construction Inc	01K25ME195A53TBBJRFVFEZ XXZ	1,961.44 In transit
08/04/2025	V013410--Richard & Richard Construction Inc	01K1KKQEMSA1PCW0F59TA 86EQ2	10,120.00 In transit
08/27/2025	V022674--Richard Olinger Electric Inc.	01K3KZMAMR2VF0VKB8ZZKA Q1VG	1,950.00 In transit
08/19/2025	V004846--Schola - 2942 N 24th St	01K22CDS1H0DSFYG5ZY467 PGVQ	3,500.00 In transit

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
08/27/2025	V006126--Scoot Education Inc. - 5670	01K3M02AZSA055NCC0AMX7 MJ2N	3,422.00 In transit
08/08/2025	V006126--Scoot Education Inc. - 5670	01K23257SN3K6837GJ77Q3Y T7F	10,500.00 In transit
08/08/2025	V024684--Sharefile LLC	01K231ZE7ZFAY5XDR9AKCH T7FE	1,321.10 In transit
08/27/2025	V024650--Sharpline Solutions, Inc.	01K3KZPRM60SE0WV7XHWX FCXD6	725.84 In transit
08/27/2025	V011053--Soliant Health, LLC	01K3KZYQY35J4XN2BR53W0 XVGS	973.75 In transit
08/28/2025	V013243--The Sherwin Williams Co.- PO Box 744678	01K3PHY4FE0FCY9Z4VY2BY D3TN	1,765.34 In transit
08/27/2025	V013243--The Sherwin Williams Co.- PO Box 744678	01K3KZWQXD36TX7Z22KP8J 2YT7	207.03 In transit
08/04/2025	V013596--Tri-City Carpet	01K1P64G1B6488SDAW9WVC Z610	4,999.00 In transit
08/18/2025	V011687--VendorMax, Inc.	01K2QNAH0C8Z9DS0TPPHNJ CA79	72.00 In transit
08/27/2025	V018604--Vista Alarm Program - Alarm Program	01K3KZZFRR6178T1PG0Q6C KYBA	1,200.00 In transit
08/04/2025	V011716--Vista Chamber of Commerce	01K1KKTQPFDMG7JXJ37H2V W16B	545.00 In transit
08/18/2025	V011721--Vista Unified School District	01K2QND8AGAE19SDXT5YJD WTT9	54,366.32 In transit
08/08/2025	V000012--Young, Minney & Corr, LLP	01K2323Y450HFDPHYHVFKEYE MWC9	11,149.00 In transit
Total for Belle Mente General			<u>670,481.37</u>

Employment Changes as of September 9, 2025

New Hires Full Time: Classroom Teacher (4)
Registered Behavior Technician (1)
Classroom Behavior Aide (1)

New Hires Part Time: Instructional Assistant (4)
On Call Substitute Teacher Pool (3)
On Call Substitute IA (1)

Release: Instructional Assistant (2)
Classroom Teacher (2)
Classroom Behavior Aide (1)

Open Positions for 25-26:

Classified Positions:

Part Time: Instructional Assistant (1)

Full Time: Classroom Behavior Aide (1)

Certificated Positions:

Part Time: None

Full Time: Classroom Teacher (1)



California
Charter Schools
Association

PO Box 86087 Los Angeles, CA 90086 • www.ccsa.org

Membership Invoice

Attn: Accounts Payable
Bella Mente Montessori Academy
1737 West Vista Way
Vista, CA 92083-2112

Invoice Date		Member ID	
6/24/25		A-04455	
Member Type	Current Expiration Date	Due Date	P.O. No.
Charter School Membership (Full Year)			
Description			
Charter School Membership ID A-04455 Membership through 6/30/2026			
We appreciate your support and participation! Please email membership@ccsa.org with any questions.			
Number of Students		Amount	
424		\$6,784.00	
Amount Paid:		\$0.00	
Total Amount Due:		\$6,784.00	

REMITTANCE STUB
(Please Return)

Initial Billing

CCSA membership through 6/30/2026 at \$16.00 a student

Please make checks payable to the
California Charter Schools Association.
Mail payments to:

Member ID: A-04455
Bella Mente Montessori Academy
1737 West Vista Way
Vista, CA 92083-2112

California Charter Schools Association
PO Box 86087 Los Angeles, CA 90086

Questions: You can pay by credit card in
the member portal, or if you have
questions about your invoice email
membership@ccsa.org

Total Amount Due: \$6,784.00

Pay by Wire:

City National Bank
Account #: 401599800
Account Name: California Charter Schools
Association
Bank Routing #: 122016066
Swift Code: CINAUS6L
EIN: 51-0465703

Link to [W-9](#)



Quote For
Bella Mente Montessori Academy



LunchAssist, Inc.
8605 Santa Monica Blvd, 52611
West Hollywood, CA 90069
(985) 966-8494
www.lunchassist.org

Quote

Bella Mente Montessori Academy

Bill To

Gladys Espino
1737 W. Vista Way
Vista, CA 92083

Quote # 5498981000045310021

Quote Date Apr 8, 2025 09:28 AM

Quote Expiration Aug 31, 2025

Item & Description	List Price	Qty	Amount
Consulting & Training 7/1/25-6/30/26: One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.	\$ 12,000.00	1	\$ 12,000.00
LunchAssist PRO Client 7/1/25-6/30/26: One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.	\$ 150.00	1	\$ 150.00
Grand Total			\$ 12,150.00

Terms & Conditions

This agreement is for 3 years and consists of the initial year with an agreement to renew for 2 consecutive years. Fees for subsequent years within the agreement will be locked in at \$12,150 for each year and will be billed annually. Contract will automatically renew in successive years unless LunchAssist is notified of the intent to cancel. The contract date will begin on July 1, 2025. Renewal invoices will be sent approximately 60 days before the annual renewal date. Services will be suspended or canceled for accounts that are left unpaid 30 days after the renewal date unless other arrangements have been made.

MS. ERIN FEELEY
EXECUTIVE DIRECTOR
BELLA MENTE MONTESSORI ACADEMY, CA
1737 W. VISTA WAY
VISTA, CA 92083

Invoice

Recipient	Invoice No.:	P0499076
BELLA MENTE MONTESSORI ACADEMY, CA	Customer No.:	9000005082
1737 W. VISTA WAY	Invoice Date:	June 17, 2025
VISTA, CA 92083		

For Professional Services:		
Total Net Value:	USD	8,000.00
Sales Taxes:	USD	0.00
Invoice Amount:	USD	8,000.00

Inquiries Contact
MIS Collections Team
Email : MISCollections@moodys.com

Moody's Investors Service, Inc. Taxpayer ID#: 13-1959883
Please do not contact your Analytic Team regarding this or any other fee-related matter.

Return This Portion With Your Payment

Invoice No.:	P0499076	Invoice Amount:	USD 8,000.00
Moodys Ref No.:	P0499076		Invoice Payable in USD
Customer No.:	9000005082		
Invoice Date:	June 17, 2025		

Wire Payment with Invoice Number to

Truist Bank
Transit Routing # 061000104
ACH # 061000104
Moody's Account # 8801939847
For Customers wiring outside the U.S.: Swift Code: BRBTUS33

Mail Payment with Invoice Stub To

Moody's Investors Service, Inc.
P.O. BOX 102597
ATLANTA, GEORGIA 30368-0597
USA



Moody's Investors Service, Inc.
7WTC AT 250 GREENWICH STREET
NEW YORK, NY 10007
USA

Invoice No.: P0499076
Invoice Date: June 17, 2025

Invoice Supporting Detail

For Professional Services:			
Charter Schools, Annual Fee:		USD	8,000
USD 8,212,000 BELLA MENTE MONTESSORI ACADEMY, CA-Bella Mente Montessori Academy, CA		USD	8,000
904549728			
Period Covering One Year From 06/01/2025 to 05/31/2026.			
Sales Tax		USD	0
		Total:	USD 8,000

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Table of Contents

GENERAL PROVISIONS	1
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	2
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)	3
7. DEFINITIONS	4
ADMINISTRATION OF CONTRACT	5
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10
EDUCATIONAL PROGRAM	11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	17

33.	SURROGATE PARENTS AND FOSTER YOUTH	18
34.	DUE PROCESS PROCEEDINGS	18
35.	COMPLAINT PROCEDURES	18
36.	STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37.	TRANSCRIPTS	19
38.	STUDENT CHANGE OF RESIDENCE	19
39.	WITHDRAWAL OF STUDENT FROM PROGRAM	19
40.	PARENT ACCESS	20
41.	LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
42.	STATE MEAL MANDATE	21
43.	MONITORING	21
	PERSONNEL	22
44.	CLEARANCE REQUIREMENTS	22
45.	STAFF QUALIFICATIONS	23
46.	VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	24
47.	STAFF ABSENCE	24
48.	STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
	HEALTH AND SAFETY MANDATES	25
49.	HEALTH AND SAFETY	25
50.	FACILITIES AND FACILITIES MODIFICATIONS	25
51.	ADMINISTRATION OF MEDICATION	25
52.	INCIDENT/ACCIDENT REPORTING	26
53.	CHILD ABUSE REPORTING	26
54.	SEXUAL HARASSMENT	26
55.	REPORTING OF MISSING CHILDREN	26
	FINANCIAL	26
56.	ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES	26
57.	RIGHT TO WITHHOLD PAYMENT	27
58.	PAYMENT FROM OUTSIDE AGENCIES	29
59.	PAYMENT FOR ABSENCES	29
60.	LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	30
61.	INSPECTION AND AUDIT	30
62.	RATE SCHEDULE	31
63.	DEBARMENT CERTIFICATION	31
	EXHIBIT A: 2025-2026 RATES	33
	EXHIBIT B: 2025-2026 ISA	35

2025-2026

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

AT10 Education, LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2025, between Bella Mente Montessori Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and AT10 Education, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or

revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (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.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which

certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

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

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

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

- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons,

agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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 no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the

LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately

caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required

by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of

Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days

provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it’s implementing regulations. If the 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 Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires 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 behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, 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. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

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

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

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

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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

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

student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to

LEA students at the nonpublic school on its own or by another local school district.

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

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

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

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

43. MONITORING

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, 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.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license,

certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special

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

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

47. STAFF ABSENCE

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

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of

conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence

verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency Name

By: _____
Signature Date

Name and Title of Authorized Representative

LEA

Bella Mente Montessori Academy
LEA Name

By: _____
Signature Date

Erin Feeley
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Name and Title			Name and Title Erin Feeley, Superintendent		
Nonpublic School/Agency/Related Service Provider			LEA Bella Mente Montessori Academy		
Address			Address 1737 W Vista Way		
City	State	Zip	City	State	Zip
			Vista	CA	92083
Phone	Fax		Phone	Fax	
			(760) 621-8948		
Email			Email efeeley@bellamentecharter.org		

LEA Billing Contact
(Required if completed)

Additional LEA Notification
(Required if completed)

Name and Title District Office Management	Name and Title Jocylinn Roberts, Director of Special Education
Address 1737 W Vista Way	Address 1737 W Vista Way
City Vista	City Vista
State CA	State CA
Zip 92083	Zip 92083
Phone (760) 621-8948	Phone (760) 621-8948
Fax	Fax
Email invoices@bellamentecharter.org	Email jroberts@bellamentecharter.org



AT10 Education, L.L.C.
EIN # 88-4094583
1791 Mojave View Circle, Corona, CA 92882
Contact: Nikki Gelso, CEO/CFO (951) 444-1292
AT10education@gmail.com
<https://www.at10education.com>

Rates and Services 2025-26

Purpose of Assistive Technology: *The purpose of an Assistive Technology assessment is to determine which Assistive Technology interventions, if any, are necessary for the student to access their curriculum. Assessment is based on needs in the educational environment and the student's current level of performance. Under current law (IDEA) and California Ed. Code "Assistive Technology services and the services necessary to help a child select, acquire, or use an assistive technology device are made available if required as part of the child's special education or related services." 20 U.S.C. Section 1401 (1) and (2); 34 C.F.R. Secs. 300.3008 and 300.6.*

1. **AT Assessments:** \$175/hour for a standard AT or AAC evaluation.
\$225/hour for an Independent Educational Evaluation (IEE).
 - a. Conduct legally compliant **Assistive Technology** assessments and write reports to determine appropriate tools and strategies in the areas of *curriculum access*, *study skills/executive functioning skills*, and **Alternative-Augmentative Communication (AAC)**. Observations, interviews, record reviews, and testing session/s will be completed with the student.
 - b. **AAC Eye Gaze Assessments** will be charged at a rate of \$205/hour due to their complexity.
 - c. **Expedited Assessments** requiring a turnaround time of less than 30 days with a written report will be charged at \$205/hour.
2. **Services/Consultation/Meetings:** \$175/hour
 - a. Provide consultation, training, and educational services to students, staff, and families utilizing assistive technology tools, devices, or software.
 - b. All services, consultations, and meeting attendance will be provided via virtual or telephonic means. In-person services will only be available upon special request.
3. **Speech and Language Assessments**
 - a. \$185/hour for a standard evaluation.
 - b. \$225/hour for an Independent Educational Evaluation (IEE).
4. **Other Contractual Expenses**
 - **Travel time** for all in-person services is billed round-trip at an hourly rate of \$175/hour. An assessor will be assigned based on the nearest geographic region. There will be a separately negotiated rate for lengthier travel, which may include travel arrangement reimbursement (such as transportation expenses, hotel costs, etc.).
 - Adding a district or school as an **additional insured** to our Professional Liability policy incurs a cost that will be billed back to the district or school.
 - Requiring **additional verifications**, such as fingerprints, will incur an additional cost that will be billed back to the district or school.
 - **Witness preparation and trial** appearances will be billed at \$250/hour, plus travel time.
5. **Professional Development and Presentations:** \$250/hour for 5 or fewer participants. A separate negotiated rate will be charged for more than 5 participants. There is a 90-minute minimum requirement for all trainings and presentations. The negotiated rate will include preparation, travel time, accommodations, and per diem as needed.
6. **AT or AAC Certificate Course:** \$2100/per participant
 - a. A 30+ hour virtual or hybrid course that prepares participants in how to assess and support students with curriculum access or complex communication needs. Provides coaching and mentoring with PDU/CEUs available from the University of Massachusetts Global.

