Bella Mente Montessori Academy

Board of Directors
Scott Moote, President
Daniel Niebaum, Treasurer
Greg McGuire
James Smith

Bella Mente Charter School
Board Meeting Agenda
June 10, 2025

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

Virtual participation:
https://global.gotowebinar.com/join/notStarted.tmpl;jsessionid=27F451553FBF940FCB3A4B3579A26B6C?webinar=6675898231528 56153
(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 6:30 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		**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 June 10, 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

1. **Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates. ONE
2. **Monthly Financial Board Report** - Joshua Eng, Regional School Business Director from CSMC will report on the monthly financial report. ONE
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
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
29. Reveal Math 3 year
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
36. Top Notch Meal Service Contract Amendment

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. Review and Approval of the 2025 Local Indicator Results

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

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. Final Read and approval of 25-27 LCAP

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

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

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

5. Approval of 2025-26 Insurance Proposal

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

6. Discussion and Approval of 2025-26 Preliminary Budget

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

7. Annual Board Training

Executive Director's Recommendation: NA

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: 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**		
04/30/2025	V003798--Amazon Capital Services	01JT1JECE92QYHYDEJFNGBF45H	409.34	04/30/2025
04/29/2025	V003798--Amazon Capital Services	01JSZ04PSS059FEMZSV2WNQC47	150.05	04/30/2025
04/25/2025	V003798--Amazon Capital Services	01JSMPGQ109KS2KVDWDVQ9R306	602.28	04/30/2025
04/23/2025	V003798--Amazon Capital Services	01JSFHRFVF7GJ4NB25W49EKGPV	183.78	04/30/2025
04/22/2025	V003798--Amazon Capital Services	01JSCZBSGM1TCSD85YM8C7GV6H	723.42	04/30/2025
04/21/2025	V003798--Amazon Capital Services	01JS581BVC5TEK580D2FBWK61X	279.00	04/30/2025
04/15/2025	V003798--Amazon Capital Services	01JRTYKS1M8CNGQMY9E68KR4EX	84.06	04/30/2025
04/09/2025	V003798--Amazon Capital Services	01JRBFX05Q8KMKQ5N6SVDTAFS0	202.39	04/30/2025
04/09/2025	V013667--Boonli, LLC	01JRBFVK1YD3N1B9Q8F4S2WPT0	130.00	04/30/2025
04/21/2025	V021523--Boys & Girls Club of Vista, Inc.	01JS57S9HC5TGZ7PKPQJCCTWJ2	350.00	04/30/2025
04/14/2025	V021523--Boys & Girls Club of Vista, Inc.	01JRNSD9W9881WZ50ZA8KMP56C	450.00	04/30/2025
04/04/2025	V021523--Boys & Girls Club of Vista, Inc.	01JQYKV0ZD7H5SZ87Q43Y720XK	31,750.72	04/30/2025
04/09/2025	V014764--California Office Cleaning, Inc.	01JRBFW76J4EG1W1JW78SHVDJY	11,033.00	04/30/2025
04/22/2025	V004070--Cardmember Service - PO Box 6294	01JSCZCCDJ9BBP2RRZ6V02XKJN	1,745.27	04/30/2025
04/14/2025	V000003--Charter School Management Corporation	01JRNSDTX4D73WCHRGRHJEHEK5	10,416.67	04/30/2025
04/04/2025	V000003--Charter School Management Corporation	01JQYKZZW2DZG4YKQ8P5CGMVA2	10,416.67	04/30/2025
04/25/2025	V003242--CINTAS CORPORATION - 29059	01JSMPG7D42VH86WV76PXKQRJ5	57.65	04/30/2025
04/23/2025	V003242--CINTAS CORPORATION - 29059	01JSFHQR1B6C5Y2T534DEZG4XS	57.65	04/30/2025
04/21/2025	V003242--CINTAS CORPORATION - 29059	01JS58009M3BBKKT9QV342NX3E	57.65	04/30/2025
04/14/2025	V003242--CINTAS CORPORATION - 29059	01JRNSDMCD0TQ7EJWZMAJ1WND4	57.65	04/30/2025
04/09/2025	V003242--CINTAS CORPORATION - 29059	01JRBFVTNP94JEQD0SH475V96C	57.65	04/30/2025
04/15/2025	V013192--Cristianna Turvey, M.S CCC-SLP	01JRTYK7XFCB0ZNPQ0RHYB2J02	16,048.00	04/30/2025
04/17/2025	V003246--Department of Justice	01JS03EWEM961996RYAMQXZDNH	98.00	04/30/2025
04/04/2025	V008504--Digital Assurance Certification LLC	01JQYM5TZP0S882Q19V08FD8N8	3,500.00	04/30/2025
04/15/2025	V004175--EMH Sports USA Inc	01JRTYP48V4JMXAGG9D2Y4HFPP	1,080.00	04/30/2025
04/25/2025	V008878--First Student Inc.	01JSMPGBEWF684CJMA25Z8791Y	2,072.80	04/30/2025
04/25/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01JSMP7YYR1PFHXZWMC5G6JVHT	1,855.22	04/30/2025
04/09/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01JRBFV58C6855K9STGVS1AWH7	103.27	04/30/2025
04/04/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01JQYKXSXT2ECPDTXVAN85E425	35.00	04/30/2025
04/25/2025	V019645--Home Depot Credit Services - SAE	01JSMPG3AJ2698M5V4REFW9WJG	35.00	04/30/2025
04/09/2025	V006356--Infinity Communications & Consulting, Inc.	01JRBFTNGNB4F46WVJP1H30CPB	850.00	04/30/2025
04/17/2025	V004418--Kaiser Foundation Health Plan Inc	01JS03J7VMAGAQ7NWGFTJ4D8A6	21,454.15	04/30/2025
04/21/2025	V021524--Kayone Manged Service Provider Inc.	01JS57WNYND4XC5RC2VBPP3F7P	3,300.00	04/30/2025
04/09/2025	V021524--Kayone Manged Service Provider Inc.	01JRBFWFCN5P408YQ3WP9BSKET	3,300.00	04/30/2025
04/15/2025	V016091--Kiwanis Club of Sunrise Vista	01JRTYPWR0BT96M28S87TFE43G	48.00	04/30/2025

Bella Mente-BMC
Check register

Date	Payee	Document no.	Amount	Cleared
04/09/2025	V024696--Levy Audiology, P.C.	01JRBFXQ287SF4NXN7KTZ1MK1Y	1,800.00	04/30/2025
04/15/2025	V009681--Library World, Inc	01JRTYRND5AABQSREJVPP0PCVE	540.00	04/30/2025
04/04/2025	V009974--MJ Akerland, RN, A Professional Nursing Corporation	01JQYM5YSC67WCEPR4X9JJC346	1,305.00	04/30/2025
04/29/2025	V013382--National Benefits Services, LLC Non-ERISA	01JSYZSGYF8BPQD75QPNMJWMZP	7,513.16	04/30/2025
04/22/2025	V013382--National Benefits Services, LLC Non-ERISA	01JSCZ3TDJ8MMYQA3GPGVBHZKY	7,494.46	04/30/2025
04/21/2025	V013382--National Benefits Services, LLC Non-ERISA	01JS57T6HA5VA3R38YVXFX3W7Q	125.00	04/30/2025
04/04/2025	V015661--Native Interpreting	01JQYM29G50AWC1J43HG5188WW	150.00	04/30/2025
04/17/2025	V010336--Palomar Family Counseling Service, Inc.	01JS036WHQ22CJBJKTZVGN2DJ7	3,648.00	04/30/2025
04/24/2025	V003459--Payroll		47,740.36	04/30/2025
04/24/2025	V003459--Payroll		121,068.31	04/30/2025
04/09/2025	V003459--Payroll		49,562.37	04/30/2025
04/09/2025	V003459--Payroll		126,374.83	04/30/2025
04/09/2025	V006051--PowerSchool Group LLC - PO Box 888408	01JRBFV0KZEYX8Z84DRQCBNHX2	1,705.45	04/30/2025
04/09/2025	V024660--Practi-Cal, Inc.	01JRBFV9276ETMVS80203HZSTQ	4,000.00	04/30/2025
04/25/2025	V007043--Purchase Power - PO Box 981026	01JSMPHS0W2YA75XCCW5J7E72D	44.19	04/30/2025
04/25/2025	V012974--Quality Lock & Security Services, Inc.	01JSMP8QNG61TBR49398ZT7NDT	262.38	04/30/2025
04/21/2025	V024724--R&P Solar Inc.	01JS57SBPJEBEH9C2FNGQZB62D	250.00	04/30/2025
04/14/2025	V013453--Rancho Coastal Speech Therapy, Inc.	01JRNSE0HQ37K9GR644VC2NTR0	2,220.00	04/30/2025
04/09/2025	V013410--Richard & Richard Construction Inc	01JRBFVRKVABXSEQGADBH4CWJH	1,220.00	04/30/2025
04/09/2025	V000080--San Diego Gas & Electric	01JRBFXA268WAZRGVT1AZYC2CW	6,326.93	04/30/2025
04/09/2025	V000080--San Diego Gas & Electric	01JRBFXA268WAZRGVT1AZYC2CW	1,755.93	04/30/2025
04/22/2025	V004846--Schola - 2942 N 24th St	01JSCZ6C4A08S7JVYVVKGSKRWT	4,633.33	04/30/2025
04/09/2025	V022154--Scholastic Book Fairs - 639849	01JRBFTAEAB2QP9SV0SS9WNQJX	2,246.46	04/30/2025
04/30/2025	V006126--Scoot Education Inc. - 5670	01JT1JCB5N8X6FAT32SV74FAEY	6,285.00	04/30/2025
04/29/2025	V006126--Scoot Education Inc. - 5670	01JSZ0CDWCBYR2QA6KA7C4ZFT4	1,645.00	04/30/2025
04/25/2025	V006126--Scoot Education Inc. - 5670	01JSMPF3MWDX4WACMASP9MCN21	598.00	04/30/2025
04/22/2025	V006126--Scoot Education Inc. - 5670	01JSCZ45VF7G2MZ2C4JWMH1K3C	1,645.00	04/30/2025
04/21/2025	V006126--Scoot Education Inc. - 5670	01JS57YXJBAKE104PZK73V6V3M	9,194.00	04/30/2025
04/04/2025	V006126--Scoot Education Inc. - 5670	01JQYM1YRY5Y9CZJEGJJKH4EDK	13,518.00	04/30/2025
04/21/2025	V011053--Soliant Health, LLC	01JS57XDZSFWVPXEK7SG1HQNN1	1,504.00	04/30/2025
04/09/2025	V011053--Soliant Health, LLC	01JRBFXK1G23ZQKWB4HD6H0FXE	4,282.62	04/30/2025
04/04/2025	V011480--Top Notch Catering - PO Box 1383	01JQYM25H081N84HKJT7B31KST	23,908.12	04/30/2025
04/04/2025	V014670--Transparent Classroom	01JQYKYMHE8N3H7Z15CGKKTRJS	693.09	04/30/2025
04/09/2025	V013194--UHIC - United Healthcare of CA	01JRBFWQXPAKK4NS4H9AG1DX4V	13,160.96	04/30/2025
04/03/2025	V024610--USA Removals	4008	250.00	04/30/2025
04/30/2025	V011687--VendorMax, Inc.	01JT1JCGP34267WZSQJ6JGBJ81	84.00	04/30/2025
04/24/2025	V011719--Vista Irrigation District	01JSJ3RS6B27ZQ8D5RB104FCTT	157.03	04/30/2025
04/23/2025	V011719--Vista Irrigation District	01JSFHSG3A58CFZ77BRSE21K2C	347.44	04/30/2025

Bella Mente-BMC
Check register

Date	Payee	Document no.	Amount	Cleared
04/23/2025	V011719--Vista Irrigation District	01JSFHSG3A58CFZ77BRSE21K2C	144.65	04/30/2025
04/23/2025	V011719--Vista Irrigation District	01JSFHSG3A58CFZ77BRSE21K2C	611.17	04/30/2025
04/22/2025	V011719--Vista Irrigation District	01JSCYZEE6F9CN31K8T4YZ5K25	169.12	04/30/2025
04/23/2025	V006513--WM Corporate Services, Inc- PO BOX 541065	01JSFJ35GFF72AC4MQFWNTQAED	215.94	04/30/2025
04/09/2025	V000012--Young, Minney & Corr, LLP	01JRBFT39YDXD2737WSGBKSGN1	2,877.00	04/30/2025
04/09/2025	V006522--Zions Bank Corporate Trust		87,248.74	04/30/2025
	Total for Belle Mente General		**683,519.38**	

Bella Mente-BMC
Check register

Date	Payee	Document no.	Amount	Cleared
	Bank: Belle Mente General - Chase Bank	**Account no: 131880730**		
05/13/2025	V021240--Alison's Montessori and Educational Materials	XFGSZ7T92 01JV32BMXA26EM6WY	486.00	In transit
05/30/2025	V003798--Amazon Capital Services	01JWETAM538S2P531VSXYN 5TPG	144.14	In transit
05/28/2025	V003798--Amazon Capital Services	01JW9NNP0RB70RVFS4PAQJ NBNC	86.56	In transit
05/16/2025	V003798--Amazon Capital Services	01JVARXAK8AE30VSE6FZ336 5NQ	75.60	In transit
05/09/2025	V003798--Amazon Capital Services	01JTPANZ6CENXD91DS1W2N KX1C	327.54	In transit
05/05/2025	V003798--Amazon Capital Services	01JT99FM623VY1QRJFNMDB DANS	14.95	In transit
05/01/2025	V003798--Amazon Capital Services	01JT44WE5R39CTGCH2QD95 8DZY	770.82	In transit
05/16/2025	V013667--Boonli, LLC	01JVARV7X4E7G0W1WT45ST KZHP	130.00	In transit
05/16/2025	V021523--Boys & Girls Club of Vista, Inc.	01JVARGZYX1RW24E3TMHQ FGNKJ	30,283.69	In transit
05/01/2025	V003510--California Association of School Business Officials	01JT44X47HDGKY9PS8EFJQ H0VW	1,750.00	In transit
05/16/2025	V007923--California Municipal Finance Authority	01JVARSE0T672TM3EV6HZZ E4HG	2,168.25	In transit
05/16/2025	V014764--California Office Cleaning, Inc.	01JVARWGMN2MM4J6MW2F AHRNWK	11,033.00	In transit
05/29/2025	V004070--Cardmember Service - PO Box 6294	01JWC7TNJ9937R8GWFXBQ E0XGB	5,417.41	In transit
05/05/2025	V000003--Charter School Management Corporation	01JT99G789685M71XFD4K46 W2T	10,416.67	In transit
05/28/2025	V003242--CINTAS CORPORATION - 29059	01JW9NM6TR01YZEBG1RJR QD212	57.65	In transit
05/16/2025	V003242--CINTAS CORPORATION - 29059	01JVARVSXR707NP3NHA2ZJ BF89	57.65	In transit
05/06/2025	V003242--CINTAS CORPORATION - 29059	01JTH10DEQ98YX30F40WW0 0MXE	57.65	In transit
05/01/2025	V003242--CINTAS CORPORATION - 29059	01JT44V54P2SHC7MHG64N3 GVWF	57.65	In transit
05/06/2025	V025083--City of Vista - Sewer AR		5,991.34	In transit

Bella Mente-BMC
Check register

Date	Payee	Document no.	Amount	Cleared
		484G		
05/06/2025	V008349--CPR1	01JTH1FWRK5Q52T4X5KGN6R8WK	259.00	In transit
05/05/2025	V013192--Cristianna Turvey, M.S CCC-SLP	01JT99EZY13XTGHVP62JESCDHZ	10,325.00	In transit
05/29/2025	V008475--Dental Health Services	01JWC80JF83ZVEM04Y7K7G28Y8	316.87	In transit
05/21/2025	V003246--Department of Justice	01JVQMS2V408891T0EBKK98AF6	147.00	In transit
05/13/2025	V023199--Dunne Rite Solutions	01JV32PFAB4CKRW2QYTXZ8KVCQ	5,318.84	In transit
05/29/2025	V019960--EcoGuard Pest Management	01JWC7WGF2DW7M4YF7JJPRTB08	144.00	In transit
05/29/2025	V012752--EDCO Waste & Recycling Service	01JWC7Y5XN57M5T13TFFG2M7ZQ	788.52	In transit
05/01/2025	V012752--EDCO Waste & Recycling Service	01JT44VXGR8V2K1N7P1B9TY92R	788.52	In transit
05/13/2025	V004175--EMH Sports USA Inc	01JV32KFJS6XX92069QNQH0C79	1,080.00	In transit
05/01/2025	V008878--First Student Inc.	01JT44VC1Y6VTHY5C4EMB3DHXJ	2,636.80	In transit
05/20/2025	V008932--Franchise Tax Board-PO 942857	4010	800.00	In transit
05/20/2025	V008932--Franchise Tax Board-PO 942857	4009	2,500.00	In transit
05/05/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01JT99DY7Z8NTFKTRX6BCGVGAN	300.00	In transit
05/01/2025	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01JT44M8B9AR79ZJP1P275EXE5	1,108.74	In transit
05/09/2025	V012976--JK Dots Jan Gary	01JTPAVQMYFN84E4S7T6TFP4Z7	936.00	In transit
05/16/2025	V004418--Kaiser Foundation Health Plan Inc	01JVARP67H7WXPY4YN604FJYGB	21,000.57	In transit
05/28/2025	V021524--Kayone Manged Service Provider Inc.	01JW9NEQMHAT269T7WTHHZCR2J	3,300.00	In transit
05/06/2025	V021524--Kayone Manged Service Provider Inc.	01JTH0RA3A6XBFB8M745PX3QW5	3,300.00	In transit
05/21/2025	V016091--Kiwanis Club of Sunrise Vista	01JVQNA2AB4A6PTTSKX8GY87MP	40.00	In transit
05/16/2025	V024696--Levy Audiology, P.C.	01JVARQEF49TP1N91V54TYNVSQ	262.50	In transit
05/30/2025	V009818--Maintex, Inc.	01JWET7BJN87A528KRWC7SVF42	42.40	In transit
05/29/2025	V009818--Maintex, Inc.	01JWC84WEM5MF69STZ74RN7DRZ	171.94	In transit
05/09/2025	V009818--Maintex, Inc.	01JTPAZ28528HMPHWFDH03HG3G	250.89	In transit
05/09/2025	V009974--MJ Akerland, RN, A Professional Nursing Corporation	01JTPAQD4WDK6B3JQEDTP3975R	1,305.00	In transit
05/01/2025	V003326--Mutual Of Omaha	01JT44N3F37N1NYTBWD2R5N4EX	7,789.18	In transit
05/28/2025	V013382--National Benefits Services, LLC Non-ERISA	01JW9NAZ24ABYEA3V4PMCQ4A9W	7,454.71	In transit
05/16/2025	V013382--National Benefits Services, LLC Non-ERISA	01JVARJ4ZQAS4FP547Q64MEY4E	7,468.80	In transit
05/05/2025	V015661--Native Interpreting	01JT99DGAE4S34WH7AJXHFC399	570.00	In transit
05/09/2025	V019015--Nido Marketing LLC	01JTPAJ0TPCBC2X6CCZ64RF4T3	149.00	In transit
05/28/2025	V010336--Palomar Family Counseling Service, Inc.	01JW9NJ56T8D6PZBV7H9S69NRM	2,736.00	In transit
05/13/2025	V010336--Palomar Family Counseling Service, Inc.	01JV31J64V02396VF677PE8H27	3,192.00	In transit
05/22/2025	V003459--Payroll		48,720.62	In transit
05/22/2025	V003459--Payroll		124,817.16	In transit
05/08/2025	V003459--Payroll		49,738.94	In transit
05/08/2025	V003459--Payroll		126,562.34	In transit
05/09/2025	V012973--Pitney Bowes Global Financial Services LLC	01JTPB0QSD64HEX5ZES053B3PT	103.61	In transit
05/05/2025	V000080--San Diego Gas & Electric	01JT99G9DQ8WV824D22E97JVDR	1,567.32	In transit
05/05/2025	V000080--San Diego Gas & Electric	01JT99G9DQ8WV824D22E97JVDR	4,324.03	In transit