EXHIBIT B: 2024-2025 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)**AGREEMENT TERMS:**1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year

_____ during the extended school year

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

_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____**Estimated Number of Days** _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____**B. RELATED SERVICES:**

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Quarterl Monthl Other
Requirements: _____ y ___ y ___ (Specify) _____

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

BELLA MENTE MONTESSORI ACADEMY

Contract Year 2025-2026

 Nonpublic School

X

 Nonpublic Agency

Type of Contract:

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

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

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

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

Table of Contents

GENERAL PROVISIONS	1
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	2
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)	3
7. DEFINITIONS	4
ADMINISTRATION OF CONTRACT	5
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10
EDUCATIONAL PROGRAM	11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	17

33.	SURROGATE PARENTS AND FOSTER YOUTH	18
34.	DUE PROCESS PROCEEDINGS	18
35.	COMPLAINT PROCEDURES	18
36.	STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37.	TRANSCRIPTS	19
38.	STUDENT CHANGE OF RESIDENCE	19
39.	WITHDRAWAL OF STUDENT FROM PROGRAM	19
40.	PARENT ACCESS	20
41.	LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
42.	STATE MEAL MANDATE	21
43.	MONITORING	21
	PERSONNEL	22
44.	CLEARANCE REQUIREMENTS	22
45.	STAFF QUALIFICATIONS	23
46.	VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	24
47.	STAFF ABSENCE	24
48.	STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
	HEALTH AND SAFETY MANDATES	25
49.	HEALTH AND SAFETY	25
50.	FACILITIES AND FACILITIES MODIFICATIONS	25
51.	ADMINISTRATION OF MEDICATION	25
52.	INCIDENT/ACCIDENT REPORTING	26
53.	CHILD ABUSE REPORTING	26
54.	SEXUAL HARASSMENT	26
55.	REPORTING OF MISSING CHILDREN	26
	FINANCIAL	26
56.	ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES	26
57.	RIGHT TO WITHHOLD PAYMENT	27
58.	PAYMENT FROM OUTSIDE AGENCIES	29
59.	PAYMENT FOR ABSENCES	29
60.	LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	30
61.	INSPECTION AND AUDIT	30
62.	RATE SCHEDULE	31
63.	DEBARMENT CERTIFICATION	31
	EXHIBIT A: 2025-2026 RATES	33
	EXHIBIT B: 2025-2026 ISA	35

2025-2026

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
PSYCHED SERVICES- LICENSED EDUCATION PSYCHOLOGY AND
BEHAVIORAL SERVICES, P.C.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2025, between Bella Mente Montessori Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and PSYCHED SERVICES- LICENSED EDUCATION PSYCHOLOGY AND BEHAVIORAL SERVICES, P.C. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or

revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (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.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which

certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

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

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

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

- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons,

agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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 no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the

LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately

caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required

by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of

Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days

provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it’s implementing regulations. If the 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 Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires 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 behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, 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. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

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

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

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

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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

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

student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to

LEA students at the nonpublic school on its own or by another local school district.

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

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

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

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

43. MONITORING

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, 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.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license,

certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special

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

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

47. STAFF ABSENCE

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

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of

conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence

verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency Name

By: _____
Signature Date

Name and Title of Authorized Representative

LEA

Bella Mente Montessori Academy
LEA Name

By: _____
Signature Date

Erin Feeley
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Name and Title			Name and Title Erin Feeley, Superintendent		
Nonpublic School/Agency/Related Service Provider			LEA Bella Mente Montessori Academy		
Address			Address 1737 W Vista Way		
City	State	Zip	City	State	Zip
			Vista	CA	92083
Phone	Fax		Phone	Fax	
			(760) 621-8948		
Email			Email efeeley@bellamentecharter.org		

LEA Billing Contact
(Required if completed)

Additional LEA Notification
(Required if completed)

Name and Title District Office Management	Name and Title Jocylinn Roberts, Director of Special Education
Address 1737 W Vista Way	Address 1737 W Vista Way
City Vista	City Vista
State CA	State CA
Zip 92083	Zip 92083
Phone (760) 621-8948	Phone (760) 621-8948
Fax	Fax
Email invoices@bellamentecharter.org	Email jroberts@bellamentecharter.org



Service Type	2025-2026 Rates
School Psych Services	
In-Person Daily Rate	\$1,600
Virtual Services Rate	\$179
Psychoed (inclusive of virtual 1 hour pre-meet, in-person observation/assessment, and virtual 1.5 hour IEP meeting)	\$5,750
Record Reviews	\$2,200
ERHMS Add-On	\$900
Academic Assessment Add-on	\$1,200
Bilingual Assessor	\$375
BCBA Services	
In-Person Daily Rate	\$1,800
Virtual Services Rate	\$200
FBA's	\$6,300
SCIA Add-on	\$1,300
IEEs (Inclusive of academic assessment, virtual 1 hour pre-meet, in-person observation/assessment, and virtual 1.5 hour IEP meeting)	
	\$6,300

****Travel Fees:** We are located in Burlingame. For services outside of the following counties: Alameda, Contra Costa, Napa, Solano, Marin, San Francisco, San Mateo, Monterey, San Benito, Santa Clara, Santa Cruz, and/or if the district resides 30 miles outside of a major metropolitan city in California (e.g. Los Angeles, Sacramento) a travel fee of \$700 will apply. This will be waived if at least three psychoeducational assessments, Functional Behavior Assessments, or the equivalent are being completed within one trip. For out-of-state assessments, the District will be responsible for reimbursement for all travel related costs, including but not limited to: airfare, rental car, hotel, and meals, and an additional \$975 out-of-state assessment fee will be applied.

EXHIBIT B: 2024-2025 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)**AGREEMENT TERMS:**1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year

_____ during the extended school year

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

_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____**Estimated Number of Days** _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____**B. RELATED SERVICES:**

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Quarterl Monthl Other
Requirements: _____ y ___ y ___ (Specify) _____

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)



California
Charter Schools
Association

PO Box 86087 Los Angeles, CA 90086 • www.ccsa.org

Membership Invoice

Attn: Accounts Payable
Bella Mente Montessori Academy
1737 West Vista Way
Vista, CA 92083-2112

Invoice Date		Member ID	
6/10/25		A-04455	
Member Type	Current Expiration Date	Due Date	P.O. No.
Charter School Membership (Full Year)			
Description			
Charter School Membership ID A-04455 Membership through 6/30/2026			
We appreciate your support and participation! Please email membership@ccsa.org with any questions.			
Number of Students		Amount	
424		\$6,784.00	
Amount Paid:		\$0.00	
Total Amount Due:		\$6,784.00	

REMITTANCE STUB
(Please Return)

Initial Billing

CCSA membership through 6/30/2026 at \$16.00 a student

Please make checks payable to the
California Charter Schools Association.
Mail payments to:

California Charter Schools Association
PO Box 86087 Los Angeles, CA 90086

Member ID: A-04455
Bella Mente Montessori Academy
1737 West Vista Way
Vista, CA 92083-2112

Questions: You can pay by credit card in
the member portal, or if you have
questions about your invoice email
membership@ccsa.org

Total Amount Due: \$6,784.00

Pay by Wire:

City National Bank
Account #: 401599800
Account Name: California Charter Schools
Association
Bank Routing #: 122016066
Swift Code: CINAUS6L
EIN: 51-0465703

Link to [W-9](#)

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Table of Contents

GENERAL PROVISIONS	1
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	2
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)	3
7. DEFINITIONS	4
ADMINISTRATION OF CONTRACT	5
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10
EDUCATIONAL PROGRAM	11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	17

33.	SURROGATE PARENTS AND FOSTER YOUTH	18
34.	DUE PROCESS PROCEEDINGS	18
35.	COMPLAINT PROCEDURES	18
36.	STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37.	TRANSCRIPTS	19
38.	STUDENT CHANGE OF RESIDENCE	19
39.	WITHDRAWAL OF STUDENT FROM PROGRAM	19
40.	PARENT ACCESS	20
41.	LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
42.	STATE MEAL MANDATE	21
43.	MONITORING	21
	PERSONNEL	22
44.	CLEARANCE REQUIREMENTS	22
45.	STAFF QUALIFICATIONS	23
46.	VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	24
47.	STAFF ABSENCE	24
48.	STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
	HEALTH AND SAFETY MANDATES	25
49.	HEALTH AND SAFETY	25
50.	FACILITIES AND FACILITIES MODIFICATIONS	25
51.	ADMINISTRATION OF MEDICATION	25
52.	INCIDENT/ACCIDENT REPORTING	26
53.	CHILD ABUSE REPORTING	26
54.	SEXUAL HARASSMENT	26
55.	REPORTING OF MISSING CHILDREN	26
	FINANCIAL	26
56.	ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES	26
57.	RIGHT TO WITHHOLD PAYMENT	27
58.	PAYMENT FROM OUTSIDE AGENCIES	29
59.	PAYMENT FOR ABSENCES	29
60.	LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	30
61.	INSPECTION AND AUDIT	30
62.	RATE SCHEDULE	31
63.	DEBARMENT CERTIFICATION	31
	EXHIBIT A: 2025-2026 RATES	33
	EXHIBIT B: 2025-2026 ISA	35

2025-2026

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Levy Audiology, P.C.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2025, between Bella Mente Montessori Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Levy Audiology, P.C. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or

revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (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.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which

certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

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

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

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

- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons,

agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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 no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the

LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately

caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required

by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of

Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days

provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it’s implementing regulations. If the 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 Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires 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 behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, 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. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

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

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

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

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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

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

student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to

LEA students at the nonpublic school on its own or by another local school district.

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

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

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

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

43. MONITORING

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, 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.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license,

certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special

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

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

47. STAFF ABSENCE

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

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of

conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence

verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

Levy Audiology, P.C.

Nonpublic School/Agency Name

By:  Signature

August 22, 2025
Date

Amanda Levy, Owner

Name and Title of Authorized Representative

LEA

Bella Mente Montessori Academy

LEA Name

By:

Signature

Date

Erin Feeley

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Amanda Levy, Au.D. Owner					
Name and Title Levy Audiology, P.C.			Name and Title Erin Feeley, Superintendent		
Nonpublic School/Agency/Related Service Provider			LEA		
Levy Audiology, P.C.			Bella Mente Montessori Academy		
Address 1 Civic Center Drive Suite 330			Address 1737 W Vista Way		
City San Marcos	State CA	Zip 92069	City Vista	State CA	Zip 92083
Phone (760) 571-9465		Fax 1 760-254-9930	Phone (760) 621-8948		Fax
Email amanda@levyaudiology.com			Email efeeley@bellamentecharter.org		

LEA Billing Contact
(Required if completed)

Additional LEA Notification
(Required if completed)

Name and Title District Office Management	Name and Title Jocylinn Roberts, Director of Special Education
Address 1737 W Vista Way	Address 1737 W Vista Way
City Vista	City Vista
State CA	State CA
Zip 92083	Zip 92083
Phone (760) 621-8948	Phone (760) 621-8948
Fax	Fax
Email invoices@bellamentecharter.org	Email jroberts@bellamentecharter.org

Levy Audiology

2025-2026 Auditory Processing Services and Fees

The services listed below are for a typical educational evaluation for auditory processing disorder. Individual cases vary in terms of services and exact time required for unit-dependent items. NOTE: if SAM or additional insurance coverage is required, the cost will be added to the below fees.

Diagnostic Service, etc.	Fee	Units
Peripheral Diagnostic Audiology Evaluation	\$310	1
Comprehensive Central Auditory Processing Evaluation and Detailed Report	\$1850	1
APD Reassessment after Therapy including report	\$540	1
Review of Records	\$180/hour	1-2 typical
Consultation with Staff/IEP Team/Parent	\$180/hour	1-2 typical
Classroom Observation/Functional Listening Evaluation (1 hour minimum)	\$180/hour	1-2 typical
IEP/Staffing Attendance	\$180 first hr \$200 per hr +1st	1 typical
Travel Time (to and from)	70 cents/mile if under 20 miles. \$80 per hour if over 20 miles.	As needed

Therapy Service	Fee
Auditory Processing Therapy/Auditory Training <i>Auditory training using evidence-based practices is based upon the student's individual deficits in auditory processing. Sessions typically occur once per week for 12 weeks and then progress is re-assessed. Sessions are between 30 minutes to one hour in duration. Homework may be assigned for the student to complete between sessions. Sessions can be in-person or virtual.</i>	\$180 each session
Travel Time (to and from, if needed) under 20 miles only	70 cents/mile

Payment by check can be made out to Levy Audiology P.C.

Levy Audiology P.C. will provide a monthly invoice for services rendered. Payment is due within 30 days of invoice, unless other arrangements are made ahead of time.

Amanda Levy, Au.D. | (760) 571-9465 | amanda@levyaudiology.com | www.levyaudiology.com

Levy Audiology

No-Show Policy <i>All appointments receive at minimum a text/email confirmation upon scheduling, and a text confirmation 24 hours prior to the appointment. Exceptions can be made for sudden illnesses/emergencies at Levy Audiology's discretion.</i>	Fee
Evaluations A no-show fee is applied to evaluations that are canceled without at-least 48 hours notice.	\$540
Auditory Processing Therapy/Auditory Training A no-show fee is applied for therapy sessions that are canceled without at-least 24 hours notice.	\$180
Travel Time (to and from, if needed)	70 cents/mile

EXHIBIT B: 2024-2025 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

_____ during the extended school year

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

_____ during the extended school year

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

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

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

B. RELATED SERVICES:

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							

**PCCO #001**

Richard & Richard Construction Company Inc.
234 Venture Street, Suite 100
San Marcos, California 92078
Phone: (760) 759-2260

Project: 2514 - Bella Mente Asphalt
1737 West Vista Way
Vista, California 92084

Prime Contract Change Order #001: CE #002 - Additional Asphalt RR

TO:	Bella Mente Montessori Academy 1737 W. Vista Way Vista, California 92083	FROM:	Richard & Richard Construction Co. Inc. 234 Venture Street #100 San Marcos California 92078
DATE CREATED:	7/ 16 /2025	CREATED BY:	Braydon Knott (Richard & Richard Construction Co. Inc)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Braydon Knott (Richard & Richard Construction Co. Inc)	REVIEWED BY:	
DUE DATE:	07/18 /2025	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Owner Directed Change
PAID IN FULL:	false	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	12 days
FIELD CHANGE:	No	CONTRACT FOR:	1:Asphalt
		TOTAL AMOUNT:	\$ 19,533.50

DESCRIPTION:

CE #002 - Additional Asphalt RR

This CO is for an additional 2,000 SF of asphalt to be removed and replaced at the lunch area.

ATTACHMENTS:**CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:**

COR #	Title	Schedule Impact	Amount
001			\$ 19,533.50
TOTAL:			\$19,533.50

CHANGE ORDER LINE ITEMS:**PCCO #001**

#	Cost Code	Description	Funding Source	Type	Amount
1	2-2413.000 - Asphalt Paving	Additional Asphalt RR		Subcontract	\$ 17,185.00
Subtotal:					\$17,185.00
Insurance: 1.50% Applies to All Line Items					\$ 257.78
Overhad: ≈ 7.17% Applies to All Line Items					\$ 1,231.47
Profit: 5.00% Applies to All Line Items					\$ 859.25
Grand Total:					\$19,533.50



PCCO #001

Bella Mente Montessori Academy

1737 W. Vista Way
Vista California 92083

DocuSigned by:
Erin Feeley
FF54EC7614454C5...
7/16/2025
SIGNATURE DATE

Richard & Richard Construction Co. Inc.

234 Venture Street #100
San Marcos California 92078

DocuSigned by:
Jeremy Palmer
6274ACB2BA294C8...
7/16/2025
SIGNATURE DATE

**PCCO #002**

Richard & Richard Construction Company Inc.
234 Venture Street, Suite 100
San Marcos, California 92078
Phone: (760) 759-2260

Project: 2514 - Bella Mente Asphalt
1737 West Vista Way
Vista, California 92084

Prime Contract Change Order #002: Lunch Area Asphalt RR

TO:	Bella Mente Montessori Academy 1737 W. Vista Way Vista, California 92083	FROM:	Richard & Richard Construction Co. Inc. 234 Venture Street #100 San Marcos California 92078
DATE CREATED:	7/ 21 /2025	CREATED BY:	Braydon Knott (Richard & Richard Construction Co. Inc)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	Lunch Area
DESIGNATED REVIEWER:	Braydon Knott (Richard & Richard Construction Co. Inc)	REVIEWED BY:	
DUE DATE:	07/31 /2025	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Owner Directed Change
PAID IN FULL:	false	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Asphalt
		TOTAL AMOUNT:	\$ 30,156.51

DESCRIPTION:

CE #003 - Lunch Area Asphalt RR

The CO is for the removal and replacement, and re-striping of all existing asphalt in the lunch area, extending to the street, painting of the yellow curb, and changing of the asphalt markings in the drop-off lane from "Pull-Forward" to "Forward-Pull."

ATTACHMENTS:**CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:**

COR #	Title	Schedule Impact	Amount
002			\$ 30,156.51
TOTAL:			\$30,156.51

CHANGE ORDER LINE ITEMS:**PCCO #002**

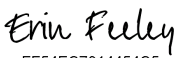
#	Cost Code	Description	Funding Source	Type	Amount
1	2-2413.000 - Asphalt Paving	Lunch Area RR		Subcontract	\$ 27,415.00
Subtotal:					\$27,415.00
Insurance: 1.50% Applies to All Line Items					\$ 411.23
Overhad: ≈ 3.5% Applies to All Line Items					\$ 959.53
Profit: 5.00% Applies to All Line Items					\$ 1,370.75
Grand Total:					\$30,156.51



PCCO #002

Bella Mente Montessori Academy
1737 W. Vista Way
Vista California 92083

Richard & Richard Construction Co. Inc.
234 Venture Street #100
San Marcos California 92078

DocuSigned by:

7/31/2025

SIGNATURE DATE

DocuSigned by:

7/31/2025

SIGNATURE DATE

**PCCO #003**

Richard & Richard Construction Company Inc.
234 Venture Street, Suite 100
San Marcos, California 92078
Phone: (760) 759-2260

Project: 2514 - Bella Mente Asphalt
1737 West Vista Way
Vista, California 92084

Prime Contract Change Order #003: Additional Work

TO:	Bella Mente Montessori Academy 1737 W. Vista Way Vista, California 92083	FROM:	Richard & Richard Construction Co. Inc. 234 Venture Street #100 San Marcos California 92078
DATE CREATED:	8/ 15 /2025	CREATED BY:	Braydon Knott (Richard & Richard Construction Co. Inc)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Braydon Knott (Richard & Richard Construction Co. Inc)	REVIEWED BY:	
DUE DATE:	08/22 /2025	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Owner Directed Change
PAID IN FULL:	false	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	CONTRACT FOR:	1:Asphalt
		TOTAL AMOUNT:	\$ 18,928.92

DESCRIPTION:

CE #004 - Additional Work

This CO is for all additional work and labor for the following items;

- Exhaust fan for Mr. Wagner's room
- Plumbing for the 2nd floor mop sink and garbage disposal repair
- FRP installation in (2) bathrooms, urinal divider in the MPR boys bathroom, and the installation of the bathroom accessories
- 2 laborers who were on site for (6) days
- Drywall work, including repair of the 1st floor bathroom under the mop sink and the 2nd floor bathrooms that received FRP.
- Also includes additional GC's to include Supervision time (onsite and office time) and admin time.

ATTACHMENTS:**CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:**

COR #	Title	Schedule Impact	Amount
003			\$ 18,928.92
TOTAL:			\$18,928.92

CHANGE ORDER LINE ITEMS:



PCCO #003

PCCO #003

#	Cost Code	Description	Funding Source	Type	Amount
1	1-102.000 - PROJECT Mgr.	Braydon On-site Time		Labor	\$ 2,375.00
2	1-104.000 - CLERICAL/PROJECT ADMIN	Admin Time		Labor	\$ 500.00
3	1-158.000 - MISC. MATERIALS ALLOWANCE	Drywall materials		Other	\$ 210.00
4	1-192.000 - LABOR	Laborers		Other	\$ 3,213.00
5	2-2050.000 - Soft Demolition	Saw Cut for exhaust fan		Subcontract	\$ 400.00
6	10-10800.000 - Toilet/Bath Accessories	FRP and urinal screen		Other	\$ 5,025.00
7	15-15400.000 - Plumbing	Mop Sink Repair		Subcontract	\$ 785.00
8	15-15700.000 - HVAC	Exhaust Fan		Subcontract	\$ 2,715.00
9	5-5700.000 - Ornamental Metal	Ramp Railing		Subcontract	\$ 700.00
10	1-102.000 - PROJECT Mgr.	Braydon Office Time	Bank Funded	Labor	\$ 325.00
Subtotal:					\$16,248.00
Insurance: 1.50% Applies to All Line Items					\$ 243.72
Overhad: 10.00% Applies to All Line Items					\$ 1,624.80
Profit: 5.00% Applies to All Line Items					\$ 812.40
Grand Total:					\$18,928.92

Bella Mente Montessori Academy
1737 W. Vista Way
Vista California 92083

Richard & Richard Construction Co. Inc.
234 Venture Street #100
San Marcos California 92078

SIGNATUREDATE

SIGNATUREDATE

MEMORANDUM OF UNDERSTANDING
(Expanded Learning Opportunities Program)

This Memorandum of Understanding ("**MOU**") is entered into as of July 1, 2025 ("**Effective Date**") by and between Bella Mente Charter School ("**Bella Mente**") and Boys and Girls Club of Vista, Inc. ("**BGCV**"). Bella Mente and BGCV may be referred to as a "**Party**" or collectively as the "**Parties**" to this MOU. The Parties enter this MOU with regard to the following facts:

A. Bella Mente is a California nonprofit public benefit corporation that operates a public charter school named Bella Mente Montessori Academy. Bella Mente offers a before- and after-school program for students enrolled in its public charter school.

B. Bella Mente receives state funding, as part of its public school principal apportionment, to provide enrichment, play, nutrition and other developmentally appropriate activities before- and after-school, and during non-school days, for its students in Grades TK-6 pursuant to the Expanded Learning Opportunities Program ("**ELOP**"), as described in Education Code section 46120.

C. BGCV is a California nonprofit public benefit corporation that operates extra-curricular programs for children, including camps, clubhouses and other recreational and educational programs, to assist in the mental and physical development of children, creation of a beneficial environment for such development, and the elimination of detrimental influences.

D. The Parties desire for BGCV to provide services to Bella Mente that include operation of the before- and after-school program for students enrolled in Bella Mente's public charter school, and BGCV is able and willing to provide such services to Bella Mente, which shall be provided pursuant to the requirements for ELOP funding and the terms and conditions in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the sufficiency of which is acknowledged, the Parties hereby agree as follows.

1. **Description of Services.** The Parties will collaborate to design a non-instructional time program for students enrolled at Bella Mente's charter school to engage in enrichment, play, nutrition and other developmentally appropriate activities before- and after-school and during non-school days (the "**Program**"). BGCV shall operate the Program for Bella Mente in accordance with the requirements for ELOP funding and subject to the terms and conditions in this MOU (the "**Services**"). BGCV will determine the method, details, and means of performing the Services, and will supply all tools, materials, and equipment required to perform the Services. However, any changes to the Program must be authorized by Bella Mente in writing.

2. **Enrollment.** BGCV shall facilitate and manage student interest and enrollment systems for the Program, including the tuition for students who do not qualify as an Eligible Student. BGCV shall provide tuition-free access to and participation in the Program to any Eligible Student whose parent or guardian requests their placement in the Program. The term "**Eligible Student**" means any student who is enrolled in Bella Mente's classroom-based instructional program in grades TK-6 and who meets the definition of an "unduplicated pupil" by being classified as an English learner, eligible for free or reduced-

price meals, or is a foster youth, as further described in Ed. Code section 42238.02. Upon a parent's or guardian's submittal of enrollment form(s) for an Eligible Student, the Eligible Student shall be enrolled in the Program without tuition charged to the parent or guardian. All Bella Mente students participating in the Program, whether they are an Eligible Student or not, are referred to in the MOU as the "**Participating Students.**" Participating Students and their parents or guardians shall be provided with the following information as part of their enrollment in the Program:

a. Participating Students may not attend the Program on schooldays in which they are absent from Bella Mente's instructional school day, or while they are suspended or expelled from attending school at Bella Mente. Bella Mente staff and BGCV staff will communicate with each other regarding Participating Student absences, suspensions and expulsions.

b. Eligible Students may be deemed as opting not to participate in the Program and may be disenrolled from the Program after 3 unexcused absences during the school year in order for BGCV to enroll the next student on the waiting list and plan for appropriate staffing levels for the Program.