Bella Mente-BMC
Check register

Date	Payee	Document no.	Amount	Cleared
05/16/2025	V004846--Schola - 2942 N 24th St	01JVARVNSBE75D35CNPVA6V89P	4,333.33	In transit
05/30/2025	V006126--Scoot Education Inc. - 5670	01JWET84BM5W2A5YSAG059DJEH	2,139.00	In transit
05/29/2025	V006126--Scoot Education Inc. - 5670	01JWC85ABN60BMBM807GTPXKJS	6,659.00	In transit
05/16/2025	V006126--Scoot Education Inc. - 5670	01JVARSB9C6EGPERWJ3H7T3BZE	11,996.00	In transit
05/13/2025	V006126--Scoot Education Inc. - 5670	01JV32SH09673ZS7SSAKP1TY0S	4,673.00	In transit
05/05/2025	V006126--Scoot Education Inc. - 5670	01JT99D55G9YF92J2KEYT9ZAYQ	7,550.00	In transit
05/29/2025	V011053--Soliant Health, LLC	01JWC83SG00ZFPWRW5XZH1BRNZ	3,190.83	In transit
05/19/2025	V011053--Soliant Health, LLC	01JVDB37ZPER8XMD0YD11N52N3	1,527.50	In transit
05/16/2025	V011053--Soliant Health, LLC	01JVARPT1JETR8HQZGWVNXHSXQ	1,739.00	In transit
05/06/2025	V011053--Soliant Health, LLC	01JTH1B1TVBN2D0858NM3ZV8FM	1,551.00	In transit
05/16/2025	V011480--Top Notch Catering - PO Box 1383	01JVART698BFRH0G42MMGTRFSN	26,533.26	In transit
05/05/2025	V014670--Transparent Classroom	01JT99ECT6700JFW7C5B7CXVT8	695.27	In transit
05/30/2025	V013194--UHIC - United Healthcare of CA	01JWETAE1P7N5G427PHGFH4T8D	9,088.98	In transit
05/05/2025	V013194--UHIC - United Healthcare of CA	01JT99FFMM15JTY08FFA9MKKTK	10,737.38	In transit
05/16/2025	V000018--Wilkinson Hadley King & Co. LLP	01JVARXH4XCY4FRZJS8JKE7R0C	1,200.00	In transit
05/05/2025	V000018--Wilkinson Hadley King & Co. LLP	01JT99FYRG0138PYBCWW6G4ASM	950.00	In transit
05/09/2025	V000012--Young, Minney & Corr, LLP	01JTPAYNJ7EVJR5QG69VS23D4R	3,090.50	In transit
	Total for Belle Mente General		**609,296.92**	

Employment Changes as of June 10, 2025

New Hires Full Time: Classroom Teacher (4)

New Hires Part Time: None

Release:
Instructional Assistant (3)
Classroom Teacher (9)
Registered Behavior Technician (1)
Classroom Behavior Aide (1)

Open Positions for 25-26:

Classified Positions:

Part Time: Instructional Assistant (3)

Full Time: Classified Behavior Aide (1)
Registered Behavior Technician (1)

Certificated Positions:

Part Time: None

Full Time: Classroom Teacher (8)
Education Specialist (1)

Bella Mente Academies

Bella Mente

EL and RFEP

Forms, Supporting Documents, and Resource

1737 West Vista Way, Vista, CA 92083 Phone: (760) 621-8948 :: Fax: (760) 639-0611 www.bellamentecharter.org

Bella Mente Academies

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Bella Mente Academies

Bella Mente Academie's Online Home Language Survey

Home Language Survey

If a language other than English is indicated on lines 1-3 below, The California Education Code requires that your child must be tested for English fluency.

Which language(s) did your son/daughter first speak? required

- Select -

Which language(s) do you most frequently speak to your son/daughter? required

- Select -

Which language(s) does your son/daughter most frequently use at home? required

- Select -

What language is most often spoken by the adults at home? required

- Select -

When receiving school communications (phone calls/text message or documents in digital/hard copy), which language would you prefer? required

- Select -

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Bella Mente Academies

Annual Parent Notification Letter

Federal Title I or Title III and State Requirements

To the parent(s)/guardian(s) of: name

School: Bella Mente Academies
Date: mo, day, year
State Student ID #: 1234

Date of Birth: DOB
Grade: grade
Primary Language: Spanish

Dear Parent(s) or Guardian(s): Your child continues to be identified as an English learner. Each year, we are required to assess your child and notify you of your child's proficiency level in English. We must inform you of the language acquisition program options available. From these options you may choose the one that best suits your child (California Education Code (EC) Section 310). This letter also contains the criteria for a student to exit the English learner (EL) status (20 United States Code [U.S.C.] Section 6312[e][3][A][i],[vi]).

Language Assessment Results
(20 U.S.C Section 6312[e][3][A][ii])

Composite Domains	English Language Proficiency Assessments for California (ELPAC) Scale Score	ELPAC Performance Level
Overall		
Oral Language		
Written Language		

Your child is participating in an Individualized Education Program (IEP), which is on file:

A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached. (20 U.S.C Section 6312[e][3][A][vii]).

Exit (Reclassification) Criteria
(20 U.S.C. Section 6312[e][3][A][vi])

The goal of language acquisition programs is for EL students to become proficient in English as rapidly as possible and to meet state academic achievement measures. The Bella Mente Academies exit (reclassification) criteria are listed below.

Required Criteria (*EC* Section 313[f])	Bella Mente Academies Criteria
English Language Proficiency Assessment	• *ELPAC Overall Performance Level 4*
Optional	*ELA CAASPP score of at least "standard met" (if applicable)*
Comparison of Performance in Basic Skills	*Measure of Academic Performance (MAP)* • *Grades K-8 MAP Reading score on MAP Growth assessment* • *Grades 7 & 8 MAP Language score on MAP Growth assessment*
Teacher Evaluation	• *Teacher(s) provides work samples that confirm(s) that student can perform grade level work independently without the need for English language development or sheltered content instruction.*
Parental Opinion and Consultation	*Parent/Guardian is consulted and provided with the opportunity to agree/disagree with recommendation to reclassify student.*

Academic Achievement Results
(20 U.S.C. Section 6312[e][3][A][ii])

Skill Area	California Assessment of Student Performance and Progress (CAASPP)
English Language Arts	
Mathematics	

Graduation Rate for English Learners
(20 U.S.C. Section 6312[e][3][A][vi])

Local educational agency (LEA) graduation rates are displayed on the Graduate Data report, which is available on the California Department of Education DataQuest web page at http://dq.cde.ca.gov/dataquest/.

Choosing a Language Acquisition Program

Parents or guardians may choose a language acquisition program that best suits their child (EC Section 310). Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible. They provide instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards (20 U.S.C. Section 6312[e][3][A][iii],[v]); EC Section 306[c]).

Language Acquisition Programs Offered

We are required to offer, at a minimum, a Structured English Immersion (SEI) program option (EC Section 305[a][2]).

Structured English Immersion Program: A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for students who are learning English. At minimum, students are offered Designated ELD and provided access to grade level academic subject matter content with Integrated ELD.

Dual-Language Immersion (DLI) Program: A language acquisition program also referred to as **Two-Way Immersion** that provides language learning and academic instruction for native speakers of English and native speakers of another language with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. This program begins in Transitional Kindergarten/Kindergarten (TK/K) and continues to sixth grade.

Transitional Bilingual Program: A language acquisition program for English learners that provides instruction to students utilizing English and a student's native language for literacy and academic instruction, thus enabling an English learner to achieve English proficiency and meet state-adopted academic achievement goals. This program begins in TK/K and continues to third grade where students transition to instruction solely in English.

Developmental Bilingual Program: A language acquisition program for English learners that provides instruction to students utilizing English and a student's native language for literacy and academic instruction, thus enabling an English learner to achieve language proficiency and meet state academic achievement goals. This program begins in TK/K and continues with the goal of biliteracy to sixth grade.

Heritage Language Program: A language acquisition program for English learners that provides instruction to students utilizing English and a student's native language for literacy and academic instruction. These enable non-English speakers or students who have weak literacy skills in their native language to achieve language proficiency and meet academic achievement goals. This program is designed for sixth through eighth and ninth through twelfth grades.

Parents or guardians may choose a language acquisition program that best suits their child. Schools in which the parents or guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction

shall be required to offer such a program to the extent possible (20 U.S.C. Section 6312[e][3][A][viii][III]); EC Section 310[a]).

Parents or guardians may provide input regarding language acquisition programs during the development of the Local Control and Accountability Plan (EC Section 52062). If interested in a different program from those listed above, please contact *Bella Mente's ELD Coordinator at (760)621-8948* to ask about the process.

Although schools have an obligation to serve all EL students, parents or guardians of English learners have a right to decline or opt their children out of a school's EL program or out of particular EL services within an EL program. If parents or guardians opt their children out of a school's EL program or specific EL services, the children retain their status as English learners. The school remains obligated to take the affirmative steps required by Title VI of the Civil Rights Act of 1964 and the appropriate actions required by the Equal Education Opportunity Act of 1974 to provide EL students access to its educational programs (20 U.S.C. sections 1703[f], 6312[e][3][A][viii]).

Long Term English Learner (LTEL)/ At Risk of Becoming a Long Term English Learner (ARLTEL)

California Education Code 313.2 requires local educational agencies and charter schools to annually notify parents if their child is identified as a Long Term English Learner (LTEL) or At Risk of Becoming a Long Term English Learner (ARLTEL).

Your student is identified as (check if applicable):

___Long-Term English Learner (LTEL): An English learner (EL) student to which all of the following apply: (1) is enrolled in any of grades 6 to 12, inclusive; and (2) has been enrolled in a U.S. school for six years or more; and (3) has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the English Language Development test; and (4) for students in grades 6 to 9, inclusive, has scored at the "Standard Not Met" or "Nearly Met" level on the prior year administration of the CAASPP-ELA. For more information see Education Code 313.1

___English Learner "At-Risk" of Becoming a Long-Term English Learner ("At-Risk"): An English learner (EL) student to which all of the following apply: (1) is enrolled in grades 3 to 12, inclusive; and (2) has been enrolled in a U.S. school for four or five years; and (3) has scored at the intermediate level or below on the prior year's English language development test; and (4) has scored in the fourth or fifth year at the "Standard Not Met" or "Nearly Met" level on the prior year administration of the CAASPP-ELA. For more information see Education Code 313.1

Students who are identified LTELS or "At-Risk" English Learners will continue to receive Integrated/Designated English Language Development Instruction with the focus on the ELD standards. ELD Integrated/Designated instruction is geared towards meeting the educational strengths and needs of long-term English Learners, English Learners, and "At-Risk" English learners.

If you have any questions or concerns, please contact *Bella Mente's ELD Coordinator, at (760) 621-8948.*

Bella Mente Academies

Initial Parent Notification Letter

Federal Title I or Title III and State Requirements

To the parent(s)/guardian(s) of:
School: Bella Mente Academies Date:

State Student ID #: Date of Birth: Grade:

Primary Language:

Dear Parent(s) or Guardian(s): A language other than English was noted on your child's Home Language Survey when your child first enrolled in our school. State and federal laws require us to assess your child and notify you of your child's proficiency level in English. We are required to inform you of the language acquisition program options available. From these options, you may choose the one that best suits your child (California *Education Code [EC]* Section 310). This letter also explains the criteria for a student to exit the English learner (EL) status (20 United States Code [U.S.C.] Section 6312[e][3][A][i],[vi]).

Language Assessment Results
(20 U.S.C Section 6312[e][3][A][ii])

Composite Domains	English Language Proficiency Assessments for California (ELPAC) Initial ELPAC Performance Level
Overall	Status: Score:
Oral Language (Listening and Speaking)	
Written Language (Reading and Writing)	

Based on results of the English language proficiency assessment, your child has been identified as an _____ student.

Your child is participating in an Individualized Education Program (IEP), which is on file:

A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached. (20 U.S.C Section 6312[e][3][A][vii]).

Bella Mente Academies

Initial ELPAC Parent and Guardian Notification

Dear Parent/Guardian for:

You indicated that your child's primary or home language is not English when registering your child for school. In California public schools, all students entering school for the first time will be assessed with the Initial English Language Proficiency Assessments for California, or "Initial ELPAC," if their home language is not English.

The Initial ELPAC is the test used to determine if a student is an English learner or is fluent in English. This required test will help identify students who need help learning English. This is important so they can get the support they need to do well in all school subjects.
Based on the home language survey results, **your child will be assessed with the Initial ELPAC**.

You are an important part of your child's education. To help your child get ready for the test, you can:

- Read to your child, or have them read to you on a regular basis.
- Use pictures and ask your child to tell you what they see, or what is happening in each picture.
- Provide your child with opportunities to use language outside of school.
- Talk with your child's teacher about your child's listening, speaking, reading, and writing skills to help support their progress.

To learn more about the ELPAC, go to the California Department of Education Parent Guide to Understanding the ELPAC Web page at https://www.cde.ca.gov/ta/tg/ep/elpacparentguide.asp.

You also can look at sample test questions on the ELPAC practice tests, which can be found on the ELPAC Web site at https://www.elpac.org/resources/practicetests/.

If you have any questions about your child taking the ELPAC, please contact **Bella Mente Academies** at **760-621-8948**.

Sincerely,

_____

Bella Mente Academies

Summative ELPAC Parent and Guardian Notification Letter

Dear Parent/Guardian for: student's name

Identifying students who need help learning English is important so they can get the support they need to do well in English language arts/literacy, mathematics, science, and other subject areas in school. The Summative English Language Proficiency Assessments for California, or "Summative ELPAC," is the test used to measure how well students understand English when it is not the language they speak at home. Information from the ELPAC tells your child's teacher about the areas in which your child needs extra support.

This spring, your child will take the Summative ELPAC.

Students in kindergarten through grade twelve who are classified as English learners will take the Summative ELPAC every year until they are reclassified as proficient in English. Students are tested on their skills in listening, speaking, reading, and writing. Your child's voice is being recorded as part of the Speaking test. A small percentage of student responses will be used to validate the accuracy of scoring and will not be used for identification. All recorded responses will be destroyed after the scores are validated.

insert testing window date

You are an important part of your child's education. To help your child get ready for the test, you can:

- Read to your child, or have them read to you on a regular basis.
- Use pictures and ask your child to tell you what they see, or what is happening in each picture.
- Provide your child with opportunities to use language outside of school.
- Talk with your child's teacher about your child's listening, speaking, reading and writing skills to help support their progress.

To learn more about the ELPAC, go to the California Department of Education Parent Guides to Understanding Web page at https://www.cde.ca.gov/ta/tg/ca/parentguidetounderstand.asp.

You also can look at sample test questions on the practice tests, which can be found on the ELPAC Web site at https://www.elpac.org/resources/practicetests/.

If you have any questions about your child taking the ELPAC, please contact **Bella Mente Academies** at **760-621-8948**.

Sincerely,

_____

Bella Mente Academies

Reclassification Criteria

Required Criteria (*EC* Section 313[f])	Bella Mente Academies Criteria
English Language Proficiency Assessment	• *ELPAC Overall Performance Level 4*
Optional	*ELA CAASPP score of at least "standard met" (if applicable)*
Comparison of Performance in Basic Skills	*Measure of Academic Performance (MAP)* • *Grades K-8 MAP Reading score on MAP Growth assessment* • *Grades 7 & 8 MAP Language score on MAP Growth assessment*
Teacher Evaluation	• *Teacher(s) provides work samples that confirm(s) that student can perform grade level work independently without the need for English language development or sheltered content instruction.*
Parental Opinion and Consultation	*Parent/Guardian is consulted and provided with the opportunity to agree/disagree with recommendation to reclassify student.*

English Learner Reclassification Form

Bella Mente Academies

Student reclassification policy and procedures are based on the four criteria set forth in the reclassification guidelines approved by the State Board of Education (Education Code Section 313(d)).

STUDENT INFORMATION

STUDENT'S NAME:		SCHOOL: Bella Mente Academies		PRIMARY LANGUAGE:
STUDENT ID:	DOB:	GRADE:	PROGRAM START DATE:	SCHOOL YEAR:

I. INITIAL RECOMMENDATION FOR RECLASSIFICATION

A. Request initiated by:_____	Date initiated:_____/_____/_____

II. ASSESSMENTS

ELPAC Date Administered:_____/_____/_____ *(1st-8th Grade)*	**B. SBAC** Date Administered:_____/_____/_____ *(4th-8th Grade)*

Summative ELPAC (Required)

Assessment	Level	Required Level
Overall Score		**Overall score of "4"**

Smarter Balanced Summative Assessment Results (Not Required)

Area Performance: English Language Arts/Literacy (ELA)	Bellow Standard	Near Standard	Above Standard	Area Performance: Mathematics	Below Standard	Near Standard	Above Standard
Reading							
Writing				**Concepts & Procedures**			
Listening				**Problem Solving and Modeling & Data Analysis**			
Research/Inquiry				**Communicating Reasoning**			

C. English Language Arts Assessments

Assessment	Score	Date of Assessment
MAP Growth Reading, (TK-8)		
Map Growth Language (4-8)		

Running Record (TK-8)		

III. TEACHER INPUT

Teacher Comments: _____

_____

_____

Check One:

_____ Student's proficiency in English and achievement in school is equal to that of native English speakers. It is recommended that student be Reclassified Fluent English Proficient (RFEP)

_____ Student is not yet performing as fluent English proficient. Reclassification as Fluent English Proficient (RFEP) is not recommended.

Teacher Signature:_____ Date:_____

IV. PARENT OPINION and CONSULTATION

_____ **I AGREE** with the school's recommendation to change the status of my student to Reclassified Fluent English Proficient (RFEP)

_____ **I DISAGREE** with the school's recommendation to change the status of my student to Reclassified Fluent English Proficient (RFEP)

Parent's Signature:_____ Date:_____

V. DOCUMENTATION OF COMMUNICATION TO PARENT/GUARDIAN

Letter (U.S. Mail) Phone Call Conference

Parent/Guardian Signature:_____ Date:_____

Official Use Only

Reclassification Approved (met all criteria) Reclassification Not Approved	Site Administrator Signature:_____ Date:_____

Bella Mente Academies

English Learner Reclassification Form

Reclassification Follow-Up Cover Sheet

Student's Name:_____

Each annual report, for four (4) consecutive years following reclassification, must be completed and filed in student cumulative file. For reference, the dates of completion for each report should be documented below.

Initial Reclassification date _____

Completion	Grade	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The report must be filed in the student's cumulative file. A copy of each report will be sent to the student's parents/guardians upon completion.

Bella Mente Academies

Reclassification 4-Year Follow-up Form

#1	#2	#3	#4
1st Year	2nd Year	3rd Year	4th Year

The academic progress of all reclassified students must be reviewed for four years following reclassification. Please keep a copy of all of your child's records. A copy of this form will be filed in your child's cumulative records.

Student_____ Grade_____ Initial Reclassification date_____

_____

Progress report completed by_____ Position_____

Program	Mid-Year Score	End-of-the-Year Score
CAASPP		
MAPS		
RTI		

_____ The student is making satisfactory progress in his/her current school program. It is recommended that the student continue with his/her current program placement this time.

_____ The student is not making satisfactory progress in his/her current school program. It is recommended that the student get extra support after school in the areas of need.

_____ _____

Site ELD Coordinator Date

Bella Mente Academies

ENGLISH LEARNER (EL) ASSESSMENT FOR SPECIAL EDUCATION ELIGIBILITY CHECKLIST

YES	**NO**	Current assessment incorporates information from multiple contexts as follows: Comprehensive, norm-referenced assessments in English and native language (if native language assessments are available), to include non- verbal assessments – cross-battery recommended in all areas of suspected disability Information from multiple contexts (i.e. Criterion referenced and curriculum-based assessment/work samples) Systematic observation in educational environments Structured interviews (i. e. with student, parent, teachers)
YES	**NO**	Health assessment is completed, including vision and hearing to rule out environmental factors
YES	**NO**	Comprehensive academic assessment is completed, including review of ELD progress, work samples, response to interventions implemented, strength and weakness patterns across content areas, and classroom observations
YES	**NO**	Student is assessed in all areas of suspected disabilities and concerns such as language-communication, cognition-general ability, abilities of intellectual processing, adaptive behavior and social-emotional functioning
YES	**NO**	Tools are selected and administered as to not be discriminatory on a linguistic, racial or cultural basis
YES	**NO**	The IEP and assessment report(s) document the following: Assessments completed in the native language English and native language cognitive assessments were completed by qualified personnel competent in student's primary language with knowledge and understanding of the cultural and ethnic background of the student (note: a school psychologist may start the assessment process in English and native language and at the point it is determined the student is commensurate in both languages or stronger cognitively in English native language other assessments may continue in English. Document that native language assessment occurred and why it was discontinued)
YES	**NO**	Or An interpreter (provided training on how to interpret psycho-educational assessment) was used to assist the assessor(s) assess in the native language and the assessment report notes that this may have affected the validity of the assessment
YES	**NO**	OR No native language assessment was conducted as it was not feasible (i.e no assessment tools in native language or available assessor/interpreter in native language)

Checklist by Jarice Butterfield, Ph. D. with adaptations from Gaviria/Jones and Cristiani/Tipton material

Check List completed by_____ Position_____

_____ _____

Signature Date

Bella Mente Academies

ENGLISH LEARNER WITH SPECIAL NEEDS RECLASSIFICATION WORKSHEET

Student Name:_____ D.O.B.:_____ Grade: _____ Date of Meeting:_____

Primary Disability:_____ Secondary Disability:_____

Description of how disability affects language acquisition:_____

Summary of English language development services received (if applicable):_____

_____

1. **Assessment Results of Language Proficiency**

Language Proficiency Assessment Take: □ ELPAC or □ Summative Alternate ELPAC

Current School Year Data Date:_____ _____

□ ELPAC Overall Score: _____ Listening: _____ Speaking: _____ Reading: ____Writing: _____

□ Summative Alternate ELPAC Overall Score: _____

2. **Teacher Evaluation**
(Note: Having incurred deficits in motivation & academic success unrelated to English language proficiency (i.e. disability) do not preclude a student from reclassification.)

Evaluation was based on: □ Classroom performance □ District-wide assessments
□ IEP Goal Progress □ Other: _____

Does the Reclassification Team feel teacher input/evaluation indicate the student is proficient in English? □ Yes □ No

Comments:_____

_____

3. **Parent Opinion and Consultations** was solicited through:
□ Letter to Parent □ Parent Conference □ Other: _____

Does the Reclassification Team feel parent input indicates the student is proficient in English?
□ Yes □ No

Comments:_____

_____

_____

4. Comparison of Performance in Basic Skills

(Note: "Assessment of language proficiency using an objective assessment instrument (statewide assessment or other alternate assessment) score in English/language arts (ELA) must be at least beginning of basic level to midpoint of basic or low average to average range - each district may select exact cut point; for pupils scoring below the cut point, determine whether factors other than English language proficiency are responsible and whether it is appropriate to reclassify the student. For students that do not take statewide assessment, the team may use other empirical data to determine if the student has acquired English based on their ability level.)

Assessment Data Utilized:

□ SBAC ELA

□ Other (name):_____

English Language Arts (ELA) assessment results: _____ Date: _____

Do objective assessment measures ELA indicate the student is performing in a range that enables them to compete effectively with English-speaking peers in a mainstream class (note that a "mainstream class" may not be applicable to a student with disabilities if they do not attend a mainstream class or function at a level lower than same age peers)? □ Yes □ No

If performance in basic skills in ELA on objective assessment measures was not at a range that allows student to compete with English-speaking peers, answer the following questions to help determine if "factors other than English language proficiency are responsible for limited achievement in ELA"?

□ Student's basic skills in ELA assessment appear to be commensurate with his/her intellectual ability due to a disability such as an intellectual disability, language & speech impairment, etc., versus a language difference and primary language assessments indicate similar levels of academic performance (if available and applicable) or,

□ Error patterns noted mirror the patterns of errors made by students with a similar disability versus a peers with language differences and student manifests language proficiency in all other areas.

Does the Reclassification Team feel the student's performance in ELA warrants reclassification?
□ Yes □ No

Does the reclassification team (this may be the IEP team) feel the student should be reclassified at this time based on analysis of the four criteria above? □ Yes □ No

Name of ELD Representative who provided input for this discussion_____

Other team members who participated in the decision making process:

Special Education Provider_____ LEA Representative_____

Other_____Other_____

Bella Mente Academies

CA ELD Standards

California English Language Development Standards: Kindergarten Through Grade 12

Visit https://www.cde.ca.gov/sp/el/er/eldstandards.asp or click here to access the pdf copy.

BrightArrow Technologies
PO Box 7493
Bellevue, WA 98008-1493 USA
4255582100
mbily@brightarrow.com

Estimate

ADDRESS
Bella Mente Montessori Academy
Attn: Gladys Espino
1737 W. Way
Vista,
Vista, CA 92083

ESTIMATE # 1010
DATE 05/06/2025
EXPIRATION DATE 07/01/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
BA_ANNL_MAINT	BrightArrow Notification System Annual Subscription Plan renewal. For year 1 of the agreement cost is $1.65 per student/staff.	477	1.65	787.05
BA_ANNL_MAINT	BrightArrow Notification System Annual Subscription Plan renewal. For year 2 of the agreement cost is $1.70 per student/staff.	0	0.00	0.00
BA_ANNL_MAINT	BrightArrow Notification System Annual Subscription Plan renewal. For year 3 of the agreement cost is $1.75 per student/staff.	0	0.00	0.00

Coverage period is July 1, 2025 - June 30, 2026.

TOTAL **$787.05**

Accepted By

Accepted Date

AGREEMENT FOR PARTICIPATION AND SERVICES 2025-2026
OUTDOOR EDUCATION PROGRAM

THIS AGREEMENT is entered into this 1st day of May, 2025 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Bella Mente Academies hereinafter called the SCHOOL/DISTRCT.

WHEREAS the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a “per pupil fee” less any applicable discounts, based on the number of SCHOOL/DISTRICT student’s actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a “per pupil fee” to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B. (5).

(3) For purposes of this agreement:

(a) “Pupil fee” means that per pupil amount established by the OFFICE for a school year as the cost of a pupil’s instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts, and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.

(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $1,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**

(11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by $25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP, Section 504 plan, or daily living needs for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2025,** and will continue through **June 30, 2026, 2027, or 2028** based on the option chosen below.

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

_____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2025-2026** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	$380.00
4-day Program***	Per Student	$320.00
1-day Program	Per Student	$ 90.00
5-day Out of County	Per Student	$500.00
4-day Out of County	Per Student	$440.00

** Discount 5-day Program
*Equity Credit: $80 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discount 4-day Program
Equity Credit: $68 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
Bella Mente Academies	35

Executed by the parties on the dates shown below their respective signatures.

Bella Mente Academies

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Matthew Tessier

Authorized Signature

Assistant Superintendent, Innovations
Title

5-1-25
Date

Authorized or ratified by the Board of Education on:

_____

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

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PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-71202-1

Prepared By:	Aanchal Bajpai	Customer Contact:	Gladys Espino
Customer Name:	Bella Mente Montessori Academy	Title:	Director of Support Services
Address:	1737 W Vista Way		
Contract Term:	12 Months	City:	Vista
Start Date:	July 1, 2025	State/Province:	California
End Date:	June 30, 2026	Zip Code:	92083
Payment Terms:	Net 30	Phone #	(760) 621-8948
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2025 to June 30, 2026

Quote Summary

License and Subscription Period(s)	Software	Total
Subscription Period 1: July 1, 2025 to June 30, 2026	USD 7,507.4	USD 7,507.4
Total Contract : July 1, 2025 to June 30, 2026	USD 7,507.4	USD 7,507.4

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Disc (%or $)	Price
PowerSchool Enrollment Charter for PS SIS	435.00	Students		USD 7,507.40
Subscription Period 1 License and Subscription Fees TOTAL:				USD 7,507.40

Total License and Subscription Fees : **USD 7,507.40**

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at
www.powerschool.com/MSA_2024/.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

Docusign Envelope ID: B51B8D1C-7B3B-4B00-B8CC-7CD9BC919E3A

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Bella Mente Montessori Academy
Signature: 	Signature:
Printed Name: Jon Scrimshaw	Printed Name: Erin Feeley
Title: Chief Accounting Officer	Title:
Date: 6-MAR-2025	Date:

PO Number: _____

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-schooldays, 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 provides 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-schooldays (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 BCGV 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 $305,000 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 Party. 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	**Boys and Girls Club of Vista, Inc.**, a California nonprofit public benefit corporation
By:_____	By:_____
Name:_____	Name:_____
Its: _____	Its: _____
Date: _____	Date: _____

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

Bella Mente Academies

Bella Mente

EL and RFEP

Forms, Supporting Documents, and Resource

1737 West Vista Way, Vista, CA 92083 Phone: (760) 621-8948 :: Fax: (760) 639-0611 www.bellamentecharter.org

Bella Mente Academies

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Bella Mente Academies

Bella Mente Academie's Online Home Language Survey

Home Language Survey

If a language other than English is indicated on lines 1-3 below, The California Education Code requires that your child must be tested for English fluency.

Which language(s) did your son/daughter first speak? required

- Select -

Which language(s) do you most frequently speak to your son/daughter? required

- Select -

Which language(s) does your son/daughter most frequently use at home? required

- Select -

What language is most often spoken by the adults at home? required

- Select -

When receiving school communications (phone calls/text message or documents in digital/hard copy), which language would you prefer? required

- Select -

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Bella Mente Academies

Annual Parent Notification Letter

Federal Title I or Title III and State Requirements

To the parent(s)/guardian(s) of: name

School: Bella Mente Academies
Date: mo, day, year
State Student ID #: 1234

Date of Birth: DOB
Grade: grade
Primary Language: Spanish

Dear Parent(s) or Guardian(s): Your child continues to be identified as an English learner. Each year, we are required to assess your child and notify you of your child's proficiency level in English. We must inform you of the language acquisition program options available. From these options you may choose the one that best suits your child (California Education Code (EC) Section 310). This letter also contains the criteria for a student to exit the English learner (EL) status (20 United States Code [U.S.C.] Section 6312[e][3][A][i],[vi]).

Language Assessment Results
(20 U.S.C Section 6312[e][3][A][ii])

Composite Domains	English Language Proficiency Assessments for California (ELPAC) Scale Score	ELPAC Performance Level
Overall		
Oral Language		
Written Language		

Your child is participating in an Individualized Education Program (IEP), which is on file:

A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached. (20 U.S.C Section 6312[e][3][A][vii]).

Exit (Reclassification) Criteria
(20 U.S.C. Section 6312[e][3][A][vi])

The goal of language acquisition programs is for EL students to become proficient in English as rapidly as possible and to meet state academic achievement measures. The Bella Mente Academies exit (reclassification) criteria are listed below.

Required Criteria (*EC* Section 313[f])	Bella Mente Academies Criteria
English Language Proficiency Assessment	• *ELPAC Overall Performance Level 4*
Optional	*ELA CAASPP score of at least "standard met" (if applicable)*
Comparison of Performance in Basic Skills	*Measure of Academic Performance (MAP)* • *Grades K-8 MAP Reading score on MAP Growth assessment* • *Grades 7 & 8 MAP Language score on MAP Growth assessment* • *Running Records*
Teacher Evaluation	• *Teacher(s) provides work samples that confirm(s) that student can perform grade level work independently without the need for English language development or sheltered content instruction.*
Parental Opinion and Consultation	*Parent/Guardian is consulted and provided with the opportunity to agree/disagree with recommendation to reclassify student.*

Academic Achievement Results
(20 U.S.C. Section 6312[e][3][A][ii])

Skill Area	California Assessment of Student Performance and Progress (CAASPP)
English Language Arts	
Mathematics	

Graduation Rate for English Learners

(20 U.S.C. Section 6312[e][3][A][vi])

Local educational agency (LEA) graduation rates are displayed on the Graduate Data report, which is available on the California Department of Education DataQuest web page at http://dq.cde.ca.gov/dataquest/.

Choosing a Language Acquisition Program

Parents or guardians may choose a language acquisition program that best suits their child (EC Section 310). Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible. They provide instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards (20 U.S.C. Section 6312[e][3][A][iii],[v]); EC Section 306[c]).

Language Acquisition Programs Offered

We are required to offer, at a minimum, a Structured English Immersion (SEI) program option (EC Section 305[a][2]).

Structured English Immersion Program: A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for students who are learning English. At minimum, students are offered Designated ELD and provided access to grade level academic subject matter content with Integrated ELD.

Dual-Language Immersion (DLI) Program: A language acquisition program also referred to as **Two-Way Immersion** that provides language learning and academic instruction for native speakers of English and native speakers of another language with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. This program begins in Transitional Kindergarten/Kindergarten (TK/K) and continues to sixth grade.

Transitional Bilingual Program: A language acquisition program for English learners that provides instruction to students utilizing English and a student's native language for literacy and academic instruction, thus enabling an English learner to achieve English proficiency and meet state-adopted academic achievement goals. This program begins in TK/K and continues to third grade where students transition to instruction solely in English.

Developmental Bilingual Program: A language acquisition program for English learners that provides instruction to students utilizing English and a student's native language for literacy and academic instruction, thus enabling an English learner to achieve language proficiency and meet state academic achievement goals. This program begins in TK/K and continues with the goal of biliteracy to sixth grade.

Heritage Language Program: A language acquisition program for English learners that provides instruction to students utilizing English and a student's native language for literacy and academic instruction. These enable non-English speakers or students who have weak literacy skills in their native language to achieve language proficiency and meet academic achievement goals. This program is designed for sixth through eighth and ninth through twelfth grades.

Parents or guardians may choose a language acquisition program that best suits their child. Schools in which the parents or guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible (20 U.S.C. Section 6312[e][3][A][viii][III]); EC Section 310[a]).

Parents or guardians may provide input regarding language acquisition programs during the development of the Local Control and Accountability Plan (EC Section 52062). If interested in a different program from those listed above, please contact *Bella Mente's ELD Coordinator at (760)621-8948* to ask about the process.

Although schools have an obligation to serve all EL students, parents or guardians of English learners have a right to decline or opt their children out of a school's EL program or out of particular EL services within an EL program. If parents or guardians opt their children out of a school's EL program or specific EL services, the children retain their status as English learners. The school remains obligated to take the affirmative steps required by Title VI of the Civil Rights Act of 1964 and the appropriate actions required by the Equal Education Opportunity Act of 1974 to provide EL students access to its educational programs (20 U.S.C. sections 1703[f], 6312[e][3][A][viii]).

Long Term English Learner (LTEL)/ At Risk of Becoming a Long Term English Learner (ARLTEL)

California Education Code 313.2 requires local educational agencies and charter schools to annually notify parents if their child is identified as a Long Term English Learner (LTEL) or At Risk of Becoming a Long Term English Learner (ARLTEL).

Your student is identified as (check if applicable):

___Long-Term English Learner (LTEL): An English learner (EL) student to which all of the following apply: (1) is enrolled in any of grades 6 to 12, inclusive; and (2) has been enrolled in a U.S. school for six years or more; and (3) has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the English Language Development test; and (4) for students in grades 6 to 9, inclusive, has scored at the "Standard Not Met" or "Nearly Met" level on the prior year administration of the CAASPP-ELA. For more information see Education Code 313.1

___English Learner "At-Risk" of Becoming a Long-Term English Learner ("At-Risk"): An English learner (EL) student to which all of the following apply: (1) is enrolled in grades 3 to 12, inclusive; and (2) has been enrolled in a U.S. school for four or five years; and (3) has scored at the intermediate level or below on the prior year's English language development test; and (4) has scored in the fourth or fifth year at the "Standard Not Met" or "Nearly Met" level on the prior year administration of the CAASPP-ELA. For more information see Education Code 313.1

Students who are identified LTELS or "At-Risk" English Learners will continue to receive Integrated/Designated English Language Development Instruction with the focus on the ELD standards. ELD Integrated/Designated instruction is geared towards meeting the educational strengths and needs of long-term English Learners, English Learners, and "At-Risk" English learners.

If you have any questions or concerns, please contact *Bella Mente's ELD Coordinator, at (760) 621-8948.*

Bella Mente Academies

Initial Parent Notification Letter

Federal Title I or Title III and State Requirements

To the parent(s)/guardian(s) of:
School: Bella Mente Academies Date:

State Student ID #: Date of Birth: Grade:

Primary Language:

Dear Parent(s) or Guardian(s): A language other than English was noted on your child's Home Language Survey when your child first enrolled in our school. State and federal laws require us to assess your child and notify you of your child's proficiency level in English. We are required to inform you of the language acquisition program options available. From these options, you may choose the one that best suits your child (California *Education Code [EC]* Section 310). This letter also explains the criteria for a student to exit the English learner (EL) status (20 United States Code [U.S.C.] Section 6312[e][3][A][i],[vi]).

Language Assessment Results
(20 U.S.C Section 6312[e][3][A][ii])

Composite Domains	English Language Proficiency Assessments for California (ELPAC) Initial ELPAC Performance Level
Overall	Status: Score:
Oral Language (Listening and Speaking)	
Written Language (Reading and Writing)	

Based on results of the English language proficiency assessment, your child has been identified as an _____ student.

Your child is participating in an Individualized Education Program (IEP), which is on file:

A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached. (20 U.S.C Section 6312[e][3][A][vii]).

Bella Mente Academies

Initial ELPAC Parent and Guardian Notification

Dear Parent/Guardian for:

You indicated that your child's primary or home language is not English when registering your child for school. In California public schools, all students entering school for the first time will be assessed with the Initial English Language Proficiency Assessments for California, or "Initial ELPAC," if their home language is not English.

The Initial ELPAC is the test used to determine if a student is an English learner or is fluent in English. This required test will help identify students who need help learning English. This is important so they can get the support they need to do well in all school subjects.
Based on the home language survey results, **your child will be assessed with the Initial ELPAC**.