3. **Minimum Days and Hours; Student Ratios.** BGCV shall ensure the Program maintains the appropriate student-to-teacher ratios by grade level, including without limitation a 10:1 ratio for TK and K students, and complies with all requirements for ELOP funding, including without limitation the minimum days and hours described in Ed. Code section 46120(b)(1) as follows:

a. On schooldays, the Program must include in-person before- or after-school expanded learning opportunities that, when combined with Bella Mente's daily instruction minutes, recess, and meals, totals no less than 9 hours per day. "**Schooldays**" is defined in Ed. Code sections 46100, and 46110 to 46119, and includes days when school is taught for purposes of meeting the 175-instructional day offering described in 5 Cal. Code Regs. section 11960.

b. For at least 30 non-schooldays per school year, the Program must include no less than 9 hours of in-person expanded learning opportunities per day. "**Non-schooldays**" means days not identified in Ed. Code section 37223(b)(1)(1), inclusive of Saturdays, and may include extended school year days provided pursuant to Ed. Code section 56345(b)(3).

For the 2025-26 school year, the Parties agree that the Program shall be offered from July 1, 2025 through June 30, 2026 in accordance with the schedule of days and hours provided in Attachment 1 to this MOU ("**Program Schedule**"). The Parties may mutually agree to modify the Program Schedule at any time, for example based on Bella Mente's academic calendar or programmatic needs, by amending Attachment 1. BGCV acknowledges that its failure to maintain the minimum number of days or hours required for ELOP funding may result in reduction or withholding of Bella Mente's apportionment of funds, and in return may result in reduction of funding paid to BGCV pursuant to this MOU.

4. **Attendance Records.** BGCV shall prepare and maintain attendance records for Participating Students, which shall include at a minimum the student's name, each day of attendance at the Program, the hours of attendance each day, and indicating the name of the BGCV staff member who checked-in the student each day and the name of the parent/guardian to whom the student was released

each day ("**Attendance Records**"). At the end of each month, BGCV shall provide Bella Mente a copy of the Attendance Records for Participating Students in the Program during that month, including whether each student is an Eligible Student. BGCV shall maintain such Attendance Records for a minimum of 5 years and make such records available to Bella Mente and its back office provider, auditor, and/or the California Department of Education, upon request.

5. **Expenditure Records.** BGCV shall prepare and maintain expenditure records for its operation of the Program for all Participating Students, which for Eligible Students shall be based upon BGCV's tuition for the Program that would be charged if the student did not qualify for ELOP funding, and all other necessary and reasonable costs incurred by BGCV that are related to providing eligible ELOP activities ("**Expenditure Records**"). At the end of each month, BGCV shall provide Bella Mente an invoice for Eligible Students participating in the Program during that month, as well as a copy of the Expenditure Records that includes separate accounting for Eligible Students and all Participating Students. BGCV shall maintain such Expenditure Records for a minimum of 5 years and make such records available to Bella Mente, its back office provider, auditor, and/or the California Department of Education, upon request.

6. **Compensation for Services.** Bella Mente shall be responsible to compensate BGCV for the tuition costs and eligible ELOP activities provided to Eligible Students, as reflected in the Expenditure Records provided to Bella Mente pursuant to Section 5 above, in a total amount not to exceed \$418,000 for the 2025-26 school year, as reflected in the Program Schedule. Bella Mente shall have no responsibility for tuition or other costs, or the collection, payment or nonpayment of such costs, related to Participating Students who do not qualify as an Eligible Student.

BGCV acknowledges that Bella Mente receives ELOP funding as part of its principal apportionment payments for public school operational funding. Bella Mente, and if needed Bella Mente's back-office provider or auditor, will determine the amount of ELOP funding received with each apportionment payment received by Bella Mente. Within 30 days of each apportionment payment received by Bella Mente, Bella Mente will use the ELOP funding received to compensate BGCV for any unpaid tuition costs and eligible ELOP activities provided by BGCV to Eligible Students, as reflected in the Expenditure Records provided to Bella Mente pursuant to Section 5 above. Bella Mente may withhold payment of any disputed charge in the Expenditure Records until the Parties are able to resolve such dispute in accordance with the process described in Section 16 below.

Because the amount of ELOP funding each fiscal year is determined by the state and is subject to auditing, the Parties understand and agree that Bella Mente cannot guaranty the amount of funding that will be received by Bella Mente or paid to BGCV. In no event shall Bella Mente be responsible for paying BGCV for tuition costs and ELOP activities provided to Eligible Students in an amount that exceeds the total amount of ELOP funding received by Bella Mente. In the event Bella Mente receives less ELOP funding than BGCV has expended on eligible ELOP activities for Eligible Students, the Parties shall meet to address how the Program may be modified in order best serve Participating Students in conformance with the ELOP requirements and available funding. In the event Bella Mente receives more ELOP funding than BGCV has expended on eligible ELOP activities for Eligible Students, as reflected in the Expenditure Records provided to Bella Mente pursuant to Section 5 above, Bella Mente will retain such funds.

7. **Adjustments, Repayments and Penalties.** In the event CDE requires repayment of ELOP funds or imposes a penalty related to the ELOP funds for any reason, the Party or Parties causing such repayment or penalty shall be responsible for its/their share of the repayment or penalty. For example, if BGCV failed to maintain the minimum number of days or hours as required for ELOP funding, then BGCV shall be responsible for the resulting repayment or penalty. Bella Mente may adjust future compensation to BGCV to account for any repayment or penalty for which BGCV is responsible. The Parties shall resolve any dispute regarding adjustments, repayments or penalties in accordance with Section 16 below.

8. **BGCV's Responsibilities.** In addition to the other responsibilities of BGCV set forth in this MOU, BGCV shall be responsible to:

a. Hire the appropriate staff to maintain at all times the staff-to-student ratios within the Program as required for ELOP funding. BGCV shall provide appropriate supervision at all times of its employees and guests, invitees, parents, guardians and students participating in the Program.

b. Ensure that all Program staff have cleared the Department of Justice/Federal Bureau of Investigation criminal background check through LiveSCAN fingerprinting, are appropriately assessed/examined for tuberculosis within the period of 60 days prior to providing any services under this MOU or otherwise meet the requirements of Education Code section 49406, receive appropriate training including incident reporting and child abuse reporting, and are otherwise suitable to work in the Program. BGCV shall not allow any person who has been convicted of a serious or violent felony to enter the Bella Mente campus. BGCV shall immediately provide any subsequent arrest and conviction information it receives to Bella Mente pursuant to the subsequent arrest service. If requested by Bella Mente, BGCV shall certify in writing to Bella Mente that neither BGCV nor any of its employees who are required to submit their fingerprints to the DOJ have been convicted of a felony as defined in Education Code section 45122.1. BGCV shall be solely responsible for any and all costs associated with such background checks, assessments, examinations and training.

c. Ensure that Program staff comply with all applicable federal, state and local laws, regulations, ordinances, policies, and procedures, regarding student health and safety, including Bella Mente's health and safety policies for its students and campus. BGCV shall prohibit alcohol, drugs, controlled substances, smoking, or tobacco in any form or device, on the Bella Mente campus at all times.

d. Accommodate students with disabilities in accordance with state and federal law. BGCV shall not discriminate against students based on disability, and may coordinate with Bella Mente to ensure students with disabilities are appropriately accommodated by and provided meaningful access to the Program.

e. Obtain and maintain all authorizations, permits, approvals, certifications and licenses, that are required for BGCV's business and for its operation of the Program in a competent and professional manner, without the advice or direction of Bella Mente. BGCV shall not use the Bella Mente campus for any purpose in violation of any applicable law, ordinance or regulation of any governmental body or entity, including Bella Mente's policies for its campus. Bella Mente makes no representations or warranties regarding the suitability or permissibility of its campus for BGCV's operations or the Program by entering into this MOU.

f. Ensure that all Program expenditures related to Eligible Students for which BGCV seeks compensation or reimbursement comply with the applicable provisions of federal, state, and local, rules, regulations, and policies, related to the administration, use, and accounting, for public school funds, including without limitation the ELOP requirements in the California Education Code.

g. Report to Bella Mente any proposed deviations within the Program from the ELOP requirements, prior to implementation of such changes.

h. Maintain financial accounts, documents, and records, regarding the Program, including without limitation records regarding Eligible Students, Participating Students, Attendance Records, and Expenditure Records with backup documentation, for at least 5 years following termination or expiration of this MOU. BGCV shall promptly submit requested documents and information regarding the Program, including those listed here, to Bella Mente upon request.

i. Comply with all applicable federal, state, and local, laws and regulations with regard to BGCV's operations, the Program, and its implementation of ELOP funding and requirements.

9. Independent Contractor Status of BGCV.

a. BGCV and its employees are engaged in an independent contractor relationship with Bella Mente in performing all services, duties, and obligations hereunder. Bella Mente shall not exercise any control or direction over the methods by which BGCV will perform the Services. Bella Mente's sole interest and responsibility is to ensure that the Services are performed and rendered in a competent, satisfactory, and legal manner. Upon entering this MOU, BGCV agrees to provide Bella Mente a completed and signed IRS Form W-9. Bella Mente will report all fees paid to BGCV under this MOU on IRS Form 1099.

b. BGCV assumes full responsibility for the performance of its duties under the terms of this MOU and warrants that BGCV and its employee(s) are fully qualified in their specialized skill or expertise to perform such duties. BGCV shall obtain a valid business license and any other license or certification when required, and is providing or capable of providing services to others that are similar to the Services provided to Bella Mente.

c. Any individuals hired or engaged by BGCV to perform the Services under this MOU are, and shall remain, the employees of BGCV, and shall be subject to the ultimate direction and control of BGCV and its directors, officers, and other representatives.

d. BGCV shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, and social security tax withholding and contributions. BGCV and its employees are not entitled to receive from Bella Mente any vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind.

e. It is expressly understood between the Parties that BGCV and any employees of

BGCV are not employees of Bella Mente for any purpose. No employment relationship exists between Bella Mente and BGCV or any of BGCV's employees or agents.

10. **Term of MOU; Termination.** The term of this MOU shall take effect as of the Effective Date and expire on June 30, 2026, unless amended or renewed by the parties in accordance with Section 20 below or terminated in accordance with this Section 10. The term provides the Parties time to plan for and wind down the Program for the 2024-25 school year, as reflected in the Program Schedule.

a. Bella Mente or BGCV may terminate this MOU for Cause prior to the end of the term, in accordance with the procedures set forth herein. For purposes of this Section 10(a), "**Cause**" means material breach of this MOU, which may include, but is not limited to, failure of BGCV to provide the Services as required under this MOU, or any other act or failure to act by Bella Mente or BGCV. Bella Mente or BGCV may terminate for Cause upon 10 calendar days' written notice to the other party. This MOU may also be terminated at any time by mutual agreement of the Parties.

b. In the event of termination for any reason, the following conditions shall apply:

i. Bella Mente shall disburse ELOP funding to BGCV for payment of any unpaid Services or ELOP activities provided by BGCV to Eligible Students, as described in Section 6 above, through the effective date of such termination, but subject to any adjustments, repayments and penalties described in Section 7 above;

ii. Upon Bella Mente's request, BGCV shall provide reasonable assistance to Bella Mente transition the Program to another service provider or in-house to Bella Mente, during which time Bella Mente shall reimburse BGCV for pre-approved, reasonable expenses incurred by BGCV in providing such transition assistance; and,

iii. As soon as practicable, BGCV shall provide Bella Mente all student-related, confidential and other records in BGCV's possession regarding the Program, including without limitation records regarding Eligible Students, Participating Students, Attendance Records, and Expenditure Records with backup documentation.

11. **Confidential Student Information.** To the extent it is necessary and permissible to disclose any personally identifiable information ("**PII**") from Bella Mente student records to BGCV in order to provide the Services under this MOU, Bella Mente designates BGCV and any employee of BGCV performing such services as having a legitimate educational interest solely for the purpose of entitling such persons to access PII under the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g and implementing regulations; "**FERPA**"). BGCV shall comply with all applicable laws related to student education records, including, but not limited to, FERPA. BGCV's use and maintenance of any PII is subject to the direct control of Bella Mente. BGCV shall not disclose any PII received from Bella Mente to any other party without the prior written consent of the parent/guardian. BGCV shall only use the PII for the purpose of providing the Services under this MOU. Upon request from Bella Mente or termination of this MOU, BGCV shall immediately return to Bella Mente or destroy all PII, including all physical copies, drafts, digital, or computer versions.