You are an important part of your child's education. To help your child get ready for the test, you can:

- Read to your child, or have them read to you on a regular basis.
- Use pictures and ask your child to tell you what they see, or what is happening in each picture.
- Provide your child with opportunities to use language outside of school.
- Talk with your child's teacher about your child's listening, speaking, reading, and writing skills to help support their progress.

To learn more about the ELPAC, go to the California Department of Education Parent Guide to Understanding the ELPAC Web page at https://www.cde.ca.gov/ta/tg/ep/elpacparentguide.asp.

You also can look at sample test questions on the ELPAC practice tests, which can be found on the ELPAC Web site at https://www.elpac.org/resources/practicetests/.

If you have any questions about your child taking the ELPAC, please contact **Bella Mente Academies** at **760-621-8948**.

Sincerely,

_____

Bella Mente Academies

Summative ELPAC Parent and Guardian Notification Letter

Dear Parent/Guardian for: student's name

Identifying students who need help learning English is important so they can get the support they need to do well in English language arts/literacy, mathematics, science, and other subject areas in school. The Summative English Language Proficiency Assessments for California, or "Summative ELPAC," is the test used to measure how well students understand English when it is not the language they speak at home. Information from the ELPAC tells your child's teacher about the areas in which your child needs extra support.

This spring, your child will take the Summative ELPAC.

Students in kindergarten through grade twelve who are classified as English learners will take the Summative ELPAC every year until they are reclassified as proficient in English. Students are tested on their skills in listening, speaking, reading, and writing. Your child's voice is being recorded as part of the Speaking test. A small percentage of student responses will be used to validate the accuracy of scoring and will not be used for identification. All recorded responses will be destroyed after the scores are validated.

insert testing window date

You are an important part of your child's education. To help your child get ready for the test, you can:

- Read to your child, or have them read to you on a regular basis.
- Use pictures and ask your child to tell you what they see, or what is happening in each picture.
- Provide your child with opportunities to use language outside of school.
- Talk with your child's teacher about your child's listening, speaking, reading and writing skills to help support their progress.

To learn more about the ELPAC, go to the California Department of Education Parent Guides to Understanding Web page at https://www.cde.ca.gov/ta/tg/ca/parentguidetounderstand.asp.

You also can look at sample test questions on the practice tests, which can be found on the ELPAC Web site at https://www.elpac.org/resources/practicetests/.

If you have any questions about your child taking the ELPAC, please contact **Bella Mente Academies** at **760-621-8948**.

Sincerely,

_____

Bella Mente Academies

Reclassification Criteria

Required Criteria (*EC* Section 313[f])	Bella Mente Academies Criteria
English Language Proficiency Assessment	• *ELPAC Overall Performance Level 4*
Optional	*ELA CAASPP score of at least "standard met" (if applicable)*
Comparison of Performance in Basic Skills	*Measure of Academic Performance (MAP)* • *Grades K-8 MAP Reading score on MAP Growth assessment* • *Grades 7 & 8 MAP Language score on MAP Growth assessment* • *Running Records*
Teacher Evaluation	• *Teacher(s) provides work samples that confirm(s) that student can perform grade level work independently without the need for English language development or sheltered content instruction.*
Parental Opinion and Consultation	*Parent/Guardian is consulted and provided with the opportunity to agree/disagree with recommendation to reclassify student.*

Bella Mente Academies

English Learner Reclassification Form

Bella Mente Academies

Student reclassification policy and procedures are based on the four criteria set forth in the reclassification guidelines approved by the State Board of Education (Education Code Section 313(d)).

STUDENT INFORMATION

STUDENT'S NAME:		SCHOOL: Bella Mente Academies		PRIMARY LANGUAGE:
STUDENT ID:	DOB:	GRADE:	PROGRAM START DATE:	SCHOOL YEAR:

I. INITIAL RECOMMENDATION FOR RECLASSIFICATION

A. Request initiated by:_____	Date initiated:_____/_____/_____

II. ASSESSMENTS

ELPAC Date Administered:_____/_____/_____ *(1st-8th Grade)*	**B. SBAC** Date Administered:_____/_____/_____ *(4th-8th Grade)*

Summative ELPAC (Required)

Assessment	Level	Required Level
Overall Score		**Overall score of "4"**

Smarter Balanced Summative Assessment Results (Not Required)

Area Performance: English Language Arts/Literacy (ELA)	Bellow Standard	Near Standard	Above Standard	Area Performance: Mathematics	Below Standard	Near Standard	Above Standard
Reading							
Writing				**Concepts & Procedures**			
Listening				**Problem Solving and Modeling & Data Analysis**			
Research/Inquiry				**Communicating Reasoning**			

C. English Language Arts Assessments

Assessment	Score	Date of Assessment
MAP Growth Reading, (TK-8)		
Map Growth Language (4-8)		
Running Record (TK-8)		

III. TEACHER INPUT

Teacher Comments: _____

_____

_____

Check One:

_____ Student's proficiency in English and achievement in school is equal to that of native English speakers. It is recommended that student be Reclassified Fluent English Proficient (RFEP)

_____ Student is not yet performing as fluent English proficient. Reclassification as Fluent English Proficient (RFEP) is not recommended.

Teacher Signature:_____ Date:_____

IV. PARENT OPINION and CONSULTATION

_____ **I AGREE** with the school's recommendation to change the status of my student to Reclassified Fluent English Proficient (RFEP)

_____ **I DISAGREE** with the school's recommendation to change the status of my student to Reclassified Fluent English Proficient (RFEP)

Parent's Signature:_____ Date:_____

V. DOCUMENTATION OF COMMUNICATION TO PARENT/GUARDIAN

Letter (U.S. Mail) Phone Call Conference

Parent/Guardian Signature:_____ Date:_____

Official Use Only

Reclassification Approved (met all criteria) Reclassification Not Approved	Site Administrator Signature:_____ Date:_____

English Learner Reclassification Form

Reclassification Follow-Up Cover Sheet

Student's Name:_____

Each annual report, for four (4) consecutive years following reclassification, must be completed and filed in student cumulative file. For reference, the dates of completion for each report should be documented below.

Initial Reclassification date _____

Completion	Grade	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The report must be filed in the student's cumulative file. A copy of each report will be sent to the student's parents/guardians upon completion.

Bella Mente Academies

Reclassification 4-Year Follow-up Form

#1	#2	#3	#4
1st Year	2nd Year	3rd Year	4th Year

The academic progress of all reclassified students must be reviewed for four years following reclassification. Please keep a copy of all of your child's records. A copy of this form will be filed in your child's cumulative records.

Student_____ Grade_____ Initial Reclassification date_____

_____

Progress report completed by_____ Position_____

Program	Mid-Year Score	End-of-the-Year Score
CAASPP		
MAPS		
RTI		

_____ The student is making satisfactory progress in his/her current school program. It is recommended that the student continue with his/her current program placement this time.

_____ The student is not making satisfactory progress in his/her current school program. It is recommended that the student get extra support after school in the areas of need.

_____ _____

Site ELD Coordinator Date

Bella Mente Academies

ENGLISH LEARNER (EL) ASSESSMENT FOR SPECIAL EDUCATION ELIGIBILITY CHECKLIST

YES	**NO**	Current assessment incorporates information from multiple contexts as follows: Comprehensive, norm-referenced assessments in English and native language (if native language assessments are available), to include non- verbal assessments – cross-battery recommended in all areas of suspected disability Information from multiple contexts (i.e. Criterion referenced and curriculum-based assessment/work samples) Systematic observation in educational environments Structured interviews (i. e. with student, parent, teachers)
YES	**NO**	Health assessment is completed, including vision and hearing to rule out environmental factors
YES	**NO**	Comprehensive academic assessment is completed, including review of ELD progress, work samples, response to interventions implemented, strength and weakness patterns across content areas, and classroom observations
YES	**NO**	Student is assessed in all areas of suspected disabilities and concerns such as language-communication, cognition-general ability, abilities of intellectual processing, adaptive behavior and social-emotional functioning
YES	**NO**	Tools are selected and administered as to not be discriminatory on a linguistic, racial or cultural basis
YES	**NO**	The IEP and assessment report(s) document the following: Assessments completed in the native language English and native language cognitive assessments were completed by qualified personnel competent in student's primary language with knowledge and understanding of the cultural and ethnic background of the student (note: a school psychologist may start the assessment process in English and native language and at the point it is determined the student is commensurate in both languages or stronger cognitively in English native language other assessments may continue in English. Document that native language assessment occurred and why it was discontinued)
YES	**NO**	Or An interpreter (provided training on how to interpret psycho-educational assessment) was used to assist the assessor(s) assess in the native language and the assessment report notes that this may have affected the validity of the assessment
YES	**NO**	OR No native language assessment was conducted as it was not feasible (i.e no assessment tools in native language or available assessor/interpreter in native language)

Checklist by Jarice Butterfield, Ph. D. with adaptations from Gaviria/Jones and Cristiani/Tipton material

Check List completed by_____ Position_____

_____ _____

Signature Date

Bella Mente Academies

ENGLISH LEARNER WITH SPECIAL NEEDS RECLASSIFICATION WORKSHEET

Student Name:_____ D.O.B.:_____ Grade: _____ Date of Meeting:_____

Primary Disability:_____ Secondary Disability:_____

Description of how disability affects language acquisition:_____

Summary of English language development services received (if applicable):_____

_____

1. **Assessment Results of Language Proficiency**

Language Proficiency Assessment Take: □ ELPAC or □ Summative Alternate ELPAC

Current School Year Data Date:_____ _____

□ ELPAC Overall Score: _____ Listening: _____ Speaking: _____ Reading: ____Writing: _____

□ Summative Alternate ELPAC Overall Score: _____

2. **Teacher Evaluation**
(Note: Having incurred deficits in motivation & academic success unrelated to English language proficiency (i.e. disability) do not preclude a student from reclassification.)

Evaluation was based on: □ Classroom performance □ District-wide assessments
□ IEP Goal Progress □ Other: _____

Does the Reclassification Team feel teacher input/evaluation indicate the student is proficient in English? □ Yes □ No

Comments:_____

_____

3. **Parent Opinion and Consultations** was solicited through:
□ Letter to Parent □ Parent Conference □ Other: _____

Does the Reclassification Team feel parent input indicates the student is proficient in English?
□ Yes □ No

Comments:_____

_____
_____

4. Comparison of Performance in Basic Skills

(Note: "Assessment of language proficiency using an objective assessment instrument (statewide assessment or other alternate assessment) score in English/language arts (ELA) must be at least beginning of basic level to midpoint of basic or low average to average range - <u>each district may select exact cut point:</u> for pupils scoring below the cut point, determine whether factors other than English language proficiency are responsible and whether it is appropriate to reclassify the student. For students that do not take statewide assessment, the team may use other empirical data to determine if the student has acquired English based on their ability level.)

Assessment Data Utilized:

□ SBAC ELA

□ Other (name):_____

English Language Arts (ELA) assessment results: _____ Date: _____

Do objective assessment measures ELA indicate the student is performing in a range that enables them to compete effectively with English-speaking peers in a mainstream class (note that a "mainstream class" may not be applicable to a student with disabilities if they do not attend a mainstream class or function at a level lower than same age peers)? □ Yes □ No

If performance in basic skills in ELA on objective assessment measures <u>was not</u> at a range that allows student to compete with English-speaking peers, answer the following questions to help determine if "factors other than English language proficiency are responsible for limited achievement in ELA"?

□ Student's basic skills in ELA assessment appear to be commensurate with his/her intellectual ability due to a disability such as an intellectual disability, language & speech impairment, etc., versus a language difference and primary language assessments indicate similar levels of academic performance (if available and applicable) or,

□ Error patterns noted mirror the patterns of errors made by students with a similar disability versus a peers with language differences and student manifests language proficiency in all other areas.

Does the Reclassification Team feel the student's performance in ELA warrants reclassification?
□ Yes □ No

Does the reclassification team (this may be the IEP team) feel the student should be reclassified at this time based on analysis of the four criteria above? □ Yes □ No

Name of ELD Representative who provided input for this discussion_____

Other team members who participated in the decision making process:

Special Education Provider_____ LEA Representative_____

Other_____Other_____

Bella Mente Academies

CA ELD Standards

California English Language Development Standards: Kindergarten Through Grade 12

Visit https://www.cde.ca.gov/sp/el/er/eldstandards.asp or click here to access the pdf copy.

INDEPENDENT CONTRACTOR AGREEMENT

(Speech and Language Pathologist Services)

This Independent Contractor Agreement ("Agreement") is entered into as of July 1, 2025 ("Effective Date") by and between Bella Mente Charter School ("Bella Mente") and Cristianna Turvey ("Consultant"), dba (Turvey Talkers Speech Therapy, LLC) 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, Consultant is experienced, qualified, and engaged in the business of providing speech and language pathology services; and

WHEREAS, Bella Mente desires to retain Consultant 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 Consultant is hereby engaged by Bella Mente to perform the services specified in Attachment A (the "Consulting Services"), which is incorporated by reference. Consultant shall determine the method, details and means of performing all Consulting Services. Consultant 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. Consultant 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, Consultant 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. Consultant's expertise and skill set is in the area of providing speech and language pathology support services, and Consultant 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 Consultant assumes full responsibility for the performance of its duties under the terms of this Agreement and warrants that it is fully qualified in Consultant's specialized skill or expertise to

perform such duties. Bella Mente will not provide any training or instruction to Consultant concerning the manner and means of providing the services that are subject to this Agreement because Consultant warrants that it is highly skilled at providing speech and language pathology services, and is providing similar services to others.

1.4 Bella Mente acknowledges that it does not and will not control or direct Consultant with regard to the manner or means in which Consultant performs its duties under this Agreement. Bella Mente shall simply have the right to approve or disapprove the final services provided by Consultant and shall have the right to set timing requirements (such as when Consultant may be present on campus) for the completion of services pursuant to this Agreement. Consultant understands and agrees that Consultant 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, Consultant agrees not to represent Consultant 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 Consultant is a corporation or LLC or otherwise uses employees and/or agents in any capacity to fulfill this Agreement, Consultant warrants that all provisions of this Agreement are binding on each of Consultant's employees and agents.

1.6 Independent Contractor and Not Employee; No Employment Relationship. It is expressly understood between the Parties that Consultant is an independent contractor and not an employee of Bella Mente. No employment relationship exists between the Parties or any of Consultant's employees or agents.

_____ Consultant's Initials Regarding Section 1.6.

Section 2. Term of Services and Termination of Agreement. Consultant 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, Consultant 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 Consultant's performance of the Consulting Services set forth in Attachment A, Bella Mente shall pay Consultant at a rate of $119 per hour (not to

exceed a total amount of $149,226), subject to early termination as provided in Section 2 of this Agreement. To qualify for payment, Consultant 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 Consultant 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 Consultant's failure to competently perform under this Agreement may be deducted by Bella Mente from any amounts owed to Consultant.

Section 4. Materials/Equipment. Consultant is responsible for any costs associated with providing services under this Agreement, including without limitation any materials or equipment.

Section 5. Consultant'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, Consultant 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, Consultant shall fill out and execute a Form W-9. Bella Mente shall have the right to inspect and audit Consultant's tax records as necessary to ensure compliance with this Agreement.

5.2 Bella Mente shall not have a duty to defend or indemnify Consultant against any tax claim or assessment associated with any payments under this Agreement. Consultant shall cooperate in the defense of any tax claims brought against Bella Mente associated with any such payments. Further, Consultant 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 Consultant's obligations set forth in Section 7.

Section 6. Insurance; Business Requirements; Related Obligations.

6.1

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

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

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

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

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

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

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on

all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

6.2 Consultant shall be responsible for performing all duties incident to operating a business, including without limitation obtaining all necessary licenses (if applicable) and paying all applicable taxes. Bella Mente shall have the right to inspect and audit Consultant'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, Consultant 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 Consultant's performance of services or obligations pursuant to this Agreement (including without limitation any conduct or actions by any of Consultant's employees or agents), regardless of any actions by Bella Mente, its officers, directors, shareholders, agents, employees, contractors, clients, or customers ("Claims"). Consultant'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 Consultant's services, Consultant'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), Consultant's breach of this

Agreement, customer/client/student disputes of any kind, Consultant'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 Consultant's employees or agents.

7.2 Consultant's duty to defend Bella Mente is entirely separate and independent from Consultant'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 Consultant 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). Consultant 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. Consultant represents and warrants that Consultant 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 Consultant'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). Consultant further represents and warrants that Consultant and Consultant'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 Consultant or Consultant's employees and/or agents.

Section 9. Non-Disclosure of Confidential Information. Consultant 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. Consultant shall not disclose any confidential information except as expressly authorized by Bella Mente in order for Consultant to perform services under the Agreement or to comply with applicable law. Consultant 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 Consultant. Consultant 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 Consultant and its employees, contractors, and agents, if any, have not committed a serious or violent felony. Consultant shall ensure its employees, agents, and contractors complete a criminal background check through the Department of Justice in accordance with Education Code Section 45125.1. Consultant shall ensure its employees, agents, and contractors who will be present on campus and may have frequent or prolonged contact with students are pre-screened for tuberculosis. Consultant shall provide School evidence of such screenings immediately upon request.

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 Consultant and Bella Mente.

11.3 Successors and Assigns. This Agreement shall be binding upon the successors, assigns, and legal representatives of Consultant 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 Consultant or to the principal office of Bella Mente as follows:

To Bella Mente: Bella Mente Academies

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

To Consultant: _____

_____

_____

_____

_____

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. 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 Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

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.

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: June____, 2025

_____

Erin Feeley, Executive Director

Consultant

Dated: June____, 2025

_____

Cristianna Turvey, Consultant

ATTACHMENT A

Consulting Services

Subject to the terms and conditions of the Independent Contractor Agreement ("Agreement") between Bella Mente Charter School ("Bella Mente") and Cristianna Turvey ("Consultant"), Consultant hereby agrees to perform the following Consulting Services:

- Consultant will provide direct and indirect services as listed on eligible students' Individualized Education Program (IEP).
- Consultant will work to prevent, assess, diagnose, and treat speech, language, social communication, cognitive-communication, and swallowing disorders.
- Consultant will plan and develop individualized therapeutic procedures for correcting or minimizing communicative disabilities.
- Consultant will provide augmentative and alternative communication (AAC) systems for individuals with severe expressive and/or language comprehension disorders, such as autism spectrum disorder or progressive neurological disorders.
- Consultant will complete formal and informal assessments in accordance with the mandated Federal, State, and/or District timelines.
- Consultant will monitor, assess and adjust therapy in response to student issues, needs and progress.
- Consultant will administer, score and interpret diagnostic tests to identify language, speech and other related communication needs of students.
- Consultant will place students in appropriate treatment and or a therapeutic program to develop and implement remedial strategies, goals, objectives, schedules and techniques.
- Consultant will conduct observations when necessary.
- Consultant will organize and provide, in writing, assessment results to case managers in a timely manner prior to the IEP.
- Consultant will prepare and maintain a variety of records, reports and files related to students, disabilities, assessments, therapy, progress and assigned activities.
- Consultant will complete and provide required billing documentation.
- Consultant will collaborate with parents, students, and school professionals as it relates to student success.
- Consultant will refer parents to community resources, health agencies and outside therapy services as appropriate.
- Consultant will screen students for possible speech and language concerns, either parent or teacher requested.
- Consultant will act as a resource for teachers and parents.