12. **Intellectual Property; Work Product.** Any intellectual property owned by a Party that is used by or on behalf of the other Party with regard to the Program or pursuant to this MOU shall remain the originating Party's property. No Party shall have the right to grant a license, sublicense, or any other use or rights to the other Party's intellectual property. A Party's use of the other Party's intellectual property under this MOU shall not create any license or other right to continued use of that intellectual property after the termination of this MOU, unless separately agreed to in writing. Upon termination of this MOU, the intellectual property of each Party in the possession of the other Party shall be returned and/or destroyed upon request by the Party seeking such return and/or destruction, except to the extent that such intellectual property is retained for purposes of a Program audit. Any work product created by or on behalf of a Party pursuant to this MOU shall be and remain that Party's property.

13. **Assignment.** No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU, without the express prior written consent of the other Party. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

14. **Liability.** Except as set forth herein, each Party shall be and remain responsible for its own debts and obligations. Except as set forth herein, nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of the other Party.

15. **Insurance and Indemnification.**

a. BGCV shall maintain customary and reasonable insurance types and amounts for its Business, the performance of the Services pursuant to this MOU, and as may be requested by Bella Mentes, including, but not limited to, comprehensive general liability coverage. BGCV shall name Bella Mente as an additional insured and provide Bella Mente evidence of such insurance upon request. BGCV is responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employee(s).

b. BGCV irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Bella Mente, its officers, directors, employees, and agents from and against any and all demands, claims, liabilities, losses, investigations, actions, expenses, and reasonable attorneys' fees ("**Losses**") arising out of any act or omission of BGCV, a third party's designation of BGCV or any of BGCV's employees as an employee of Bella Mente, or BGCV's performance or breach of this MOU, except to the extent that such Losses arise from willful misconduct of Bella Mente.

16. **Dispute Resolution.** If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Program, or the ELOP requirements or funds, the Parties agree to promptly and confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of such written notice, they will in good faith select a mutually agreeable mediator and schedule a non-binding mediation. A principal with appropriate authority for each Party shall be present at the non-binding mediation, and each Party agrees to use best efforts to resolve the dispute at mediation. If the Parties are still unable to come to a resolution within thirty (30) days of the non-binding mediation, the Parties may, but are not required to, agree to arbitrate their dispute in San Diego County

before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

17. **Notice.** All notices, requests, demands, or other communications (collectively “**Notice**”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at the applicable address set forth below:

For Bella Mente: Bella Mente Charter School
ATTN: Erin Feeley
1737 W. Vista Way
Vista, CA 92083
efeeley@bellamentecharter.org

For BGCV: Boys and Girls Club of Vista, Inc.
ATTN: Matt Koumaras
410 W. California Avenue
Vista, CA 92083
matt@bgcvista.com

18. **Survival.** Each Party’s obligations set forth in Sections 7 (Adjustments, Repayments and Penalties), 11 (Confidential Student Information), 12 (Intellectual Property; Work Product), 14 (Liability), 15(b) (Indemnification), and 16 (Dispute Resolution), shall survive termination or expiration of this MOU.

19. **Headings.** The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

20. **Amendments.** This MOU and its attachment may be amended only by the mutual written consent of both Parties.

21. **Entire MOU.** This MOU and its attachment constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

22. **No Third-Party Rights.** This MOU is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this MOU shall create or be deemed to create a relationship or joint venture among the Parties, and any third-party, including a relationship in the nature of a third-party beneficiary or fiduciary.

23. **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable a Party’s performance under this

MOU, the Party's obligation to perform such obligations shall be postponed for a period equal to the time during which such circumstances shall end, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

24. **No Waiver.** No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

25. **Severability.** If any provision of this MOU is invalid or contravenes California law, such provision shall be deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

26. **Governing Law.** This MOU shall be governed by and interpreted under California law.

27. **Interpretation of Agreement.** The Parties acknowledge and agree that this MOU has been negotiated at arm's length and among Parties equally sophisticated and knowledgeable in the manner dealt with in this MOU. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this MOU against the Party that has drafted it is not applicable and this MOU shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this MOU.

28. **Authority to Enter.** Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

29. **Execution; Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy (e.g., DocuSign) of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date indicated below.

Bella Mente Charter School,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____

Boys and Girls Club of Vista, Inc.,
a California nonprofit public benefit corporation

Matt Koumaras
By: _____
Name: Matt Koumaras
Its: MK
Date: 08/13/2025

Attachment 1

Program Schedule (2025-26 School Year)

BGCV shall provide access to and participation in the Program to all Eligible Students, as described in the MOU, in accordance with the Program Schedule and Bella Mente's school calendar for the 2025-26 school year, which may be updated by the Parties from time-to-time as described in Section 3 of the MOU. The school year calendar and Program Schedule is provided below:

SEE ATTACHED CALENDAR

SIGNATURE CERTIFICATE



REFERENCE NUMBER
7B51BA6C-94C8-4A89-A72C-45CB875AFBF6

TRANSACTION DETAILS

Reference Number
7B51BA6C-94C8-4A89-A72C-45CB875AFBF6

Transaction Type
Signature Request

Sent At
08/13/2025 04:08 PM EDT

Executed At
08/13/2025 04:15 PM EDT

Identity Method
email

Distribution Method
email

Signed Checksum
8a87b771c33b0d93a79f71ee9a87514b4bd1b36b329607bf7e6b8773673cf409

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Boys and Girls Club of Vista Inc MOU ELOP 2025-26 418 000

Filename
Boys_and_Girls_Club_of_Vista_Inc_MOU_ELOP_2025-26_418_000.pdf

Pages
10 pages

Content Type
application/pdf

File Size
256 KB

Original Checksum
2f990779896c16de8daaf2fd6c4adab6c8d373e6cef127f9fcb73ae719d36b5

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Matt Koumaras	Status signed	Viewed At 08/13/2025 04:14 PM EDT
Email matt@bgcvista.com	Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	Identity Authenticated At 08/13/2025 04:15 PM EDT
Components 4	IP Address 174.79.240.164	Signed At 08/13/2025 04:15 PM EDT
	Device Microsoft Edge via Windows	
	Typed Signature 	
	Signature Reference ID 595B5A6A	

AUDITS

TIMESTAMP	AUDIT
08/13/2025 04:08 PM EDT	District Office Bella Mente Academies (invoices@bellamentecharter.org) created document 'Boys_and_Girls_Club_of_Vista_Inc_MOU_ELOP_2025-26_418_000.pdf' on Chrome via Windows from 104.2.43.233.
08/13/2025 04:08 PM EDT	Matt Koumaras (matt@bgcvista.com) was emailed a link to sign.
08/13/2025 04:13 PM EDT	Matt Koumaras (matt@bgcvista.com) viewed the document on Microsoft Edge via Windows from 174.79.240.164.
08/13/2025 04:14 PM EDT	Matt Koumaras (matt@bgcvista.com) viewed the document on Chrome via Windows from 135.232.20.45.
08/13/2025 04:15 PM EDT	Matt Koumaras (matt@bgcvista.com) authenticated via email on Microsoft Edge via Windows from 174.79.240.164.
08/13/2025 04:15 PM EDT	Matt Koumaras (matt@bgcvista.com) signed the document on Microsoft Edge via Windows from 174.79.240.164.



Transportation of McKinney-Vento Students Across LEA Boundaries Memorandum of Understanding (MOU)

Statutory Context

School Selection

Section 722(g)(3)(A) of the federal McKinney-Vento Homeless Assistance Act provides children and youth experiencing homelessness with the right to school selection, as follows:

The local educational agency (LEA) serving each child or youth shall, according to the child's or youth's best interest—

- (i) continue the child's or youth's education in the school of origin for the duration of homelessness—
 - (I) in any case in which a family becomes homeless between academic years or during an academic year; and
 - (II) for the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
- (ii) enroll the child or youth in any public school that nonhomeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

Definition of *School of Origin*

Section 722(g)(3)(I)(i) defines *school of origin* as “the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool.”

Determining School Selection Best Interest

Section 722(g)(3)(B) outlines how best interest is to be determined when considering the school selection of a child or youth experiencing homelessness, stating that LEAs must:

- (i) presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth;
- (ii) consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health,

- and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or (in the case of an unaccompanied youth) the youth;
- (iii) provide a written explanation if the child or youth is placed in a school other than the one requested, including information about the right to appeal.
 - (iv) in the case of an unaccompanied youth, ensure that the LEA homeless liaison assists in placement or enrollment decisions, gives priority to the views of the unaccompanied youth, and provides notice to the youth of the right to appeal.

School of Origin Transportation

If it is determined to be in the best interest of a child or youth experiencing homelessness to continue attending the school of origin, transportation will be provided as follows under Section 722(g)(1)(J)(iii):

The State and its LEAs will adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin in accordance with the following, as applicable:

- (I) If the homeless child or youth continues to live in the area served by the LEA in which the school of origin is located, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the LEA in which the school of origin is located.
- (II) If the homeless child's or youth's living arrangements are in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child or youth with transportation to and from the school of origin. If the LEAs are unable to agree upon such a method, the responsibility and costs for transportation shall be shared equally.

Agreement Among Participating LEAs

For the purpose of facilitating cooperation among LEAs in the transportation across LEA boundaries of children and youth experiencing homelessness, all participating LEAs signing this MOU acknowledge and agree to the following:

1. **Eligibility Determination:** In the case of transportation that will be shared due to the crossing of LEA lines, the *enrolling LEA* holds the responsibility for determining whether the child or youth is eligible for McKinney-Vento rights and services according to the McKinney-Vento definition of *homeless child or youth* in Section 725(2).
2. **Notification of Services:** The enrolling LEA will ensure parents, guardians, and unaccompanied youth within each LEA are fully informed of all transportation services, including transportation to the school of origin, available to them (Section 722(g)(6)(A)(viii)).

3. **Timely and Appropriate Transportation:** Transportation will be arranged as promptly as possible and will ensure the safe and timely transportation of the child or youth to and from school. Transportation arrangements may need to be made on a case-by-case basis considering the unique circumstances of each child or youth.
4. **Charter Schools:** Charter schools often do not have geographic boundaries for admissions. When coordinating shared transportation with a charter school, the geographic boundaries of the LEA in which the charter school is located will be used to determine shared transportation arrangements to allow for an equitable solution for involved LEAs.
5. **Mode of Transportation:** Each LEA ultimately determines the mode of transportation they will offer but must ensure that the transportation provided does not create additional barriers to full school participation for the child or youth being transported. LEAs are not required to provide identical modes of transportation for every child or youth.
6. **Cost-Sharing Arrangements:** If one LEA is able and willing to provide transportation both to and from school, and the other participating LEA agrees to this arrangement, the LEA providing transportation may invoice the other LEA for 50% of the cost of transportation. Participating LEAs should establish policies to facilitate invoicing and payment or utilize SDCOE auditor transfers, as needed.
7. **Special Education Considerations:** If a child's or youth's Individualized Education Program (IEP) includes transportation as a related service under the Individuals with Disabilities Education Act (IDEA), the McKinney-Vento programs of the involved LEAs may share the cost of any excess mileage needed to transport the child or youth to the school of origin, when appropriate and by mutual agreement between each LEA's IDEA and McKinney-Vento programs..

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as a statement of their mutual intentions and understanding, as of the dates written below on the following signature pages:

LEA NAME

By (Authorized Signature)

Name (Type or Print)

Title

Date

Transportation of McKinney-Vento Students Across LEA Boundaries MOU Signature Page

LEA NAME

By (Authorized Signature)

Name (Type or Print)

Title

Date

Transportation of McKinney-Vento Students Across LEA Boundaries MOU Signature Page

LEA NAME

By (Authorized Signature)

Name (Type or Print)

Title

Date

INDEPENDENT CONTRACTOR AGREEMENT

(BCBA Supervision and Evaluation Services)

This Independent Contractor Agreement ("Agreement") is entered into as of August 27, 2025 ("Effective Date") by and between Bella Mente Charter School ("Bella Mente") and Yasaman Shirinzadeh ("Contractor"), dba () collectively referred to as the "Parties", with respect to the following facts:

WHEREAS, Bella Mente is a California nonprofit public benefit corporation that operates the public charter schools known as Bella Mente Academies and located in Vista, California;

WHEREAS, Contractor is experienced, qualified, and engaged in the business of providing BCBA Supervision and Evaluation Services services; and

WHEREAS, Bella Mente desires to retain Contractor as an independent contractor for the purpose of providing the Consulting Services described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the Parties agree as follows:

Section 1. Nature of Services and Relationship.

1.1 Contractor is hereby engaged by Bella Mente to perform the services specified in Attachment A (the "Consulting Services"), which is incorporated by reference. Contractor shall determine the method, details and means of performing all Consulting Services. Contractor shall supply at its own expense all tools, materials and equipment required to perform all Consulting Services under this Agreement, to the extent that any are required. Contractor assumes full responsibility for the performance of all Consulting Services provided under this Agreement. Bella Mente does not guarantee any minimum amount of work by this Agreement. Except as authorized in writing by Bella Mente, Contractor shall not have authority to enter into any contracts or agreements on behalf of Bella Mente.