Consultant shall diligently perform the above described Consulting Services in accordance with the terms and conditions of the Agreement. The Parties may amend or modify the above described Consulting Services by written agreement signed by the Parties.

Bella Mente Montessori Academy

School Calendar 2025-2026

Month	M	T	W	T	F	180	189	Holidays/ Descriptions
July		1	2	3	4	0	0	7/4 Observed Independence Day (Legal Holiday)
	7	8	9	10	11	0	0	
	14	15	16	17	18	0	0	
	21	22	23	24	25	0	0	
	28	29	30	31		0	0	
Aug					1	0	0	8/1 New Staff Development day **8/4-12 Staff Development Days (excluding the 8th and 11th)**
	4	5	6	7	8	0	4	8/7 Sneak Peek
	11	12	13	14	15	3	4	**8/13 First Student Day**
	18	19	20	21	22	5	5	
	25	26	27	28	29	5	5	
Sep	1	2	3	4	5	4	4	9/1 No School - Labor Day (Legal Holiday)
	8	9	10	11	12	5	5	9/10 Minimum Day - Staff Development
	15	16	17	18	19	5	5	
	22	23	24	25	26	5	5	
	29	30				2	2	
Oct			1	2	3	3	3	
	6	7	8	9	10	5	5	10/7-8 Minimum Days - Staff Development
	13	14	15	16	17	5	5	10/15 End of Quarter 1
	20	21	22	23	24	5	5	
	27	28	29	30	31	5	5	
Nov	3	4	5	6	7	5	5	
	10	11	12	13	14	3	3	11/10 No School - Holiday Break 11/11 No School - Veteran's Day (Legal Holiday)
	17	18	19	20	21	5	5	11/18-20 Minimum Days - Parent Teacher Conference & Staff Development
	24	25	26	27	28	0	0	11/24-28 No School - Fall Break 11/27 Thanksgiving Holiday (Legal Holiday)
Dec	1	2	3	4	5	5	5	
	8	9	10	11	12	5	5	
	15	16	17	18	19	5	5	12/19 Winter Spectacular
	22	23	24	25	26	0	0	12/22-1/6 No School - Winter Break
	29	30	31			0	0	12/25 Christmas Day (Legal Holiday)
Jan				1	2	0	0	1/1 New Year's Day (Legal Holiday)
	5	6	7	8	9	3	4	**1/6 Non-Student Day/Staff Development** **1/7 School Resumes**
	12	13	14	15	16	5	5	1/13 End of Semester 1
	19	20	21	22	23	4	4	1/19 No School - MLK Jr. Day (Legal Holiday)
	26	27	28	29	30	5	5	1/28 Minimum Day/Staff Development
Feb	2	3	4	5	6	5	5	
	9	10	11	12	13	5	5	
	16	17	18	19	20	0	2	2/16-20 No School - Presidents' Week **2/18-19 Non-Student Day/Staff Development**
	23	24	25	26	27	5	5	2/25 Minimum Day/Staff Development
Mar	2	3	4	5	6	5	5	
	9	10	11	12	13	5	5	3/11-13 Minimum Days - Parent Teacher Conference & Staff Development
	16	17	18	19	20	5	5	
	23	24	25	26	27	5	5	3/25 End of Quarter 3
	30	31				0	0	3/30-4/3 No School - Spring Break
Apr			1	2	3	0	0	
	6	7	8	9	10	5	5	
	13	14	15	16	17	5	5	4/15 Minimum Day/Staff Development Day
	20	21	22	23	24	5	5	
	27	28	29	30		4	4	
May					1	1	1	
	4	5	6	7	8	5	5	
	11	12	13	14	15	5	5	5/13 Minimum Day/Staff Development Day 5/14 Open House
	18	19	20	21	22	5	5	
	25	26	27	28	29	4	4	05/25 No School - Memorial Day (Legal Holiday)
June	1	2	3	4	5	4	5	**6/4 Last Student Day**
	8	9	10	11	12	0	0	6/5 Last Staff Day/Staff Development
	15	16	17	18	19	0	0	
	22	23	24	25	26	0	0	
	29	30				0	0	

First/Last Day of School	180	189	180 State required school days
Special Events			
Non- Student/Non Staff Day			
Student Minimum Day - All Grade Levels			
Non- Student Day/Staff Development			rev: 06.10.2026

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-51747-1

Prepared By:	Aanchal Bajpai	Customer Contact:	Erin Feeley
Customer Name:	Bella Mente Montessori Academy	Title:	Executive Director
		Address:	1737 W Vista Way
Contract Term:	12 Months	City:	Vista
Start Date:	July 1, 2025	State/Province:	California
End Date:	June 30, 2026	Zip Code:	92083
Payment Terms:	Net 30	Phone #	1.76E+13
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2025 to June 30, 2026

Quote Summary

License and Subscription Period(s)	Software	Total
Subscription Period 1: July 1, 2025 to June 30, 2026	USD 7,227.73	USD 7,227.73
Total Contract : July 1, 2025 to June 30, 2026	USD 7,227.73	USD 7,227.73

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Disc (%or $)	Price
PowerSchool SIS Hosted Subscription	435.00	Students		USD 6,638.27
PowerSchool SIS Hosting SSL Certificate	1.00	Each		USD 589.46
Subscription Period 1 License and Subscription Fees TOTAL:				USD 7,227.73

Total License and Subscription Fees : **USD 7,227.73**

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at
www.powerschool.com/MSA_2024/.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 23-MAY-2025

Bella Mente Montessori Academy

Signature:

Printed Name:
Erin Feeley

Title:
Executive Director

Date:

PO Number: _____

SERVICES AGREEMENT

This Agreement, for the provision of services is entered into this first day of April 2025 by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and Bella Mente Montessori Academy Charter School (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.
Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.
This Agreement shall be effective from the period commencing April 1, 2025, and ending June 30, 2025, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.
This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.
The SDCOE will compensate Contractor at a rate of $5,000 per participating school, not to exceed a total of five thousand dollars ($5,000). Contractor understands and agrees that there shall be no payment in instances where services are not provided. District is required to send the invoice at the latest May 31st. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The Payment will be processed using auditor transfer. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Contractor will invoice SDCOE monthly for services that have been completed in the previous month.

Contractor may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved as listed in Exhibit A or by the SDCOE contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

Contractor is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

SDCOE shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement; unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

5. Confidential Relationship.
SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

6. Public Records Act.
Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000, et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.) Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability.
Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection.
All SDCOE content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.
Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.
It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.
Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. Contractor's Insurance.
The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability	
Bodily Injury and Comprehensive form - Property Damage Products/Completed Operations	$1,000,000 Amount

Auto Liability

Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired Combined	$100,000/$300,000 Amount

The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.
The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.
Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. Pupil Safety/School Safety Act.
California Education Code Sections 33192, 33195, and 45125 et al., provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Contractor is expected to have with SDCOE'S pupils.

_____The SDCOE has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

XXX The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by _____Tracy Schmidt_____

Signature_____Date_____
(SDCOE Program Manager/Director)

18. Indemnification.
To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents,' employees,' contractors,' subcontractors,' or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation

is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.
The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.
All notices, legal or otherwise, shall be provided as follows:

SDCOE:
Tracy Schmidt, Director, SS&P
6401 Linda Vista Rd
San Diego, CA 92111
858-298-6750
tracy.schmidt@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor:
Erin Feeley, Executive Director
Bella Mente Montessori Academy Charter School
155 Emerald Dr, Vista CA 92083
(760) 621-8948

21. Amendment.
No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.
In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days.

If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension, or Ineligibility Clause.
By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.
Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.
Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.
Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employee any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Waiver.
Any of the terms or conditions of this agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

32. Entire Agreement.
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

33. County of San Diego Mandated Clauses for Sub-Agreements.
For County of San Diego funded contracts only, Per Section 1.4.2 of the Standard County Services Contract Agreement, the following clauses from Articles 3, 7, 8, 9, 10, 11, 13, 14, and 16 are and will be required to be in all sub-agreements between a county-contracted provider (SDCOE) and a Consultant (name of consultant). These are incorporated by reference as part of this Agreement as Exhibit (C). Consultant shall also be in compliance with the noted stipulated conditions and applicable federal provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
_____	_____
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	_____
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

SPECIAL PROVISIONS

A. Scope of Work

- District or school will identify a contact person to oversee project.
- Identified contact person will participate in meetings with the San Diego County Office of Education and/or the RAND Corporation.
- District or school will administer the California Healthy Kids Survey in 6th, 7th, and 8th grade, if possible, for baseline data.
- District or school contact will participate in planning conversations with SDCOE and which subject Project ALERT lessons will be taught in and determine which teachers will need to participate in training

EXHIBIT B

(RESERVED)

EXHIBIT C

ARTICLE 3

DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such

services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior

to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.
Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.
Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

3.3.6 Reserved.

ARTICLE 4

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.

7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section
7.5 "Termination for Convenience."

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees

shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any

individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article # (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.9.1 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Audit Requirement.

8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors

that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards,

which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen
(15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and

8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job

duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect

third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so- called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

8.15.1.1 Contractor agrees to report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

8.16 Debarment, Exclusion, Suspension, and Incligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or

misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Debarment and Suspension.

8.16.3.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

8.16.3.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

8.16.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these

certifications in accordance with the Agreement's provision regarding retention of records

8.20 Compliance Program. Contractors with an agreement that exceeds more than $250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.22 Reserved.

8.23 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:

8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

8.24.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

8.24.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

8.24.1.2 Meeting contract performance requirements; or

8.24.1.3 At a reasonable price.

8.24.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

8.24.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:

8.24.3.1 For contracts over $100,000 in total value, Contractor shall estimate the percentage of total

material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

8.25.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

8.25.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

8.26.1 Procure or obtain;

8.26.2 Extend or renew a contract to procure or obtain; or

8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.27 Reserved.

8.28 Reserved.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency.

The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub- sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10

INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non- infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from

such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing

standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three
(3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 13

USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except

as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

13.5 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor

ARTICLE 14
(RESERVED)

ARTICLE 16
GENERAL PROVISIONS

16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void

16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement

shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence for each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.

16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct

access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.
Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen
(18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

Additional Terms and Work related to Article 8 Compliance with Laws and Regulations:

1. Additional Contract Restrictions. . This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.
2. Hatch Act. County and its Contractors agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
3. No Unlawful Use or Unlawful Use Messages Regarding Drugs. County and its Contractors agree that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). County and its Contractors agree that it will enforce, and will require its subcontractors to enforce, these requirements.
4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
5. Debarment and Suspension. County and its Contractors shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

   The County and its Contractors shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

   If a County or its Contractors subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).
6. Restriction on Distribution of Sterile Needles. No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
7. Reserved.
8. Nondiscrimination and Institutional Safeguards for Religious Providers. County and its Contractors shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
9. Counselor Certification. Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
10. Cultural and Linguistic Proficiency. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards
11. Intravenous Drug Use (IVDU) Treatment. County and its Contractors shall ensure that individuals in

need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment. County and its Contractors shall ensure the following related to Tuberculosis (TB):
    A. Routinely make available TB services to individuals receiving treatment.
    B. Reduce barriers to patients' accepting TB treatment.
    C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000. County and its Contractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations. County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. County shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Marijuana Restriction. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director's Association of California. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

    The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines. County and its Contractors must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCT OBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352). County and its Contractors certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and its Contractors shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services. County and its Contractors certify that under the laws

of the United States and the State of California, County and its Contractors will not unlawfully discriminate against any person.

20. Federal Law Requirements:
    A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
    B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
    C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
    D. Age Discrimination in Employment Act (29 CFR Part 1625).
    E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
    F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
    G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
    H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
    I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
    J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
    K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
    L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:
    A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
    B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
    C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
    D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions.
    A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
    B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency.
    A. County and its Contractors shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
    B. County and its Contractors shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions. County and its Contractors shall include all the SABG II general provisions in all its subcontracts. These requirements must be included verbatim in contracts with subrecipients and

not through documents incorporated by reference.

SERVICES AGREEMENT

This Agreement, for the provision of services is entered into this first day of July 2025 by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and Bella Mente Montessori Academy Charter School (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.
Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.
This Agreement shall be effective from the period commencing July 1, 2025, and ending June 30, 2026, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.
This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be affected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.
The SDCOE will compensate Contractor at a rate of $5,000 per participating school, not to exceed a total of five thousand dollars ($5,000). Contractor understands and agrees that there shall be no payment in instances where services are not provided. District is required to send the invoice at the latest May 31st. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The Payment will be processed using auditor transfer. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Contractor will invoice SDCOE monthly for services that have been completed in the previous month.

Contractor may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved as listed in Exhibit A or by the SDCOE contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

Contractor is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

SDCOE shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement; unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

5. Confidential Relationship.
SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

6. Public Records Act.
Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000, et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.) Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability.
Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection.
All SDCOE content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.
Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.
It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.
Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. Contractor's Insurance.
The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability	
Bodily Injury and Comprehensive form - Property Damage Products/Completed Operations	$1,000,000 Amount

Auto Liability

Bodily Injury and	$100,000/$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired Combined	

The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.
The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.
Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. Pupil Safety/School Safety Act.
California Education Code Sections 33192, 33195, and 45125 et al., provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Contractor is expected to have with SDCOE'S pupils.

_____The SDCOE has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

XXX The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by _____Tracy Schmidt_____

Signature_____Date_____
(SDCOE Program Manager/Director)

18. Indemnification.
To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents,' employees,' contractors,' subcontractors,' or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation

is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.
The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.
All notices, legal or otherwise, shall be provided as follows:

SDCOE:
Tracy Schmidt, Director, SS&P
6401 Linda Vista Rd
San Diego, CA 92111
858-298-6750
tracy.schmidt@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor:
Erin Feeley, Executive Director
Bella Mente Montessori Academy Charter School
155 Emerald Dr, Vista CA 92083
(760) 621-8948

21. Amendment.
No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.
In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days.

If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension, or Ineligibility Clause.
By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.
Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.
Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.
Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employee any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.
If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Waiver.
Any of the terms or conditions of this agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

32. Entire Agreement.
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

33. County of San Diego Mandated Clauses for Sub-Agreements.
For County of San Diego funded contracts only, Per Section 1.4.2 of the Standard County Services Contract Agreement, the following clauses from Articles 3, 7, 8, 9, 10, 11, 13, 14, and 16 are and will be required to be in all sub-agreements between a county-contracted provider (SDCOE) and a Consultant (name of consultant). These are incorporated by reference as part of this Agreement as Exhibit (C). Consultant shall also be in compliance with the noted stipulated conditions and applicable federal provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
_____	_____
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	_____
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

SPECIAL PROVISIONS

A. Scope of Work

- District or school identified contact person will oversee project.
- Identified contact person will participate in meetings with the San Diego County Office of Education and/or the RAND Corporation.
- District or school will administer the California Healthy Kids Survey in 6th, 7th, and 8th grade at all participating schools.
- District or school will ensure all 11 core lessons of Project ALERT are being implemented in 6th or 7th grade and all 3 booster lessons are being implemented in 7th or 8th grade.
- New teachers or facilitators will attend Project ALERT and Getting to Outcomes training
- Teachers or facilitators will participate in coaching with RAND.
- Teachers or facilitators will implement Project ALERT pre-survey prior to that start of implementation of lessons and post-survey after the eleventh lesson has been completed (or third booster lesson).
- Districts or schools will report number of lessons facilitated each month for county reporting.

EXHIBIT B

(RESERVED)

EXHIBIT C

ARTICLE 3

DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such

services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior

to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.
Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.
Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

3.3.6 Reserved.

ARTICLE 4

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.

7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section
7.5 "Termination for Convenience."

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees

shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any

individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article # (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.9.1 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Audit Requirement.

8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors

that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards,

which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen
(15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and

8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job

duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect

third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so- called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

8.15.1.1 Contractor agrees to report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or

misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Debarment and Suspension.

8.16.3.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

8.16.3.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

8.16.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these

certifications in accordance with the Agreement's provision regarding retention of records

8.20 Compliance Program. Contractors with an agreement that exceeds more than $250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.22 Reserved.

8.23 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:

8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

8.24.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

8.24.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

8.24.1.2 Meeting contract performance requirements; or

8.24.1.3 At a reasonable price.

8.24.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

8.24.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:

8.24.3.1 For contracts over $100,000 in total value, Contractor shall estimate the percentage of total

material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

8.25.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

8.25.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

8.26.1 Procure or obtain;

8.26.2 Extend or renew a contract to procure or obtain; or

8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.27 Reserved.

8.28 Reserved.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency.

The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub- sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10

INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non- infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from

such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing

standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three
(3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 13

USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except

as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

13.5 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor

ARTICLE 14
(RESERVED)

ARTICLE 16
GENERAL PROVISIONS

16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void

16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement

shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence for each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.

16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct

access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.
Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen
(18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

Additional Terms and Work related to Article 8 Compliance with Laws and Regulations:

1. Additional Contract Restrictions. . This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.
2. Hatch Act. County and its Contractors agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
3. No Unlawful Use or Unlawful Use Messages Regarding Drugs. County and its Contractors agree that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). County and its Contractors agree that it will enforce, and will require its subcontractors to enforce, these requirements.
4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
5. Debarment and Suspension. County and its Contractors shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

   The County and its Contractors shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

   If a County or its Contractors subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).
6. Restriction on Distribution of Sterile Needles. No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
7. Reserved.
8. Nondiscrimination and Institutional Safeguards for Religious Providers. County and its Contractors shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
9. Counselor Certification. Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
10. Cultural and Linguistic Proficiency. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards
11. Intravenous Drug Use (IVDU) Treatment. County and its Contractors shall ensure that individuals in

need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment. County and its Contractors shall ensure the following related to Tuberculosis (TB):
    A. Routinely make available TB services to individuals receiving treatment.
    B. Reduce barriers to patients' accepting TB treatment.
    C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000. County and its Contractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations. County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. County shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Marijuana Restriction. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director's Association of California. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

    The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines. County and its Contractors must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCT OBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352). County and its Contractors certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and its Contractors shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services. County and its Contractors certify that under the laws

of the United States and the State of California, County and its Contractors will not unlawfully discriminate against any person.

20. Federal Law Requirements:
    A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
    B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
    C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
    D. Age Discrimination in Employment Act (29 CFR Part 1625).
    E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
    F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
    G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
    H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
    I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
    J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
    K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
    L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:
    A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
    B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
    C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
    D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions.
    A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
    B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency.
    A. County and its Contractors shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
    B. County and its Contractors shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions. County and its Contractors shall include all the SABG II general provisions in all its subcontracts. These requirements must be included verbatim in contracts with subrecipients and

not through documents incorporated by reference.

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.

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Bridge The Gap Sped, LLC SELPA

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 andBridge The Gap Sped, LLC SELPA (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.

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, Junteenth, 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 1501.1and 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	**LEA**
Bridge The Gap Sped, LLC SELPA **Nonpublic School/Agency Name**	**Bella Mente Montessori Academy** **LEA Name**
By: Monique D. Somers 5/29/2025 Signature Date	**By:** _____ **Signature** **Date**
Monique D. Somers, Owner/CEO Name and Title of Authorized Representative	**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 Monique Somers			**Name and Title** **Erin Feeley, Superintendent**		
Nonpublic School/Agency/Related Service Provider Bridge The Gap Sped, LLC			**LEA** **Bella Mente Montessori Academy**		
Address 420 N. Twin Oaks Valley Rd., #455			**Address** **1737 W Vista Way**		
City San Marcos	**State** CA	**Zip** 92069	**City** **Vista**	**State** **CA**	**Zip** **92083**
Phone 760-607-8088	**Fax**		**Phone** **(760) 621-8948**	**Fax**	
Email monique@bridgethegapsped.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	**State** CA	**Zip** 92083	**City** Vista	**State** CA	**Zip** 92083
Phone (760) 621-8948	**Fax**		**Phone** (760) 621-8948	**Fax**	
Email invoices@bellamentecharter.org			**Email** jroberts@bellamentecharter.org		

Bridge The Gap SpEd 2025-2026 Rate Sheet

NPA Services:	Hourly Rate:
Speech and Language Pathologist (SLP)- Individual, Pair of 2, Group (3+), or Consult	$110
Speech and Language Pathology Assistant (SLPA) - Individual or Group	$80
Occupational Therapist (OT) - Individual, Pair of 2, or Consult	$105
Certified Occupational Therapy Assistant (COTA) - Individual or Group	$78
Board Certified Behavior Analyst/BCBA (BID)	$105
BCaBA (RBT Supervisor)	$89
Registered Behavior Technician (RBT/BII)	$69
Credentialed School Psychologist	$120
Licensed Clinical Social Worker (LCSW)	$102
Counseling and Guidance (MSW with PPS/School Counseling Credential or Associate Social Worker) - Individual or Group	$95
Parent Counseling & Training (PCT)	$90
Credentialed School Nurse - Specialized Physical Health Care	$110
Adapted Physical Education Specialist (APE) - Individual, Pair, Group (3+), or Consult	$100

Non-NPA Services	Hourly Rate
School Nursing - Other (RN)	$79
School Nursing - Other (LVN)	$69
School Nursing - Other (CNA)	$52
Special Education Teacher/Education Specialist	$98
Behavior Technician (BII without RBT cert.)	$59
Instructional Assistant (IA) - aide	$52

Monique Somers, Owner/CEO 760.209-6564 monique@bridgethegapsped.com
Brendan Garvey, Director of Marketing and Recruiting/District Liaison (951)542-2568
brendan@bridgethegapsped.com
420 N. Twin Oaks Valley Rd., #455 San Marcos, CA 92069

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

Date of Contract:

This agreement is effective on 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, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Status

Local Education Agency: Bella Mente Montessori Academies

LEA Case Manager Name: Tracy Turner

Nonpublic School/Agency:

NPS/NPA Address:

NPS/A Phone Number:

CDE Certification last updated: August-20

Student Information

Pupil Name (Last) (First) (MI)

SSID

Sex

Grade

Address

City

State/Zip

DOB

Residential Setting: Home

LCI #

OTHER

Parent/ Guardian

Parent Phone (Residence)

(Business)

Address (If different from student)

City

State/Zip

AGREEMENT TERMS:

1. *Nonpublic School/Agency:*

The contracted service dates are: (Start Date) (End Date)

The number contracted for service are:
- days during the regular school year
- weeks during the regular school year
- months during the regular school year
- days during the extended school year

2. *Nonpublic School/Agency*

The average number of minutes in the instructional day will be:
- during the regular school year, average daily minutes
- during the extended school year, average daily minutes

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

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):*

RSY Daily Rate:

ESY Daily Rate:

Specialized Academic Instruction Approved:

RSY Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATON COSTS (A)** $ -

ESY Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATON COSTS (A)** $ -

B. *RELATED SERVICES:*

SERVICE	CDE Certified Services by Provided NPS/NPA	LEA	NPS	NPA	OTHER Specify	Duration per IEP (# of minutes)	# of Times per IEP	Per wk/mo/yr. per IEP	Cost per session	Maximum Number of Sessions Reg	Maximum Number of Sessions ESY	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	☐									-	-	$ -
Language/Speech Therapy (415)												
Individual (415)	☐									-	-	$ -
Group (415)	☐									-	-	$ -
Adapted Physical Ed. (425)	☐									-	-	$ -
Health and Nursing: Specialized Physical Health Care (435)	☐									-	-	$ -
Health & Nursing Services: Other (436)	☐									-	-	$ -
Assistive Technology Services (445)	☐									-	-	$ -
Occupational Therapy (450)	☐									-	-	
Physical Therapy (460)	☐									-	-	$ -
Individual Counseling (510)	☐									-	-	$ -
Counseling and guidance (515).	☐									-	-	$ -
Parent Counseling (520)	☐									-	-	$ -
Social Work Services (525)	☐									-	-	$ -
Psychological Services (530)	☐									-	-	$ -
Behavior Intervention Services (535) Design/Planning	☐									-	-	$ -

SERVICE	CDE Certified Services by Provided NPS/NPA	LEA	NPS	NPA	OTHER Specify	Duration per IEP (# of minutes)	# of Times per IEP	Per wk/mo/yr. per IEP	Cost per session	Maximum Number of Sessions Reg	Maximum Number of Sessions ESY	Estimated Maximum Total Cost for Contracted Period
Behavior Intervention Services (535) Implementing	☐									-	-	$ -
Day Treatment Services (540)	☐									-	-	$ -
College Awareness Preparation (820)	☐									-	-	$ -
Vocational Assessment, Counseling, Guidance & Career Assessment (830)	☐									-	-	$ -
Career Awareness (840)	☐									-	-	$ -
Mentoring (860)	☐									-	-	$ -
Low Incidence Certified:												
Specialized Services for Low Incidence Disabilities (610)	☐									-	-	$ -
Specialized Deaf and Hard of Hearing Services (710)	☐									-	-	$ -
Specialized Orthopedic Service (740)	☐									-	-	$ -
Interpreter Services (715)	☐									-	-	$ -
Specialized Vision Services (725)	☐									-	-	$ -
Braille Transcription (735)	☐									-	-	$ -
Reader Services (745)	☐									-	-	$ -
Note Taking Services (750)	☐									-	-	$ -
Transcription Services (755)	☐									-	-	$ -
Audiological Services (720)	☐									-	-	$ -
Orientation and Mobility (730)	☐									-	-	$ -
Recreation Services (760)	☐									-	-	$ -
Work Experience Education (850)	☐									-	-	$ -
Agency Linkages (865)	☐									-	-	$ -
Travel Training (870)	☐									-	-	$ -
Other Transition Services (890)	☐									-	-	$ -
Other (900)	☐									-	-	$ -
Transportation	☐									-	-	$ -
Transportation-NPS	☐									-	-	$ -
Transportation-NPS Emergency	☐									-	-	$ -
Transportation-Parent Reimbursement	☐									-	-	$ -
Bus Passes	☐									-	-	$ -
Residential Room and Board	☐									-	-	$ -
Total Related Services												*$* -

C. ESTIMATED MAXIMUM RELATED SERVICES COST $ -

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ -

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (A, B, & D) ***$*** -

4. Other Provisions/Attachments: _____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

(Name of Nonpublic School/Agency)

(Signature) (Date)

(Name and Title)

-LEA-

Bella Mente Montessori Academy
(Name of LEA)

(Signature) (Date)

Erin Feeley
(Name of Superintendent or Authorized Designee)

Rev 9-02-2020

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.

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Every Special Child, 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 Every Special Child, 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, Junteenth, 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 1501.1and 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	**State** CA	**Zip** 92083	**City** Vista	**State** CA	**Zip** 92083
Phone (760) 621-8948	**Fax**		**Phone** (760) 621-8948	**Fax**	
Email invoices@bellamentecharter.org			**Email** jroberts@bellamentecharter.org		

EVERY SPECIAL CHILD
A Staffing Agency

Rate Sheet School Year 2025-26

Sr. No.	Certified Services	Rate	Period
1	Special Education Teachers	$90-$95	Hourly
2	Teaching Assistants/Paraprofessionals	$50-$55	Hourly
3	Child Care Instructors	$45-$48	Hourly
4	Specialized Deaf and Hard of Hearing	$95-$105	Hourly
5	Visually Impaired Teachers	$90-$100	Hourly
6	Speech/Language Pathologists	$105-$120	Hourly
7	Speech/Language Pathologist Assistants	$75-$80	Hourly
8	BSN/RN/School Nurses	$85-$100	Hourly
9	License Vocational Nurses (LVN)	$70-$75	Hourly
10	School Psychologists	$105-$125	Hourly
11	Occupational Therapists	$95-$105	Hourly
12	Social Worker (LSW)	$85-$90	Hourly
13	Registered Behavior Technicians	$55-$65	Hourly
14	Board Certified Behavior Analysts (BCBA)	$85-$95	Hourly
15	General Education Teachers	$55-$80	Hourly
16	Physical Therapists	$90-$100	Hourly
	Classified Services	**Pay rate**	**Period**
1	Teaching Assistants/Paraprofessionals	$50-$55	Hourly
2	Parent Educator	$40-$45	Hourly
3	Health Technician	$40-$45	Hourly
4	HR Coordinators	$40-$45	Hourly
5	Administrative Assistants	$40-$45	Hourly
6	Payroll Technicians	$40-$45	Hourly
7	Executive Assistants	$45-$55	Hourly
8	Custodian/Grounds Technicians	$40-$50	Hourly
9	Food Service Workers	$40-$50	Hourly

Note: If you have any other staffing needs which is not in the list please free to reach out to discuss.

Note: The above-mentioned rates are all inclusive, which means you do not pay any additional fees to the State, Federal Taxes, worker compensation, Social Security etc. Any other payment is preapproved by the school/district authorities in writing.

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08840

Phone: (800) 671-2654 Fax: (323) 302-4413 www.everyspecialchild.com

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 COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

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.

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
ClubXcite

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 ClubXcite (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.

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, Junteenth, 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 1501.1and 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

Club Xcite, LLC
Nonpublic School/Agency Name

By: Evan Zimny 5/30/2025
Signature **Date**

Evan Zimny, VP of Business Development
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 Evan Zimny, VP of Business Development			**Name and Title** **Erin Feeley, Superintendent**		
Nonpublic School/Agency/Related Service Provider Club Xcite			**LEA** **Bella Mente Montessori Academy**		
Address 1601 Response Road, Suite 160			**Address** **1737 W Vista Way**		
City Sacramento	**State** CA	**Zip** 95815	**City** **Vista**	**State** **CA**	**Zip** **92083**
Phone 916-947-9990	**Fax**		**Phone** **(760) 621-8948**	**Fax**	
Email ezimny@abstaffing.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	**State** CA	**Zip** 92083	**City** Vista	**State** CA	**Zip** 92083
Phone (760) 621-8948	**Fax**		**Phone** (760) 621-8948	**Fax**	
Email invoices@bellamentecharter.org			**Email** jroberts@bellamentecharter.org		

SCHEDULE A – PROPOSED RATE SCHEDULE – July 1st, 2025 – June 30th, 2026

Bella Mente Academies

Behavioral Intervention Services (535)	Hourly Rate
Paraprofessional/ Instructional Aide	$52.00
Behavior Technician	$55.00
Registered Behavior Technician	$65.00
BCBA – BID, BII	$95.00
BCBA – Contract Services	$105.00
Special Education Teacher	$100.00
School Psychologist	$140-160

Below services COMING SOON to Club Xcite NPA

Education/Teachers (not tied to NPA)	Hourly Rate
General Education Teacher	$85.00
Teacher of the VI/DHH	$125.00

Therapy Services	Hourly Rate
Occupational Therapist	$130.00
COTA	$80.00
Physical Therapist	$130.00
PTA	$80.00
SLP	$130.00
SLPA	$85.00

Counseling and Social Services	Hourly Rate
School Social Worker	$105-$115
School Counselor	$100.00

Health Services	Hourly Rate
Credentialed School Nurse	$110.00
RN	$90.00
LVN	$70.00
CNA	$50.00

Other Services	Hourly Rate
Early Intervention Specialist	$105.00
Reading Specialist	$50.00
American Sign Language Interpreter (SLI)	$90.00
Orientation and Mobility Specialist	$125.00
Audiologist	$140-150
APE Teacher	$100-115
Registered Dietician	$80.00
IEE - BCBA, SPED Teacher, Psychologist	$4,000.00

Overtime. Charged for daily and/or weekly Overtime as determined by CA state law.

Mileage: when Staff is authorized to use a personal vehicle in the performance of Staff's duties, the mileage will be billed pursuant to the Federal mileage reimbursement rate.

Missed Meal Periods. For worksites in California, any Staff employed by CLUB XCITE who misses a meal period is entitled to an additional hour of pay at the regular rate of pay for each missed meal period. Client agrees to monitor Staff meal periods and that it is responsible for and will be invoiced for any additional payments resulting from a missed meal period.

Contract Buyout. Except where prohibited by applicable law, Client agrees that in the event any Staff assigned by CLUB XCITE to Client becomes employed, in the broadest sense, directly or indirectly, by Client or any affiliate or related party of Client, or provides services of any kind through any third party at the facility such Staff was assigned to by CLUB XCITE, other than pursuant to the terms of this Agreement, (collectively "**Direct Client Employment**"), then Client will pay CLUB XCITE a contract buyout fee ("**Contract Buyout Fee**") based on the Contract Buyout Fee tables set forth below. Should Staff that Client must pay a Contract Buyout Fee to CLUB XCITE pursuant to this Section 5 leave voluntarily or be terminated for just cause within the first 90 days of Direct Client Employment, the Contract Buyout Fee(s) shall be refunded on a pro-rata basis. Otherwise, there will be no adjustment to any Contract Buyout Fee.

Contract Buyout Rate - % of First Year Earnings pursuant to Direct Client Employment	**Straight Time Hours Worked and Billed to Client by CLUB XCITE Prior to Direct Client Employment**
20%	Introduction – 700 hours
15%	700 hours – 1,400 hours
0%	1,400 hours +

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 COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

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.

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Soliant Health, 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 Soliant Health, 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.

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, Junteenth, 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 1501.1and 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

Soliant Health, LLC

Victoria Wood

Victoria Wood
Division Director
June 04, 2025 14:00 UTC
IP: 38.104.182.226

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	**State** CA	**Zip** 92083	**City** Vista	**State** CA	**Zip** 92083
Phone (760) 621-8948	**Fax**		**Phone** (760) 621-8948	**Fax**	
Email invoices@bellamentecharter.org			**Email** jroberts@bellamentecharter.org		

Bella Mente Rate Sheet 25/26 School Year

Special Education School Contract Services (Based on an 8 Hour Day)

Discipline All-Inclusive Rate

• Speech Language Pathologist	$85-102
• Occupational Therapist	$87-98
• Physical Therapist	$87-97
• Speech Language Pathologist Assistant	$65-75
• Certified Occupational Therapist Assistant	$63-72
• Physical Therapy Assistant	$63-70
• Audiologist	$103-113
• Assistive Technologist	$90-102
• Virtual SLP	$102.33-117.33
• Virtual OT	$100.33-113.33
• Virtual PT	$102.33-112.33
• Virtual Audiologist	$118.33-125.33
• Virtual Assistive Technologist	$105.33-117.33

  - Note: Virtual services add a $15.33 tech fee to the in-person rates listed above

Rate negotiable and based on area and candidate's experience and qualifications

Our Hourly Bill rate covers the following expenses:

- Relocation assistance
- Weekly payroll expenses
- Licensure assistance
- Continuing education
- United Healthcare
- Dental and Vision Insurance
- Liability Insurance
- Life Insurance
- Short- and Long-Term Disability

Soliant Also Covers the following prior to a therapist starting in the district:

- Extensive references
- Drug screen
- Background check
- Fingerprinting
- Whatever medical requirements the district has (TB, MMR, Physical, etc.)

Permanent Rate:

This is a onetime fee of 35% of the candidates 365-day salary including their benefits etc., or a flat rate of $21,500 – whichever is greater. This would be billed on the first day the candidate works, and they would be a direct employee of your school district.

Jordyn Holloway
Senior Account Executive
Soliant Health

Local: (770)-557-3235
Jordyn.Holloway@soliant.com

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 COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

Soliant Health, LLC

Victoria Wood

Victoria Wood
Division Director
June 04, 2025 14:00 UTC
IP: 38.104.182.226

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(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.

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Braille Abilities, 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 Braille Abilities, 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.

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, Junteenth, 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 1501.1and 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	**State** CA	**Zip** 92083	**City** Vista	**State** CA	**Zip** 92083
Phone (760) 621-8948	**Fax**		**Phone** (760) 621-8948	**Fax**	
Email invoices@bellamentecharter.org			**Email** jroberts@bellamentecharter.org		



Phone: (760) 282-4441
info@brailleabilities.com

Providing high-quality specialized services for students with blindness and visual impairment.

Contracted Rate Sheet – Effective July 1, 2025

Service	Rate
Teacher of the Visually Impaired	$175 per hour
Orientation and Mobility	$175 per hour
Literary Braille Transcription	$50 per hour
Nemeth Code Braille Transcription	$50 per hour
Assessments	**Rate**
Functional Vision and Learning Media Assessment	$210 per hour
Orientation & Mobility Assessment	$210 per hour

Drive Time and Mileage: We charge above hourly rates for port-to-port drive time plus mileage at the current IRS rate.

The above rates are to be billed at regular rates for direct, virtual services, assessments, lesson prep, consultation, and documentation.

Cancellations & Student Absences: cancellations & student absences are billed at our regular rate for service and drive time.

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 COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

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.

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
EMH Sports USA, Inc

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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.

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, Junteenth, 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 1501.1and 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

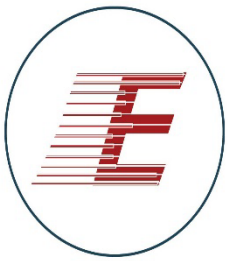
(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; 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	**LEA**
_____ **Nonpublic School/Agency Name**	**Bella Mente Montessori Academy** **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	**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	**State** CA	**Zip** 92083	**City** Vista	**State** CA	**Zip** 92083
Phone (760) 621-8948	**Fax**		**Phone** (760) 621-8948	**Fax**	
Email invoices@bellamentecharter.org			**Email** jroberts@bellamentecharter.org		



EMH SPORTS USA, INC.
P.O. Box 892491
Temecula, CA 92589

OT SERVICES RATE CARD 2025–2026

SESSION FEES

- **Standard OT Session**: $80 per session, no proration for sessions under 60 minutes; full session rate applies
- **Missed Session Fee**: $60 (applies to cancellations made less than 24 hours in advance)
- **Virtual Sessions** available **ASSESSMENTS**

- **Standard OT Assessment (EMH)**: $300 flat fee
  - Includes one written report
  - Additional assessment work: $60 per hour
  - No-shows or late cancellations (under 24 hours): full fee billed to school

OTHER SERVICES

- **IEP Attendance**: $80 per hour
  - Prorated after the first 60 minutes
- **Consultations**: $85 per hour
  - No proration

American Sign Language (ASL) Services
Interested in **1-on-1 ASL services**? Let us know!

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 COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

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.

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Bella Mente Montessori Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Ausin Texas Leaning Group, 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 Ausin Texas Learning Group, 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.