1.2 Bella Mente's usual course of business is operating tuition-free public charter schools. Contractor's expertise and skill set is in the area of providing BCBA Supervision and Evaluation Services services, and Contractor warrants that it is engaged in an independent and bona fide business operation in such area, markets itself as such, is in possession of a valid business license/insurance when required, and is providing similar services to others.

1.3 Contractor assumes full responsibility for the performance of its duties under the terms of this Agreement and warrants that it is fully qualified in Contractor's specialized skill or expertise to perform such duties. Bella Mente will not provide any training or instruction to Contractor concerning the

manner and means of providing the services that are subject to this Agreement because Contractor warrants that it is highly skilled at providing BCBA Supervision and Evaluation services, and is providing similar services to others.

1.4 Bella Mente acknowledges that it does not and will not control or direct Contractor with regard to the manner or means in which Contractor performs its duties under this Agreement. Bella Mente shall simply have the right to approve or disapprove the final services provided by Contractor and shall have the right to set timing requirements (such as when Contractor may be present on campus) for the completion of services pursuant to this Agreement. Contractor understands and agrees that Contractor lacks the authority to bind Bella Mente contractually, conduct business on Bella Mente's behalf, or incur any obligations on behalf of Bella Mente. Specifically, Contractor agrees not to represent Contractor as an employee of Bella Mente in any capacity, including without limitation when interacting with Bella Mente's students, parents, vendors, or other community members (attire, verbal statements, e-mail, telephone, business cards, etc.).

1.5 If Contractor is a corporation or LLC or otherwise uses employees and/or agents in any capacity to fulfill this Agreement, Contractor warrants that all provisions of this Agreement are binding on each of Contractor's employees and agents.

1.6 Independent Contractor and Not Employee; No Employment Relationship. It is expressly understood between the Parties that Contractor is an independent contractor and not an employee of Bella Mente. No employment relationship exists between the Parties or any of Contractor's employees or agents.

_____ **Contractor's Initials Regarding Section 1.6.**

Section 2. Term of Services and Termination of Agreement.

Contractor agrees to perform services for Bella Mente pursuant to the terms of this Agreement from the Effective Date through June 30, 2026 ("Termination Date"), unless any of the following occur: (1) the Parties agree in writing to renew the term of this Agreement, for a defined project or period of time, pursuant to the same terms of this Agreement ("Extension Date"); or (2) the Parties agree in writing to otherwise modify the terms of this Agreement in accordance with Section 10.2.

Notwithstanding this previous sentence, Contractor or Bella Mente may terminate this Agreement at any time, with or without reason, by providing 14 days' written notice to the other party.

Notwithstanding any other provision of this Agreement, certain terms of this Agreement shall remain in effect after the Termination Date (including without limitation Sections 5, 6, 7, 9 and 11.1 of this Agreement).

Section 3. Payment and Invoicing.

In exchange for Contractor's performance of the Consulting Services set forth in Attachment A, Bella Mente shall compensate Contractor in accordance with the Rate Sheet (not to exceed a total amount of \$91,080), subject to early termination as provided in Section 2 of this Agreement. To qualify for payment, Contractor shall submit to Bella Mente on a weekly or monthly basis itemized invoices for all services rendered pursuant to this Agreement. Bella Mente shall pay Contractor the non-disputed amount invoiced within 30 days of its receipt of each invoice. Any damages or costs incurred by Bella Mente, including without limitation replacement costs, as a result of Contractor's failure to competently perform under this Agreement may be deducted by Bella Mente from any amounts owed to Contractor.

Section 4. Materials/Equipment.

Contractor is responsible for any costs associated with providing services under this Agreement, including without limitation any materials or equipment.

Section 5. Contractor's Obligation to Pay Taxes; Tax Indemnification.

5.1 All compensation called for under this Agreement will be paid without deductions or withholdings and will be accompanied by a Form 1099 at year end. As an independent contractor, Contractor agrees that it will be solely responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided for its services under this Agreement. In addition, Contractor shall fill out and execute a Form W-9. Bella Mente shall have the right to inspect and audit Contractor's tax records as necessary to ensure compliance with this Agreement.

5.2 Bella Mente shall not have a duty to defend or indemnify Contractor against any tax claim or assessment associated with any payments under this Agreement. Contractor shall cooperate in the defense of any tax claims brought against Bella Mente associated with any such payments. Further, Contractor shall indemnify and hold Bella Mente harmless against any action, claim, charge, investigation, or other proceeding taken against Bella Mente in the event that any taxing authority challenges the allocation or characterization of the payment and/or seeks payment of taxes, interest, penalties, costs, fees, damages, interest, or other assessments from it in connection with any payments under this Agreement. This Section further incorporates by reference Contractor's obligations set forth in Section 7.

Section 6. Insurance; Business Requirements; Related Obligations.

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs, and expenses (including counsel fees) arising out of or in connection with

CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the services provided:

- Professional Liability / Errors & Omissions Insurance (including Malpractice Coverage):
\$1,000,000 per occurrence / \$2,000,000 aggregate. Coverage shall include claims related to professional supervision, evaluation services, data collection, and reporting obligations. Coverage shall also include Sexual Molestation and Abuse coverage, either within the Professional Liability policy or through a supplemental endorsement.
- Commercial General Liability Insurance:
\$1,000,000 per occurrence / \$2,000,000 aggregate, covering claims arising from school-related services provided under this Agreement. The policy may not contain an exclusion for sexual molestation or abuse claims.
- Workers' Compensation Insurance:
If CONTRACTOR employs staff, CONTRACTOR shall maintain Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, including Employers' Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR is a sole practitioner with no employees, Workers' Compensation coverage is not required.

Auto Liability Insurance is not required for virtual services unless CONTRACTOR uses a vehicle to perform services at school sites, student homes, or other approved educational locations. In such cases, CONTRACTOR shall comply with California auto insurance requirements.

CONTRACTOR shall provide the LEA with certificates of insurance evidencing required coverage upon execution of this Agreement and periodically thereafter upon request. Certificates must include a ten (10) day non-renewal or cancellation notice provision. The Commercial General Liability policy shall name the LEA and its Board of Education as additional insureds. All premiums on insurance policies shall be paid by CONTRACTOR and deemed included in CONTRACTOR's obligations under this Agreement at no additional cost to the LEA.

6.2 Business Requirements

CONTRACTOR shall be responsible for performing all duties incident to operating as an independent business, including without limitation:

- Maintaining professional licensure and certification (BCBA, etc.) required under California law and applicable regulations.
- Complying with all state and federal laws governing student privacy and records (including but not limited to FERPA).

- Maintaining and safeguarding documentation related to supervision, evaluations, data collection, and progress reporting as part of the student's educational record.
- Obtaining and maintaining any other licenses (if applicable) and paying all required taxes.

Bella Mente shall have the right to inspect and audit CONTRACTOR's business records as necessary to ensure compliance with this Agreement.

Section 7. Indemnification.

7.1 To the fullest extent allowed by applicable law, and in addition to any other indemnification and/or defense obligations set forth in other provisions of this Agreement, Contractor agrees to defend, indemnify, and hold Bella Mente (including without limitation its officers, directors, shareholders, agents, and employees) harmless from any and all claims, causes of action, charges, demands, costs, expenses, attorneys' fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or equity, or every kind or nature whatsoever, arising out of or relating to Contractor's performance of services or obligations pursuant to this Agreement (including without limitation any conduct or actions by any of Contractor's employees or agents), regardless of any actions by Bella Mente, its officers, directors, shareholders, agents, employees, contractors, clients, or customers ("Claims"). Contractor's duties to defend, indemnify, and hold Bella Mente harmless as set forth in this Section include, but are not limited to, Claims arising out of or relating to any aspect of Contractor's services, Contractor's use of employees or agents of any kind (including without limitation any and all employment-related claims involving Bella Mente and/or with respect to compensation/benefits allegedly being due, such as torts, wage and hour, health/safety, paid sick leave, benefits, unemployment insurance benefits, state disability or paid family leave benefits, workers' compensation, among others), Contractor's breach of this Agreement, customer/client/student disputes of any kind, Contractor's violation of any applicable law, tax issues of any kind, any other applicable laws for which Bella Mente may be liable as an employer relating to Contractor's employees or agents.

7.2 Contractor's duty to defend Bella Mente is entirely separate and independent from Contractor's duty to indemnify and hold Bella Mente harmless. Such defense obligation shall arise immediately upon written notice of any Claims to Bella Mente and shall apply without regard to Bella Mente's liability or whether any liability has been determined. In the event of any Claims for which indemnification is required under this Agreement, Bella Mente reserves the right to select counsel of its own choosing, for which Contractor shall have the responsibility to pay all fees and costs (including without limitation settlement amounts) of such counsel, and control its defense (including without limitation settlement authority). Contractor shall reimburse Bella Mente for all of its fees and costs

(including without limitation settlement amounts) as a result of such indemnification within 15 days of each of Bella Mente's written requests for such payment.

Section 8. Compliance with Laws; Warranties.

Contractor represents and warrants that Contractor shall comply with all applicable laws for purposes of this Agreement, including without limitation wage and hour (state and federal), paid sick leave, employment-related laws, workers' compensation, and all laws relating to the use of Contractor's employees and/or agents (such as hiring, termination, compensation, leaves of absence, benefits, and health and safety, including without limitation OSHA and Cal/OSHA). Contractor further represents and warrants that Contractor and Contractor's employees and/or agents, if any, shall comply with all applicable laws regarding negligence, safety, theft, and property when performing services under this Agreement. Bella Mente shall incur no liability with regard to any violation of applicable laws by Contractor or Contractor's employees and/or agents.

Section 9. Non-Disclosure of Confidential Information.

Contractor shall protect "confidential information" obtained during the course of performing services to Bella Mente pursuant to this Agreement. "Confidential information" includes any information about Bella Mente, its employees, or its students and families, including without limitation any employee and personnel files; student records; student and/or parent lists; any other data, information, or material protected from disclosure by trade secret laws, FERPA, or privacy laws; and any information about Bella Mente's business operations including its records maintenance, file storage and organization, marketing strategies and plans, financial and marketing data, computer records, formulas, and trade secrets. Contractor shall not disclose any confidential information except as expressly authorized by Bella Mente in order for Contractor to perform services under the Agreement or to comply with applicable law. Contractor further agrees and acknowledges that the commitment to protect confidential information is of great value to Bella Mente, and that it significantly affects the successful conduct of Bella Mente's business and its goodwill. Any breach of this Section shall be a material breach of this Agreement. Bella Mente shall be entitled to an emergency injunction to enjoin and restrain the unauthorized disclosure of confidential information by Contractor. Contractor shall immediately return all Bella Mente property, including documents and other confidential information, upon the termination of this Agreement or upon any request by Bella Mente.

Section 10. Mandatory Screening.

Consultant affirms that Consultant and its employees, contractors, and agents, if any, have not committed a serious or violent felony. Consultant shall ensure that all individuals who will provide virtual services to students under this Agreement complete a criminal background check through the

Department of Justice in accordance with Education Code Section 45125.1, prior to providing services. Consultant shall provide School with evidence of such screenings immediately upon request. Because services are performed exclusively in a virtual setting and no employees, agents, or contractors will be physically present on campus, tuberculosis screening shall not be required.

Section 11. Miscellaneous.

11.1 Governing Law; Disputes. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of California, without reference to its choice of law rules. The Parties agree to submit any and all disputes or claims arising from or relating to this Agreement (including without limitation enforcement of, breach of, or interpretation of this Agreement) to mandatory and binding arbitration. Each party shall be responsible for its own costs and attorneys' fees in connection with the arbitration; however, the Parties shall equally split the costs of the arbitration (i.e., the arbitrator).

11.2 Entire Agreement. This Agreement (including its attachment) sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all other oral or written agreements, representations, and understandings. This Agreement may only be modified by a writing signed by Contractor and Bella Mente.

11.3 Successors and Assigns. This Agreement shall be binding upon the successors, assigns, and legal representatives of Contractor and inures to the benefit of any successors or assigns of Bella Mente.

11.4 Construction. The headings used herein are for convenience or reference only and shall not affect the construction of, or be taken into consideration in interpreting, any provision of this Agreement. This Agreement shall not be interpreted against a party by virtue of such party's participation in the drafting of the Agreement or any provisions herein.

11.5 Severability. The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

11.6 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by overnight mail, facsimile, email and/or by hand to the address of Contractor or to the principal office of Bella Mente as follows:

To Bella Mente: Bella Mente Academies

To Contractor: _____

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

11.7 Waivers. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding on the Parties unless it is executed in writing by the party making the waiver.

11.8 Authority. The individuals signing below on behalf of an entity represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity.