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, Junteenth, 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 1501.1and 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	**State** CA	**Zip** 92083	**City** Vista	**State** CA	**Zip** 92083
Phone (760) 621-8948	**Fax**		**Phone** (760) 621-8948	**Fax**	
Email invoices@bellamentecharter.org			**Email** jroberts@bellamentecharter.org		

AUSIN TEXAS LEARNING GROUP, LLC

ATX Learning

Rate List (2024-25)

These are all-inclusive rates. We always prefer to work with schools to offer them cost-effective solutions. The school does NOT pay an additional cent for state and federal taxes, social security, worker compensation, mileage, travel time, etc. Any additional expense is pre-approved by school authorities in writing. **ATX Learning offers tailor-made, flexible solutions. Call us for details.**

	Services	Rate	
1.	Speech Language Pathologist		
	• Speech Language Pathologist	$95-$130	per hour
	• SLP -Assistant	$75-$90	per hour
2.	School Psychologist	$95-$150	per hour
3.	Resource Specialist/ Special Ed. Teacher	$85-$120	per hour
4.	Occupational Therapist		
	• Occupational Therapist	$85-$100	per hour
	• Occupational Therapist -Assistant	$65-$80	per hour
5.	Physical Therapist	$85-$100	per hour
6.	Social Worker (SSW)	$80-$100	per hour
7.	Nurse		
	• Registered Nurse (RN)	$85-$120	per hour
	• School Nurse (SN)	$80-$100	per hour
	• Licensed Vocational Nurse (LVN)	$60-$75	per hour
8.	Paraprofessionals		
	• Para Educators/Teacher Aide	$40-$50	Per hour
	• Behaviour Technician/ABA	$45-$55	Per hour
	• Registered Behaviour Tech (RBT)	$50-$65	Per hour
9.	BCBA	$85-$130	Per hour
10.	General Ed Teacher (STEM)	$60-$80	Per hour

ATX Learning, 12613 Scofield Farms Dr. Austin, TX, 78727

Phone: (512) 593-5222 **Fax: (512) 212-1338** **www.atxlearning.com**

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 COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

Comprehensive School Safety Plan

2025 - 2026

Board Approved: June 10, 2025

Bella Mente Academies

Erin Feeley, *Superintendent*
1737 W. Vista Way Vista, CA 92083
760-621-8948
info@bellamentecharter.org

Raising concerns, asking questions about or filing a complaint on this Comprehensive School Safety Plan: Any individual wishing to raise a concern or ask questions about this Comprehensive School Safety Plan can address these to the school principal and/or safety committee. Any individual, including a person's duly authorized representative, public agency, or organization may file a written complaint alleging a matter which, if true, would constitute a violation by the District or federal or state laws or regulations governing the programs and activities as well as allegations of unlawful discrimination. To file a written complaint, please follow the district's Uniform Complaint Procedures which can be found at www.bellamentecharter.org, Employee Handbook, and Family Handbook.

NOTE: ***Tactical information is excluded from the public inspection document.*** A "Public Inspection Log" will be used to record the name, address, phone number and method used for verifying the identity of all individuals requesting to inspect this plan. This document is not available for inspection on the internet.

This document is available for public inspection during regular business hours at 1737 W Vista Way Vista, CA 92083.
Date Recommended by School Safety Planning Committee: January 29, 2025
Approval of Instructional Continuity Plan: by School Safety Planning Committee: May 28, 2025

Committee Members	**Title**
Pat Broughton	Director of Compliance
Natalie Braselton	Principal
Tracy Turner	Teacher
Amanda Schulz	Teacher
Susan Croniser	Classified Staff/Administrative Assistant
Maca Davis	Classified Staff/Community Liaison
Jessica Montes	Parent of Child Attending the School

CA *Education Code* Section 32280

Staff trained on the Comprehensive School Safety Plan: August, 2024.

CA *Education Code* Section 32281(b)(3)

San Diego Sheriff's Department	**Date of Consultation**	**Date Plan Shared**
George Hernandez, 619-936-4449 george.hernandez@sdsherrif.org	11/15/24	11/15/24
Vista Fire Protection District	**Date of Consultation**	**Date Plan Shared**
Mark Vierow, 760-643-5350	11/15/24	11/15/24

BMA Projected Drill Dates (2024 – 2025)

Drill	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fire *1 per month	18	12	9	18	10	27	19	11	16	5	2
Earthquake *4 per year			17		11		11			20	
Shelter in Place *1 per year								25			
Secure Campus *1 per year	26										
Options-Based *2 per year		23				22					

BELLA MENTE ACADEMIES MISSION STATEMENT

The mission of Bella Mente Charter School is to provide students with the opportunity to acquire an education based on a quality curriculum founded on the educational philosophy of Dr. Maria Montessori.

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BELLA MENTE ACADEMIES CRIME ASSESSMENT

School Crime Committed on Campus and at School Related Functions

Bella Mente Academies (BMA) property is within Vista City limits. During the 2024-2025 school year, there were no significant incidents of crime or violence on campus.

According to the ARJIS Crime Statistics from January, 2024 to November, 2024 (designated by calendar year quarters), the following crimes were reported in the City of Vista and were handled by the contract law enforcement provider, the San Diego County Sheriff's Department.

Crime	Quarter 1-2024	Quarter 2-2024	Quarter 3-2024	Quarter 4-2024	Total
Murder	0	1	0	0	1
Rape	2	0	1	0	3
Armed Robbery	1	1	6	3	2
Strong Arm Robbery	0	0	1	1	2
Aggravated Assault	5	23	15	5	48
Total Violent Crime	8	25	17	6	56
Residential Burglary	4	3	2	4	13
Non-Residential Burglary	1	1	5	0	7
Total Burglary	5	4	7	4	20
Theft >= $400	11	4	8	7	30
Theft < $400	5	7	4	8	24
Total Thefts	16	11	12	15	54
Motor Vehicle Thefts	3	13	8	3	27
Total Property Crime	24	28	27	22	101

Bella Mente Montessori Academy is committed to providing a safe environment for students, staff and visitors to the campus. To that end, the school employs a variety of strategies to reach that goal that include:

1. A secure campus with controlled vehicle and pedestrian access.
2. A video surveillance system that administrators utilize to view access gates, campus buildings and play areas.
3. An Identification Display Badge system for staff and visitors.
4. A number of policies and procedures that are utilized in the event of emergencies.
5. Regularly scheduled drills and training in safety procedures for both staff and students.
6. Daily campus inspections ensure that campus safety and security is maintained.
7. An automated reporting system for staff to report facility safety issues.
8. Partnering with Campus Safety Alliance, a K-12 emergency management consulting firm.

Campus safety is reviewed and discussed each week by the school Administrative Cabinet at their regularly scheduled meeting.

CHILD ABUSE REPORTING PROCEDURES

CA *Education Code* Section 32282(A)

California Penal Code section 11166 requires any teacher or child care custodian or other public school employee who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected instance of child abuse or neglect to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to the Principal or Assistant Principal. Reporting such incidents to the Assistant Principal and/or the Principal does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact Human Resources.

BMA uses a portion of its staff development time at the beginning of the year to train staff on the laws, policies and procedures required of school employees as mandated reporters. BMA administrators are also available to assist staff in the process of making a report of Suspected Child Abuse or Neglect.

SUSPECTED CHILD ABUSE REPORT

To Be Completed by **Mandated Child Abuse Reporters**
Pursuant to Penal Code Section 11166

PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY

NAME OF MANDATED REPORTER	TITLE	MANDATED REPORTER CATEGORY
REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip		DID MANDATED REPORTER WITNESS THE INCIDENT? ☐YES ☐NO
REPORTER'S TELEPHONE (DAYTIME) ( )	SIGNATURE	TODAY'S DATE

B. REPORT NOTIFICATION

☐ LAW ENFORCEMENT ☐ COUNTY PROBATION ☐ COUNTY WELFARE / CPS (Child Protective Services)

AGENCY

ADDRESS Street City Zip

DATE/TIME OF PHONE CALL

OFFICIAL CONTACTED - TITLE

TELEPHONE ( )

C. VICTIM
One report per victim

NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	TELEPHONE ( )		
PRESENT LOCATION OF VICTIM	SCHOOL	CLASS	GRADE

PHYSICALLY DISABLED? ☐YES ☐NO	DEVELOPMENTALLY DISABLED? ☐YES ☐NO	OTHER DISABILITY (SPECIFY)	PRIMARY LANGUAGE SPOKEN IN HOME
IN FOSTER CARE? ☐YES ☐NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐DAY CARE ☐CHILD CARE CENTER ☐FOSTER FAMILY HOME ☐FAMILY FRIEND ☐GROUP HOME OR INSTITUTION ☐RELATIVE'S HOME		TYPE OF ABUSE *(CHECK ONE OR MORE)* ☐PHYSICAL ☐MENTAL ☐SEXUAL ☐NEGLECT ☐OTHER (SPECIFY)
RELATIONSHIP TO SUSPECT	PHOTOS TAKEN? ☐YES ☐NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐YES ☐NO ☐UNK

D. INVOLVED PARTIES

VICTIM'S SIBLINGS

NAME	BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE	SEX	ETHNICITY
1.				3.			
2.				4.			

VICTIM'S PARENTS/GUARDIANS

NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	HOME PHONE ( )	BUSINESS PHONE ( )	
NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	HOME PHONE ( )	BUSINESS PHONE ( )	

SUSPECT

SUSPECT'S NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	TELEPHONE ( )		
OTHER RELEVANT INFORMATION			

E. INCIDENT INFORMATION

IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐ *IF MULTIPLE VICTIMS, INDICATE NUMBER:* _____

DATE / TIME OF INCIDENT	PLACE OF INCIDENT

NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)

SS 8572 (Rev. 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was not determined to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation; GREEN COPY- District Attorney's Office; YELLOW COPY-Reporting Party

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM SS 8572

All Penal Code (PC) references are located in Article 2.5 of the PC. This article is known as the Child Abuse and Neglect Reporting Act, also known as CANRA. The Internet site is: http://www.leginfo.ca.gov/calaw.html (specify Penal Code and search for Sections 11164-11174.3). A mandated reporter must complete and submit the form SS 8572 even if some information is not known. (PC Section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

- Mandated child abuse reporters include all those individuals and entities as defined in PC Section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE (DESIGNATED AGENCIES)

- Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), county probation department (if designated by the county to receive mandated reports) or the county welfare department. (PC Section 11165.9.)

III. REPORTING RESPONSIBILITIES

- Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected instance of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof ***within 36 hours*** of receiving the information concerning the incident. (PC Section 11166(a).)

- No mandated reporter who reports a suspected instance of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by the CANRA. Any other person reporting a known or suspected instance of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by the CANRA unless it can be proven the report was false and the person knew it was false or make the report with reckless disregard of its truth or falsity. (PC Section 11172(a).)

IV. INSTRUCTIONS

- **SECTION A - REPORTING PARTY:** Enter the mandated reporter's name, title, category (from PC Section 11165.7), business (agency) name and address, telephone number, a signature and today's date. Also check yes-no whether you (the mandated reporter) witnessed the incident. The signature area is for either the mandated report or the person taking as telephoned report.

IV. INSTRUCTIONS (Continued)

- **SECTION B - REPORT NOTIFICATION:** Complete the name and address of the designated agency notified, date of the written report, date/time of the phone call and the name, title and telephone number of the official contacted.

- **SECTION C - VICTIM** (One Report per Family, siblings must have same parents/guardians): Enter the victim's name, address, telephone number, birth date or approximate age, sex, ethnicity, present location, and where applicable enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes-no box for: developmentally disabled?, physically disabled? and specify the victim's other disability. To determine if the victim has a disability, ask the victim's parent or care giver. Also check the appropriate yes-no box for in foster care?, indicate type of care if the victim was in out-of-home care, indicate the type of abuse. List the victim's relationship to the suspect, check the appropriate yes-no box for photos taken?, indicate whether the incident resulted in this victim's death.

- **SECTION D - INVOLVED PARTIES:** Enter the requested information for: Victim's Siblings, Victim's Parents/Guardians and the Suspect.

- **SECTION E - INCIDENT INFORMATION:** If multiple victims, enter the number. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheets if needed.

V. DISTRIBUTION

- **Reporting Party:** After completing Form SS 8572, retain the yellow copy for your records and submit the top three copies to the designated agency.

- **Designated Agency:** ***Within 36 hours*** of receipt of Form SS 8572, send **white copy** to police or sheriff, **blue copy** to county welfare or probation, and **green copy** to district attorney.

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pac Islndr	26 White	31 White-Romanian

DIRECTED TRANSPORTATION/REUNIFICATION PROCEDURES

Implemented when students and staff are loaded into municipal buses, cars and any other available means of transportation and moved from a dangerous area to an area of lesser danger. If safe to do so, student/staff will walk to Tri-City Christian School.

Hazard Examples: chemical accident, fire, flood

I. Actions

Authority to Act

Administrators, Office Manager, or those given direct authority may initiate response actions.

Administrator Actions:

Prior to implementing directed transportation, determine the following:

1. Who is assigned to each loading area?
2. Where are loading areas?
3. What, if any, changes in vehicle traffic patterns are necessary?
4. What staff supervises this ACTION, and where?
5. How can sufficient transportation be arranged to accommodate the entire student population and staff?

Staff Actions:

1. Take attendance before leaving the campus.
2. Upon arrival at the safe site, take attendance again after students exit the bus.
3. Report attendance to the Principal/designee.
4. Keep students together. Remain calm.

To evacuate by privately owned vehicles

If buses are unable to get to the campus quickly or not enough are available, consider other modes of transportation. A list should be developed of staff vehicles and parent vehicles that are available. *This method of evacuation should only be used in extreme emergency since there is a great potential to lose track of the students.*

1. Drivers should take the safest route to the pre-identified evacuation sites.
2. Account for all students before transportation occurs and after arrival at the safe site.

II. Announcements

Authority to Make Emergency Announcement

Administrators, Office Managers, or those given direct authority may make emergency announcements.

Priority of Notification Systems:

1. PA System
2. Landline Phone
3. Radio
4. Voice/Runners

Emergency Announcement:

"Directed transportation, directed transportation, directed transportation. All students will be transported to Tri-City Christian School. Directed transportation, directed transportation, directed transportation. All students will be transported to Tri-City Christian School.

STUDENT RELEASE/REUNIFICATION

Certain situations may involve releasing students from school or relocating them at a time when parents expect their children to be at the school site. Student release will be implemented by a school administrator in times of extreme emergency that warrant its execution. Whenever possible, it is preferred that students remain at school during the academic day.

FOUR STEPS FOR STAFF	FOUR STEPS FOR PARENTS
1. At REQUEST TABLE, verify parent ID and authorization. 2. Direct parent to RELEASE TABLE; radio or send runner for student. 3. At RELEASE TABLE, verify Student Request Form is signed 4. Release student to custody of authorized adult.	1. Fill out Student Request /Reunification Information Form. 2. Show photo ID at REQUEST TABLE. 3. Move to RELEASE TABLE to wait for student. 4. Leave campus immediately after student is released to your custody.

I. Actions

Authority to Act

Administrators, Office Manager, or those given direct authority may initiate response actions.

Incident Commander / Administrator Actions:

1. Set up Incident Command Post (ICP).
2. Notify staff of school evacuation and communicate that this is not a drill.
3. Designate the Student Assembly Area or direct teachers to a pre-designated spot. Analyze situation; re-evaluate evacuation spot to determine if students should be moved.
4. Determine medical and assistance needs after population assessment. Determine search and rescue needs.
5. Reassess as situation changes. Reassign emergency teams as needed.
6. Keep staff informed as to the status of missing students.

Staff Actions:

1. Evacuate students to designated areas, with students grouped as determined by district or school site.
2. Take roll.
3. Report population assessment to the Incident Commander by holding up green or red cards. Mark undistributed name tags with student status beside name:
    i. *A = Absent*
    ii. *M = Medical; students taken to the First Aid station*
    iii. *U = Missing/Unaccounted*
4. Send undistributed nametags to the Student Request Table.
5. Organize students. Monitor students' medical and emotional condition.
6. Extra staff should partner for other assigned duties; report to the Command Post.

II. Team Assignments

Student Release Team:

1. Take supplies to designated Request/Release Table locations.
2. Set out tables at least 20 feet apart to reduce crowding. For a large student body, establish several lines at the Request Table for speedier processing.
3. Post signs and set out file boxes of Student Emergency Cards for each line. Identify volunteer runners and review where to find students.
4. Wear identifying vests or hats.
5. Distribute clipboards with Student Request Forms to parents in line.
6. Set out white board for special instructions and parent requests.
7. Pull cards of absent, injured and missing students. Note status on those cards and file at the back of the file box.

Traffic Controller (Staff members and/or parent volunteers):

1. Set out parking area directional signs and enlarged site map with walking path designated for parents picking up students.
2. Set out traffic cones to cordon off parking for emergency vehicles.
3. Maintain order in parking areas; direct cars away from areas for emergency vehicles.
4. Report to Incident Command Post any crowd control issues in the parking lot and on school grounds.
5. For schools with no room for parent parking and turnaround, develop a procedure that enables students to be released directly to the authorized adult's vehicle.

Parent Information Representative (Staff or trained volunteer):

1. Provide information about student release procedures to parents.
2. Maintain white board with special information.
3. Learn which students need medical attention and attempt to locate their parents.

Crisis Intervention Counselor (School Psychologist):

1. Maintain order at Student Request Table; calm agitated parents and students.

2. Facilitate delivery of information to parents of students with special circumstances (e.g. missing, injured, deceased).
3. Escort parents to First Aid Station to reunite with injured students.

Runners (Staff, students and/or parent volunteers):

1. Take Student Request Form to Student Assembly Area to find requested students. Alternatively, a walkie-talkie may be used to request a student from the Assembly Area.
2. Retrieve the student and escort him/her to the Student Release Table -OR- return to Student Request Table with status information on those who are not in the Student Assembly Area.

ADAPTATIONS FOR PUPILS WITH SPECIAL NEEDS

CA Education Code 32282(A)

1. Procedures for special needs students may need to be implemented in emergency situations such as fire, earthquake, bomb threats, etc.
2. At the beginning of each school year, an Individual Emergency Procedures Plan (IEPP) must be completed to accommodate each student who requires additional assistance due to a disability. This includes students with physical impairments who may require a wheelchair, specialized equipment or physical assistance to evacuate in a timely manner.
3. Each plan requires that support staff be designated as specialized assistants during times of emergency.
4. The Safety Coordinator is responsible for:
    a. Identifying students who will require additional assistance
    b. Working with the designated staff to ensure that a IEPP be completed for each student.

    ** Since new students may arrive at any time during the school year, this assignment will be continuous throughout the year.*
5. Use the format below to complete an Individual Emergency Procedures Plan for each special needs student. Place a copy of the plans in the Site Emergency Operations Plan and with the individual classroom teacher's emergency materials. (class roster, etc.)

Student:	**Room #:**	**Teacher**:
Designated Specialized Assistants: ***(identify two staff in this area)***		
Required Equipment or Physical Assistance Needed to Evacuate in a Timely Manner ***(complete below)***		

HOW TO ASSIST THOSE WITH DISABILITIES DURING AN EVACUATION

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapors immediately

To alert visually-impaired individuals

1. Announce the type of emergency.
2. Offer your arm for guidance.
3. Tell the person where you are going, obstacles you encounter.
4. When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

1. Turn lights on/off to gain person's attention ***or***
2. Indicate directions with gestures ***or***
3. Write a note with evacuation directions.

To individuals using crutches, canes or walkers

1. Evacuate these individuals as injured persons.
4. Assist and accompany to evacuation site, if possible, ***or***
5. Use a sturdy chair (or one with wheels) to move person ***or***
2. Help carry individuals to safety.