11.9 Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original and all such counterparts together shall constitute one agreement. To the maximum extent permitted by law or by any applicable governmental authority, any document may be signed and transmitted by facsimile, PDF, e-mail, DocuSign, electronic signature, scanned, or similar electronic means with the same validity as if it were an ink-signed document.

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

11.11 STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS. The CONTRACTOR shall maintain copies of student progress reports, supervision notes, and evaluation summaries at the CONTRACTOR's place of business and shall provide such documentation to the LEA upon request.

The CONTRACTOR shall provide the LEA with access to supporting documentation used to determine progress toward behavioral, social-emotional, or skill acquisition goals and objectives. Such documentation may include, but is not limited to, data sheets, observation notes, log sheets, supervision notes, pre/post skill probes, rubrics, and any other data collection used to evaluate progress or lack of progress on IEP goals, transition plans, or behavior intervention plans. The LEA may request such documentation at any time within five (5) years of the date of service, and the CONTRACTOR shall provide it within five (5) business days of request, unless the LEA grants additional time.

The CONTRACTOR shall complete required evaluations, progress reports, or supervision summaries no later than ten (10) days prior to the student's annual or triennial IEP team meeting, for the purpose of reporting on present levels of performance and progress toward IEP goals, as required by state and federal laws and LEA policies. CONTRACTOR shall provide sufficient copies of reports and projected goals to the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall also maintain supporting documentation (e.g., test protocols, skill acquisition graphs, behavior data) which shall be made available to the LEA within five (5) business days of request.

All evaluation and supervision costs related to updating student progress, developing present levels of performance, or conducting required reviews shall be included within the Independent Services Agreement (ISA). Assessments resulting from a formal assessment plan shall be conducted by the LEA unless the LEA specifies in writing that CONTRACTOR is to perform such assessments. Any such additional assessment costs must be pre-approved by the LEA and may be added to the ISA at the LEA's sole discretion.

Supervision provided by a Board Certified Behavior Analyst (BCBA), consistent with Title 5 Regulation subsection 3065, shall include direct observation of services, data review, case conferencing, staff training, and program design consistent with BACB professional and ethical standards. Such supervision shall be included as direct services under the ISA as appropriate to support student progress and program integrity.

The CONTRACTOR shall not charge the student's parent(s) or LEA separately for progress reports, supervision notes, evaluations to establish present levels of performance, interviews, and/or participation in meetings. It is understood that all billable hours are limited to those specified in the ISA and consistent with the IEP. Copies of data collection notes, graphs, charts, and related records are considered part of the student's educational file and shall be made available to the LEA upon written request.

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

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement as of the Effective Date, and they acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

Bella Mente Charter School,

a California nonprofit public benefit corporation

Dated:

Erin Feeley, Executive Director

Contractor

Dated:

Yasaman Shirinzadeh, Contractor

Attachment A Scope of Services

Independent Contractor will provide professional services to Bella Mente Montessori Academy (“BMMA”) as a **Licensed Educational Psychologist** and **Board Certified Behavior Analyst (BCBA)**. Services will be delivered **virtually, unless otherwise agreed in writing**, and shall include:

1. BCBA Supervision

- Provide ongoing virtual supervision of staff, candidates, or paraprofessionals as required to maintain compliance with professional certification standards.
- Guide, train, and support supervisees in the implementation of behavior intervention strategies, data collection, and ethical practices.
- Conduct supervision meetings, review case materials, and provide performance feedback in alignment with BACB (Behavior Analyst Certification Board) requirements.

2. Evaluation Services

- Conduct virtual evaluations, including **Functional Behavioral Assessments (FBAs)**, to identify student needs and support educational programming.
- Review records, collect data, and consult with school staff and parents/guardians as part of the evaluation process.
- Prepare written reports summarizing findings, recommendations, and strategies for intervention.
- Provide consultation with staff and participation in meetings to explain evaluation results and suggested supports.

3. General Provisions

- All services will be performed in a professional and ethical manner consistent with applicable laws, regulations, and professional standards.
- Hours are inclusive of time required for documentation, consultation, supervision, report preparation, and communication with staff and parents/guardians.
- BMMA shall ensure that necessary records, student data, and staff collaboration are made available to facilitate services.

Compensation for services will be provided at the rates outlined in the attached **Rate Sheet**, which is incorporated into this Agreement by reference.

Rate Sheet

Service	Rate / Details
BCBA Supervision	\$90 per hour (virtual only)
Evaluations (includes FBA)	\$1,600 flat rate per evaluation (virtual only) Includes attendance at one IEP meeting Additional IEP meetings: \$150 per hour
Independent Educational Evaluation (IEE)	\$3,000 flat rate (virtual only) Includes attendance at one IEP meeting Additional IEP meetings: \$150 per hour

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
BELLA MENTE MONTESSORI ACADEMY & PALOMAR FAMILY COUNSELING SERVICE, INC.

This Agreement is made between Bella Mente Montessori Academy (“BMMA”), a California charter school, with its principal place of business at 1737 W. Vista Way, Vista, California 92083 and Palomar Family Counseling Service, Inc. (“Independent Contractor”).

It is the desire of BMMA to engage the services of Independent Contractor to serve BMMA students. Such services and the relationship between BMMA and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. Independent Contractor agrees to perform the services detailed in **Attachment A** on BMMA’s behalf.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, BMMA agrees to pay Independent Contractor the amount of \$60 per hour for services rendered to BMMA, including counseling, record keeping, supervision, and consultation. Independent Contractor will bill BMMA for services rendered by the fifteenth (15th) day following the month of service by submitting an invoice setting forth the nature and hours of the services. BMMA will pay Independent Contractor the amounts as stated herein specified in each monthly billing within thirty (30) days after the receipt of the bill. **The maximum amount Independent Contractor will bill to BMMA is \$26,976.96.**

SECTION 3. MATERIALS. Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

SECTION 4. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES. As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide BMMA with notice that these four items have been obtained by PFCS:

- Negative TB test results for the assigned counselor;
- Completion of the live scan background checks (paid for by Independent Contractor) for the assigned counselor;
- Copy of qualifications, including resume and license or registration as they relate to the services provided under **Attachment A**; and
- Proof of insurance as it relates to the services provided under **Attachment A**.

SECTION 5. TERM OF AGREEMENT. The term of the Agreement shall be for the period of August 13, 2025 through June 4, 2026. Either party may terminate the Agreement as provided below.

SECTION 6. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause at any time by providing thirty (30) days prior written notice to the other party. Those authorized to receive notice for the parties are the signatories of this Agreement.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the BMMA charter.

SECTION 7. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is not an employee of BMMA. Independent Contractor's employees or subcontractors are not BMMA's employees. Independent Contractor and BMMA agree to the following rights consistent with an independent contractor relationship:

- (a) Independent Contractor has the right to perform services for others during the term of this Agreement.
- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed, to the extent that the provision of Independent Contractor's services is consistent with the responsibilities set forth herein at **Attachment A**.
- (c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (d) Independent Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; BMMA shall not hire, supervise or pay any assistants to help Independent Contractor.
- (e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from BMMA in the skills necessary to perform the services required by this Agreement.
- (f) BMMA shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- (g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of BMMA.

SECTION 8. WORKERS' COMPENSATION. BMMA shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

SECTION 9. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. BMMA will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or
- (c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to BMMA. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by BMMA.

SECTION 10. CONFIDENTIALITY. Independent Contractor acknowledges that during the term of this Agreement it will have access to and become acquainted with various innovations, processes, information, records and specifications owned or licensed by BMMA and/or used by BMMA in connection with the operation of its business. Such knowledge will not be shared with other parties.

BMMA understands that all forms of assessment and counseling services performed by Independent Contractor are confidential to protect the privacy of individuals. Disclosures are permissible only when authorized by state or federal law.

SECTION 11. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and BMMA. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

SECTION 12. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 13. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in San Diego County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in San Diego County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 14. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and BMMA. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on BMMA's premises to the extent such actions or omissions were not caused by BMMA. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 15. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- (c) When sent by email to stated email address of the recipient listed below.

Email notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Independent Contractor:
Lisa Turner, Executive Director
1002 East Grand Ave.
Escondido, CA 92025
lturner@pfcs.agency

If to BMMA:
Erin Feeley, Executive Director
1737 W. Vista Way
Vista CA 92083
efeeley@bellamentecharter.org

SECTION 16. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 17. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 18. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SIGNATURES

On Behalf of BMMA:

Erin Feeley, Executive Director

Date: _____

On Behalf of Independent Contractor:

Lisa Turner, Executive Director

Date: _____

Attachment A

Scope of Services

Independent Contractor will provide counseling services to BMMA students for two 7.5-hour days per week from August 13, 2025 through June 4, 2026, or until contract maximum of \$26,976.96 is reached. Hours are inclusive of time necessary for documentation, consultation, supervision, and calls to parents and guardians. Days of the week will be determined by joint agreement.

BMMA shall refer students with behavioral, social, and emotional concerns to Independent Contractor. BMMA shall provide private and confidential space for counseling services to occur.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM F1

TO: Board of Directors

FROM: Executive Director

DATE: 09/09/25

SUBJECT: Discussion and Approval of Unaudited Actuals for the 2024-2025 School Year

ISSUE: Each year the Board of Directors must approve the Unaudited Actuals and school submit to their chartering authority and the County Office of Education.

BACKGROUND: Unaudited Actuals must include the correct ending balances as reported to CDE for

2024-2025 and are used as the basis for the 2025-2026 beginning balances. Per California Education Code Sections 1628 and 42100, our year-end financial reports are due to our authorizing agency by September 15.

For the 2024-2025 school year, the school realized a deficit of \$44,734.81 due to a year end favorable net value adjustment in the treasury account.

FISCAL IMPACT/ FUNDING SOURCE: N/A

RECOMMENDATION: Approve the unaudited 2024-2025 actuals as reported by Charter School Management Corporation.

Respectfully Submitted,

Erin Feeley
Superintendent

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2024 to June 30, 2025

CHARTER SCHOOL CERTIFICATION

Charter School Name: Bella Mente Montessori Academy
CDS #: 37-68452-0128223
Charter Approving Entity: Vista Unified
County: San Diego
Charter #: 1515

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
Roxanna Travers	James Pham	Joshua Eng
Name	Name	Name
Financial Accounting & Data Support Manager	Executive Director, Fiscal Services	CSMC
Title	Title	Title
858-295-6700	760-726-2170	951-526-1920
Telephone	Telephone	Telephone
roxanna.travers@sdcoe.ne	jamespham@v istausd.org	jeng@csmc.ci.com
Email address	Email address	Email address

To the entity that approved the charter school:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: _____ Date: _____
Charter School Official
(Original signature required)
Printed Name: _____ Title: _____

To the County Superintendent of Schools:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)
Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: _____ Date: _____
County Superintendent/Designee
(Original signature required)

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2024 to June 30, 2025

Charter School Name: Bella Mente Montessori Academy
CDS #: 37-68452-0128223
Charter Approving Entity: Vista Unified
County: San Diego
Charter #: 1515

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- X **Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900-6920, 7438, 9400-9489, 9660-9669, 9796, and 9797)**
Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6700, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	3,441,395.00		3,441,395.00
Education Protection Account State Aid - Current Year	8012	82,108.00		82,108.00
State Aid - Prior Years	8019	(32,594.00)		(32,594.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,917,317.00		1,917,317.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		5,408,226.00	0.00	5,408,226.00
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		126,820.00	126,820.00
Special Education - Federal	8181, 8182		70,408.00	70,408.00
Child Nutrition - Federal	8220		202,197.55	202,197.55
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	399,425.55	399,425.55
3. Other State Revenues				
Special Education - State	StateRev SE		386,842.00	386,842.00
All Other State Revenues	StateRev AO	94,149.95	1,277,984.86	1,372,134.81
Total, Other State Revenues		94,149.95	1,664,826.86	1,758,976.81
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	587,777.46		587,777.46
Total, Local Revenues		587,777.46	0.00	587,777.46
5. TOTAL REVENUES		6,090,153.41	2,064,252.41	8,154,405.82
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,702,831.57	473,099.17	2,175,930.74
Certificated Pupil Support Salaries	1200	103,103.05	42,543.71	145,646.76
Certificated Supervisors' and Administrators' Salaries	1300	387,297.48	95,047.98	482,345.46
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		2,193,232.10	610,690.86	2,803,922.96
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	258,634.27	50,307.96	308,942.23
Noncertificated Support Salaries	2200	128,077.76	23,735.43	151,813.19
Noncertificated Supervisors' and Administrators' Salaries	2300	153,786.76	39,287.87	193,074.63
Clerical, Technical and Office Salaries	2400	239,025.46	57,472.91	296,498.37
Other Noncertificated Salaries	2900	6,351.91		6,351.91
Total, Noncertificated Salaries		785,876.16	170,804.17	956,680.33
3. Employee Benefits				
STRS	3101-3102			0.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	222,450.69	59,028.44	281,479.13

Health and Welfare Benefits	3401-3402	294,034.46	69,314.66	363,349.12	
Unemployment Insurance	3501-3502	14,902.34	3,863.90	18,766.24	
Workers' Compensation Insurance	3601-3602	39,417.11	6,857.89	46,275.00	
OPEB, Allocated	3701-3702			0.00	
OPEB, Active Employees	3751-3752			0.00	
Other Employee Benefits	3901-3902	62,165.84	28,453.34	90,619.18	
Total, Employee Benefits		632,970.44	167,518.23	800,488.67	
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	1,091.14	22,767.23	23,858.37	
Books and Other Reference Materials	4200			0.00	
Materials and Supplies	4300	71,492.19	34,597.76	106,089.95	
Noncapitalized Equipment	4400	62,635.97	16,449.92	79,085.89	
Food	4700	936.00	239,994.25	240,930.25	
Total, Books and Supplies		136,155.30	313,809.16	449,964.46	
5. Services and Other Operating Expenditures					
Subagreements for Services	5100			0.00	
Travel and Conferences	5200	37,329.05	16,182.35	53,511.40	
Dues and Memberships	5300	37,771.66	4,000.00	41,771.66	
Insurance	5400	149,662.94		149,662.94	
Operations and Housekeeping Services	5500	276,151.47	16,932.24	293,083.71	
Rentals, Leases, Repairs, and Noncap. Improvements	5600	156,816.34	2,900.00	159,716.34	
Transfers of Direct Costs	5700-5799			0.00	
Professional/Consulting Services and Operating Expend.	5800	701,929.47	677,665.60	1,379,595.07	
Communications	5900	8,153.35		8,153.35	
Total, Services and Other Operating Expenditures		1,367,814.28	717,680.19	2,085,494.47	
6. Capital Outlay					
(Objects 6100-6170, 6200-6700 modified accrual basis only)					
Land and Land Improvements	6100-6170			0.00	
Buildings and Improvements of Buildings	6200			0.00	
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300			0.00	
Equipment	6400			0.00	
Equipment Replacement	6500			0.00	
Lease Assets	6600			0.00	
Subscription Assets	6700			0.00	
Depreciation Expense (accrual basis only)	6900	426,575.77		426,575.77	
Amortization Expense - Lease Assets (accrual basis only)	6910			0.00	
Amortization Expense - Subscription Assets (accrual basis only)	6920			0.00	
Total, Capital Outlay		426,575.77	0.00	426,575.77	
7. Other Outgo					
Tuition to Other Schools	7110-7143			0.00	
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00	
All Other Transfers	7281-7299			0.00	
Transfers of Indirect Costs	7300-7399	(22,245.35)	22,245.35	0.00	
Debt Service:					
Interest	7438		676,013.97	676,013.97	
Principal (for modified accrual basis only)	7439			0.00	
Total Debt Service		0.00	676,013.97	676,013.97	
Total, Other Outgo		(22,245.35)	698,259.32	676,013.97	
8. TOTAL EXPENDITURES		5,520,378.70	2,678,761.93	8,199,140.63	
Description		Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)			569,774.71	(614,509.52)	(44,734.81)
D. OTHER FINANCING SOURCES / USES					

1.	Other Sources	8930-8979			0.00
	Less:				
2.	Other Uses	7630-7699			0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(597,542.36)	597,542.36	0.00
4.	TOTAL OTHER FINANCING SOURCES / USES		(597,542.36)	597,542.36	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)			(27,767.65)	(16,967.16)	(44,734.81)
F. FUND BALANCE / NET POSITION					
1.	Beginning Fund Balance/Net Position				
a.	As of July 1	9791	7,431,594.25	45,030.46	7,476,624.71
b.	Adjustments/Restatements	9793, 9795	103,641.35		103,641.35
c.	Adjusted Beginning Fund Balance /Net Position		7,535,235.60	45,030.46	7,580,266.06
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		7,507,467.95	28,063.30	7,535,531.25
Components of Ending Fund Balance (Modified Accrual Basis only)					
a.	Nonspendable				
1.	Revolving Cash (equals Object 9130)	9711			0.00
2.	Stores (equals Object 9320)	9712			0.00
3.	Prepaid Expenditures (equals Object 9330)	9713			0.00
4.	All Others	9719			0.00
b.	Restricted	9740			0.00
c.	Committed				
1.	Stabilization Arrangements	9750			0.00
2.	Other Commitments	9760			0.00
d.	Assigned	9780			0.00
e.	Unassigned/Unappropriated				
1.	Reserve for Economic Uncertainties	9789			0.00
2.	Unassigned/Unappropriated Amount	9790M			0.00
3.	Components of Ending Net Position (Accrual Basis only)				
a.	Net Investment in Capital Assets	9796	1,709,363.47		1,709,363.47
b.	Restricted Net Position	9797		28,063.30	28,063.30
c.	Unrestricted Net Position	9790A	5,798,104.48	0.00	5,798,104.48
Description		Object Code	Unrestricted	Restricted	Total
G. ASSETS					
1.	Cash				
	In County Treasury	9110	6,229,854.67	981,884.54	7,211,739.21
	Fair Value Adjustment to Cash in County Treasury	9111	3,439.84		3,439.84
	In Banks	9120	702,758.70	28,063.30	730,822.00
	In Revolving Fund	9130			0.00
	With Fiscal Agent/Trustee	9135			0.00
	Collections Awaiting Deposit	9140			0.00
2.	Investments	9150			0.00
3.	Accounts Receivable	9200	84,769.16		84,769.16
4.	Due from Grantor Governments	9290	1,052,258.17		1,052,258.17
5.	Stores	9320			0.00
6.	Prepaid Expenditures (Expenses)	9330	125,940.13		125,940.13
7.	Other Current Assets	9340			0.00
8.	Lease Receivable	9380			0.00
9.	Capital Assets (accrual basis only)	9400-9489	13,187,585.81		13,187,585.81
10.	TOTAL ASSETS		21,386,606.48	1,009,947.84	22,396,554.32
H. DEFERRED OUTFLOWS OF RESOURCES					
1.	Deferred Outflows of Resources	9490			0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES					
1.	Accounts Payable	9500	317,156.91		317,156.91
2.	Due to Grantor Governments	9590	29,340.90		29,340.90
3.	Current Loans	9640			0.00

4.	Unearned Revenue	9650		981,884.54	981,884.54
5.	Long-Term Liabilities (accrual basis only)	9660-9669	13,532,640.72		13,532,640.72
6.	TOTAL LIABILITIES		13,879,138.53	981,884.54	14,861,023.07
J. DEFERRED INFLOWS OF RESOURCES					
1.	Deferred Inflows of Resources	9690			0.00
2.	TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION					
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)					
(must agree with Line F2)			7,507,467.95	28,063.30	7,535,531.25

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. None	\$		0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE			0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999
b. Noncertificated Salaries	2000-2999
c. Employee Benefits	3000-3999
d. Books and Supplies	4000-4999
e. Services and Other Operating Expenditures	5000-5999
TOTAL COMMUNITY SERVICES EXPENDITURES	

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration	Brief Description (If no amounts, indicate "None")	Amount
a.		
b.		
c.		
d.		
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2023-24 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2026-27.

a.	Total Expenditures (B8)	8,199,140.63
b.	Less Federal Expenditures (Total A2)	
	[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	399,425.55
c.	Subtotal of State & Local Expenditures	7,799,715.08
	[a minus b]	
d.	Less Community Services	0.00
	[L2 Total]	
e.	Less Capital Outlay & Debt Service	1,102,589.74
	[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	
f.	Less Supplemental Expenditures made as the result of a Presidentially	0.00

Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$	6,697,125.34
----	--------------

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM F2

TO: Board of Directors

FROM: Superintendent

DATE: 09/09/25

SUBJECT: Approval of 24-25 Prop 28 Annual Report

ISSUE: Approval of Bella Mente Charter School's 2024–25 Proposition 28 (Arts & Music in Schools, "AMS") Annual Report for submission to the California Department of Education (CDE) and posting on the LEA website.

BACKGROUND: Proposition 28 requires LEAs to submit an annual, **board-approved** AMS report via the CDE AMS Reporting Portal and to post the approved report on the LEA's website. The report details:

- **Types of arts programs funded** (how AMS dollars supported arts education).
- **Personnel counts** (FTE teachers, classified personnel, and teaching aides involved in arts instruction).
- **Pupils served** (number of students who participated).
- **School sites** (number of sites providing arts education using AMS funds).

Submission of this report is a **condition of funding** and supports public transparency regarding use of AMS funds.

FISCAL IMPACT/ FUNDING SOURCE: No additional fiscal impact. Preparation and posting of the report are completed with existing staff resources. Approval preserves eligibility for the LEA's Proposition 28 AMS allocation; no General Fund impact.

RECOMMENDATION: It is recommended that the Board **approve the 2024–25 Proposition 28 (AMS) Annual Report** and **authorize the Superintendent or designee to:**

1. Submit the approved report through the **CDE AMS Reporting Portal**, and
2. **Post** the approved report on the LEA website for public access.

Respectfully Submitted,

Erin Feeley
Superintendent

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2024–25

Name:

County-District-School (CDS) Code:

Allocation Year: 2023–24, 2024–25

1. **Narrative description of the Proposition 28 arts education programs funded (2500 character limit).**

During 2024–25, Bella Mente Montessori Academy used Proposition 28 Arts & Music in Schools (AMS) funds to support teachers who provided art instruction during their day. Rather than a separate pull-out model, AMS resources ensured that arts learning was built into the regular schedule so students experienced consistent, standards-aligned instruction in visual and performing arts within the school day.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds

5. Number of students served with AMS funds

6. Number of school sites providing arts education programs with AMS funds

Date of Approval by Governing Board/Body

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2025

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM F3

TO: Board of Directors

FROM: Superintendent

DATE: 09/09/25

SUBJECT: The Board will recognize and express appreciation for Director Dan Niebaum's service and consider acceptance of his resignation from the Board of Directors, effective September 9, 2025

ISSUE: Recognition and appreciation of Director Daniel (Dan) Niebaum for his service on the Board of Directors and consideration of his resignation effective September 9, 2025, with direction on next steps to fill the resulting vacancy in accordance with Board bylaws and applicable law.

BACKGROUND: Director Niebaum has served on the Bella Mente Charter School Board of Directors since February 2025. During his tenure, he has supported the school's mission and governance work through regular meeting participation, thoughtful deliberation, and a clear focus on student success and community partnership.

To facilitate an orderly transition, Director Niebaum has requested that his resignation be effective **September 9, 2025**. This agenda item both recognizes his contributions and provides the Board an opportunity to formally accept his resignation and initiate the vacancy-filling process.

FISCAL IMPACT/ FUNDING SOURCE: None. Minimal administrative costs related to public noticing, roster updates, and recruitment are absorbed within existing budgets; no General Fund impact.

RECOMMENDATION: That the Board of Directors:

1. **Recognize and express appreciation** to Director Daniel (Dan) Niebaum for his service since February 2025, and authorize issuance of a letter and/or certificate of appreciation;
Accept Director Niebaum's **resignation effective September 9, 2025**;
2. **Declare a Board vacancy** as of that date and **authorize the Superintendent or designee** to:
 - Post required notices and **begin recruitment** of qualified candidates consistent with Board bylaws and applicable law;
 - **Update the Board roster**, website, and public records; and
 - Complete any **regulatory/filing closures, if applicable** (e.g., conflict-of-interest filings).

Respectfully Submitted,

Erin Feeley
Superintendent

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM F4

TO: Board of Directors

FROM: Superintendent

DATE: 09/09/25

SUBJECT: The Board will consider and take action to elect Greg McGuire as Secretary and James Smith as Treasurer for the remainder of the current officer term

ISSUE: Consider and take action to elect Greg McGuire as Board Secretary and James Smith as Board Treasurer for the remainder of the current officer term.

BACKGROUND: Pursuant to Board bylaws, officer positions are filled by vote of the Board and any vacancies may be filled for the **unexpired portion of the term**. To ensure continuity of governance functions and oversight, the Board will consider electing Greg McGuire to serve as **Secretary**—responsible for ensuring accurate minutes, notices, and records—and James Smith to serve as **Treasurer**—responsible for financial oversight, including review of budgets, interim reports, audits, and fiscal policies. Both candidates are Board members in good standing and have indicated their willingness to serve.

FISCAL IMPACT/ FUNDING SOURCE: None. Routine administrative updates (e.g., rosters, bank signatories) will be completed with existing staff resources.

RECOMMENDATION: That the Board of Directors:

1. **Elect Greg McGuire as Secretary** for the remainder of the current officer term;
2. **Elect James Smith as Treasurer** for the remainder of the current officer term; and
3. **Authorize the Superintendent or designee** to update all related records and platforms, including: Board roster and website, meeting templates, bank/signatory documents, conflict-of-interest filings as applicable, and any required notifications to authorizers or agencies.

Respectfully Submitted,

Erin Feeley
Superintendent