To evacuate individuals using wheelchairs

1. Give priority assistance to wheelchair users with electrical respirators
2. Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.
3. Reunite the person with a wheelchair as soon as it is safe to do so.

USE OF FACILITIES DURING DISASTERS
CA Education Code Section 32282(B)(ii)

The Board shall grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.

CONVERT SCHOOL

Implemented during a disaster when a requirement exists for community medical facilities or shelters. Convert school will be initiated only by the Superintendent and/or upon the request of officials from the Department of Health and Human Services or the American Red Cross as arranged by a prior written Memorandum of Understanding between the school district and the public agency. This action is normally preceded by another action such as evacuation. If the Red Cross chooses a school as a

community shelter, it will arrange a shelter set-up. After an earthquake, potential shelter locations are checked by a local building inspector approved by local government authorities before a determination is made to use the school site as a shelter.

I. Actions

Administrator Actions:

During School Hours

1. Dismiss all classes or, if the situation dictates, hold students at school for temporary care.
2. Convert the school into an Emergency Hospital, First Aid Station or community shelter for congregate care. (Community shelter is operated by the Department of Health and Human Services or the American Red Cross.)
3. When converting the school to an Emergency Hospital or First Aid Station, follow the guidance and directions of the medical personnel upon their arrival.

Other than School Hours

1. Alert school employees through the School Personnel Alerting System.
2. Suspend scheduled classes. Use Telephone Alert System and Parent Notification System. Notify the Superintendent for assistance by other means.
3. Convert the school into an emergency hospital, vaccination station (operated by the Department of Health and Human Services or community shelter (operated by the American Red Cross.)
4. When converting the school to an Emergency Hospital or First Aid Station, follow the guidance and directions of the medical personnel upon their arrival.

II. Announcement

Authority to Make Emergency Announcement

Administrators, Office Managers, or those given direct authority may make emergency announcements.

Priority of Notification Systems:

1. PA System
2. Landline Phone
3. Radio
4. Telephone Notification System

Emergency Announcement:

During School Hours

"Convert, convert, convert. This is real. Convert school for community emergency use. Convert, convert, convert. This is real. Convert school for community emergency use.

Other than School Hours

Use the School Personnel Telephone Notification System to notify all school employees.

SUSPENSION AND EXPULSION POLICIES

CA Education Code Section 32282(C)

Governing Law: The procedures by which pupils can be suspended or expelled. CA Education Code Section 47605 (b)(5)(J).

This Pupil Suspension and Expulsion Procedure is intended to promote learning and protect the safety and wellbeing of all students at the School. When school discipline policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. These procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that these Policy and Administrative Procedures are available on request at the Superintendent's office.

Suspended or expelled students shall be excluded from all school and school related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504, the IDEIA, and all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a

basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. The Charter School shall notify the District of the suspension of any student identified under the IDEIA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504 and would grant the District approval rights prior to the expulsion of any such student as well.

1. **Grounds for Suspension and Expulsion of Students**

   A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at the School or at any other school or a School sponsored event at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school sponsored activity.

2. **Enumerated Offenses**

   a. Students may be suspended or expelled for any of the following acts when it is determined the pupil: Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
   b. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.
   c. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
   d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
   e. Committed or attempted to commit robbery or extortion.
   f. Caused or attempted to cause damage to school property or private property.
   g. Stole or attempted to steal school property or private property.
   h. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
   i. Committed an obscene act or engaged in habitual profanity or vulgarity.
   j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
   k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

   l. Knowingly received stolen school property or private property.

m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
n. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
o. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
p. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
q. Engaged in or attempted to engage in hazing of another.
r. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
s. Made terrorist threats against school officials and/or school property.
t. Committed sexual harassment.
u. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
v. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.
w. Any other conduct that the Superintendent or Board determines violates school policy or expectations for student conduct.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

3. **Suspension Procedure**
Suspensions shall be initiated according to the following procedures:

a. Conference
Suspension shall be preceded, if possible, by a conference conducted by the Superintendent or the Superintendent's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Superintendent. The conference may be omitted if the Superintendent or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

b. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

c. Suspension Time Limits/Recommendation for Placement/Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of Placement/Expulsion by the Superintendent or Superintendent's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Superintendent or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

5. **Authority to Expel**

A student may be expelled by the Superintendent after providing an opportunity for a hearing before a Hearing Officer appointed by the BMA Board. Unless an appeal hearing is timely requested by the student's parent(s) or guardian, the Superintendent's determination is final.

The parent(s) or guardian of a student shall have 10 days from issuance of a written notice of the Superintendent's recommendation for expulsion to file a written request for an appeal hearing to be presided over by a hearing officer appointed by the BMA Board of Directors (the "Hearing Officer"). If no appeal is requested, the expulsion becomes final as of the 11th day following the Superintendent's recommendation for expulsion.

5. **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled.

The Hearing Officer shall hold a confidential appeal hearing within 15 days of receipt of a timely request for an appeal of the Superintendent's recommendation for expulsion. During the hearing, the student shall have the right to representation, the right to present evidence and the right to question BMA representatives.

Written notice of the hearing shall be provided to the student and the student's parent or guardian at least 10 days before the date of the hearing. Upon mailing the notice, it shall be deemed served. The notice shall include:

(1) The date, time and place of the expulsion appeal hearing;
(2) A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
(3) A copy of the school's rules or policy which relate to the alleged violation;
(4) Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
(5) Notification of the opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
(6) Notification of the right to inspect and obtain copies of all documents to be used at the hearing;
(7) Notification of the opportunity to confront and question witnesses who testify at the hearing;
(8) Notification of the opportunity to question evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

The student and/or his or her parent(s) or representative must present all written and oral evidence and argument to be considered for the appeal at the hearing. The school secretary or Hearing Officer's designee shall attend and prepare minutes of the proceeding, which shall become part of the record of the proceeding along with all written evidence or other material submitted to the Hearing Officer. After considering the evidence, including testimony presented at the hearing, the Hearing Officer shall either (1) support the Superintendent's recommendation for expulsion, (2) reject that recommendation, or (3) modify that recommendation. The Hearing Officer's determination after the appeal hearing is final and unappealable.

6. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
The Hearing Officer may determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Hearing Officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The Hearing Officer may take any other measures (s)he deems reasonable under the circumstances to protect the privacy of witnesses.

7. **Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Hearing Officer determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

8. **Written Notice to Expel**

The Superintendent, or designee, following a decision of the Hearing Officer to expel shall send written notice of the decision to expel, including findings of fact made by the Hearing Officer, to the student or parent/guardian. This notice shall also include the following:

a. Notice of the specific offense committed by the student
b. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the School.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the district of residence.

This notice shall include the following:

a. The student's name
b. The specific expellable offense committed by the student

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

9. **Disciplinary Records**

The School shall maintain records of all student suspensions and expulsions at the School. Such records shall be made available to VUSD upon request.

10. **Expelled Pupils/Alternative Education**

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

11. **Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Superintendent and the pupil and guardian or representative to determine whether the

pupil poses a threat to others or will be disruptive to the school environment. The Superintendent shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission.

PROCEDURES FOR NOTIFYING TEACHERS OF DANGEROUS PUPILS
CA *Education Code* Section 32282(D)

As a student enrolls in BMA, school Office Managers contact previous schools to request cumulative records. When the cumulative record arrives at the school the vice principal reviews the file, and informs the receiving teacher in writing of any potentially dangerous student behaviors. For students who are already enrolled in the school, student records are provided by the previous teacher. Teachers also have access to Powerschool for records.

When a student is suspended for any offense, the teacher of the student may view a copy of the suspension notice which is placed in the cumulative file.

DISCRIMINATION AND HARASSMENT POLICY
CA *Education Code* Section 32282(E)

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

The Board of Directors shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.

The Board hereby designates the following position(s) as Coordinator(s) for Nondiscrimination to handle complaints regarding discrimination and inquiries regarding the district's nondiscrimination policies:

Administrative Assistant to the Superintendent
1737 W. Vista Way
Vista, CA 92083
760-820-9501

Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.

Employees who become aware of an act of harassment shall immediately report the incident to the Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures. Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.

SCHOOL WIDE DRESS CODE PROHIBITING GANG ATTIRE
CA *Education Code* Section 32282(F)

There will be no tolerance for attire promoting gangs or hate groups.

Montessori education is concerned with the inner development of the child's mental, emotional, physical and spiritual being. As such, we seek to limit undue focus of attention on external appearances. After much discussion about the relative values of a dress code and individual freedom, BMA has adopted the following middle path Dress Code. We believe that your child will be happiest when dressed in casual, comfortable clothing.

Dress Code Policy

Bella Mente Academy is a school of choice. In order to facilitate and maintain an effective, healthy, and safe learning environment, the principal, staff, and parents of BMA decided to implement this Dress Code Policy. This Dress Code Policy was adopted because we believe that a respectable or wholesome and professional image reduces distractions and promotes learning. Therefore, the school Dress Code Policy requires clothing fit the student appropriately, be cleaned on a regular basis, and cannot deviate from the style and color choices. Students are expected to present themselves in a neat, clean, and professional manner at all times. Clothing that is tight, baggy, dirty or

sloppy is not allowed. Items that are torn or cut in any way are prohibited. Appropriateness of overall appearance will be left to the discretion of the administration. Although shirts are not required to be tucked in and belts are optional, we recommend that students choose to do so whenever feasible. We believe that a uniform Dress Code Policy promotes a sense of pride in our school and solidarity between students. School Spirit days allowing "Themed Dress" will be designated by the school principal and requirements for these days will be sent to parents in advance. This Dress Code Policy has been adopted by the Board of Directors of BMA in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school.

Dress Code Policy – 2019.20sy

BMA Dress Code Policy 08.02.2019

BMA uniforms must be purchased through Bella Mente Academies. The Uniform Store page will be available July 1st.

A. Tops

Light blue or navy collared polo ***with BMA*** logo (short or long sleeve).

Navy jackets ***with BMA*** logo

BMA t-shirts may be worn during Friday School Spirit Days.

- *Undershirts or turtlenecks worn under the polo must by plain white or black (no graphics or other designs)*

NOT Acceptable

- Shirts one size ***larger*** than the student's body size.
- Modifications to shirts such as, ***but not limited to***, pinning, rolling, knotting or any other modifications.
- Undershirts or turtlenecks may not have hoods

B. Bottoms

Khaki or navy skorts, shorts, jumpers, and pants

- *Leggings worn under skorts or shorts must be plain white or black (no graphics or other designs)*

NOT Acceptable

- Bottoms must fit properly, be worn at the waist, and not altered or modified in any way.
- Bottoms that are too large (saggy/baggy) or too tight (skinny) are not allowed.
- Shorts and skorts must be 2" above the knee or longer (shorts must also not be more than 2" below the knee) and may not be form-fitting. They must fit properly
- No cargo pants or pants with side-leg pockets.

C. Shoes

Expectation

- Shoes must have closed toes.
- Shoes should be chosen with discretion.
  *athletic shoes are ***highly*** recommended during PE days*

NOT Acceptable

- Boots, house shoes, heels, sandals, or slippers.
- Shoes with offensive logos.
- “Heelies” or platform shoes.
- Shoes that can be a distraction to others (i.e. shoes with lights).

D. Accessories & Grooming

Expectation

- Belts without offensive logos or design.
- BMA hats may be worn outdoors.
  please write student’s name on inside tag

NOT Acceptable

- Hats may not be worn indoors.
- Accessories, such as backpacks or notebooks with writing, pictures or any other insignia which are crude, vulgar, profane, provocative, or sexually suggestive are prohibited. Neither may they advocate racial, ethnic or religious prejudice or the use of drugs or alcohol.

BMA is in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school.

PROCEDURES FOR SAFE INGRESS AND EGRESS OF PUPILS, PARENTS, AND EMPLOYEES FROM SCHOOL SITE
CA *Education Code* Section 32282 (G)

Due to traffic and facility configurations, BMA has specific drop off and pick up procedures. This procedure is available as an addendum to the handbook. In general, parents should plan to drop off their children at the designated location, and provide a warm, affectionate goodbye. Extending the drop-off procedure on a regular basis can create separation problems and can take away the child's opportunity to establish healthy patterns of self-confidence and responsibility. As noted in the Academic Overview portion of this handbook, students are encouraged to develop self-reliance and positive esteem. These characteristics are best developed and practiced through effective care of self and care of the environment. Once students have worked through the initial "First Day of School" experience, students are very capable of getting themselves settled in and ready for the academic day without the help of parents/guardians.

Parents will not be allowed to walk students into class (even the first week). Students will report to their classroom immediately after drop off.

Likewise, parents should plan to pick up their students at the end of the day in the same designated location to alleviate traffic and campus congestion.

If you have a need to come on to the campus during the school day, please be sure to park in the designated parent/guest parking areas. Parking in staff areas, even if only for "a second" can create parking problems for the entire staff. As explained in the Academic Overview, students are provided with uninterrupted units of time to support their ability to concentrate on the lessons of the day. For the benefit of the students, BMA seeks to limit classroom interruptions and asks that parents refrain from entering the classroom after the start of the school day and before school has been released. Forgotten homework, lunches, etc., may be delivered to the school office where they will be given to the teacher or delivered to the student at the appropriate time. For safety reasons, all parents/guests coming on to the campus during the school day must check in through the school office and obtain a visitor pass. At the completion of your visit, you will need to check back out at the school office and return the visitor pass. In the event of a school emergency, this is the most effective way to keep track of who is on the campus grounds at any given time. For purposes of this section, students arriving at school late or departing early must be cleared through the school office. When late to school, parents should plan to:

- Accompany their children into the school office
- Sign them in using the designated office logbook
- Assist each child in obtaining a tardy slip from an office staff member
- To keep disruption to a minimum, you do not need to enter the classroom with your child as long as she/he has the tardy slip to give to the teacher.

If your child is frequently tardy to school, please consider scheduling a family meeting to discuss a plan of action that will correct this problem. Children arriving late are often self-conscious and feel uncomfortable entering the room. It also affects their ability to settle into the business of learning

when they are in this emotional state. The class often takes care of a variety of business during this time and/or begins quiet journaling activities at this time. Students arriving late create an unwelcome disruption to the rest of the class. Please support your child to be on time. This is a life skill which will be of great benefit as the child gets older. In the Montessori classroom, a great amount of learning happens at all times of the day, including the afternoon hours. Afternoon lessons are filled with all the cultural activities of history, science, art, etc., and incorporate practice of core academic subject material as well. BMA stresses the importance of the afternoon curriculum. Parents need to understand this importance and respect the need for the student to attend school for the entire day. When an early pick up from school is necessary and unavoidable, parents should plan to:

- Contact the school office or the teacher in advance of the early pickup so that staff can assist the child and the class to prepare for the interruption and transition.
- At the time of the pickup, parent/guardian must check in at the school office and sign the student out in the designated office logbook.
- The office staff will facilitate getting the student from class for you while you wait in the office. Adult visitors are not permitted to be unattended on the campus.
- Leave as quietly as possible.

GOALS AND PLANS THAT CREATE A SAFE AND ORDERLY ENVIRONMENT CONDUCIVE TO LEARNING AT SCHOOL

CA *Education Code* Section 32282(H)

DISCIPLINE AND BEHAVIORAL GUIDELINES

Bella Mente Academies holds a five-year focus plan. A wide variety of stakeholders participated in the development of this plan. Although many goals were identified, the following relate specifically to creating a safe and orderly environment conducive to learning at school.

These goals include:

- We believe that a quality Montessori environment creates positive learning opportunities.
- We believe that a safe, orderly environment directly affects student learning.
- We believe in monitoring the constantly evolving environment/facilities/campus.
- We believe in developing and maintaining an environment that is student centered, safe and conducive to learning.
- We believe in creating and maintaining a safe physical environment that is conducive to learning.

Current plans, policies and methods are all based on ensuring that these goals are met. Strategies and objectives developed remain in alignment with these goals.

RULES AND PROCEDURES ON SCHOOL DISCIPLINE
CA *Education Code* Section 32282(l)

The BMA staff is trained in positive discipline methods such as Positive Discipline and Restorative Practices. “The classroom curriculum includes Peace Education, with an emphasis on personal peace and tolerance of others' differences. Conflict resolution tools, such as the Peace Table, as well as Peer Mediation techniques, assist the children in learning these important life skills.

Students are presented with lessons, which include scenarios for all areas of the school, discussing the reasons for safety, respect, and responsibility in those locations. Positive reinforcement is stressed, and students are “caught” following the rules and guidelines.

When a student is observed not following a rule, the child is asked if they know the rule and is then redirected to show the appropriate behavior. Only when a child repeatedly misbehaves are they referred to the school office and parents contacted. Data is collected to determine if further training is necessary for all of the students when issues occur often and by numerous students. The emphasis is on training and positive reinforcement for the desired behavior, as opposed to a punitive approach.

Physical violence will result in an immediate office referral. Parents will receive a written notification (Incident Report), and a phone call made if it is deemed necessary. Students disrupting their classroom may be removed to do work in another room or in the office.

Generally, once a child has completed a designated amount of work, they are invited to return to their own classroom.

Communicating with parents is an important element in building a team of staff and families. Phone calls and written notes or reports sent home are ways the school can keep parents informed about how their child is doing in the school environment. When necessary, parent/teacher conferences and meetings with the administrator will be scheduled to assist teachers and parents in finding the most beneficial ways to support a student’s success at school.

When behavior that is unacceptable occurs, the following steps will be taken:

1. For minor incidents and with younger students, staff will provide opportunities for re-direction and a chance to “try again.”
2. Repeated offenses will initiate a progressive system of meetings starting with a conference between the parents/guardians and teachers.

3. Should the behavior(s) continue, a Student Success Team (SST) meeting will be scheduled with a campus administrator, the teacher(s), and the parents/guardians. Other school staff and family members may also be included if deemed appropriate. In the SST process, the team identifies concerns, works together on solutions, and creates an action plan. It is customary

for follow-up meetings to take place to discuss progress of the need for additional interventions.

4. Serious incidents will lead to an immediate referral to a campus administrator. Parents/guardians will be notified by phone or in writing, and a suspension warning may be issued.
5. Repeated offenses will initiate a progressive system of RTI (Response to Interventions) meetings starting with a conference between the parent/guardian and teacher.
6. It may be deemed appropriate for the student to be placed in an alternate setting on campus for the school day (another classroom or in the school office.)
7. Serious or repeated infractions will result in one or more days of suspension from school (refer to Suspension and Expulsion Policies).

HATE CRIME REPORTING PROCEDURES AND POLICIES

The term "hate crime" is defined by various federal and state laws. In its broadest sense, the term refers to an attack on an individual or his or her property (e.g., vandalism, arson, assault, murder) in which the victim is intentionally selected because of his or her race, color, religion, national origin, gender, disability, or sexual orientation.

Bella Mente Academies is diligent in creating a school culture in which prejudice and hate-motivated behavior are not acceptable, but which also permits the expression of diverse viewpoints. To that end, Bella Mente is committed to the following:

1. Providing hate prevention training to all staff. Training should include anti-bias and conflict resolution methods; procedures for identifying and reporting incidents of racial, religious, and sexual harassment, discrimination, and hate crime; strategies for preventing such incidents from occurring; and resources available to assist in dealing with these incidents.
2. Ensure that all students receive hate prevention training through age-appropriate classroom activities, assemblies, and other school-related activities. Prejudice and discrimination are learned attitudes and behaviors. Neither is uncontrollable or inevitable. Teaching children that even subtle forms of hate-such as ethnic slurs or epithets, negative or offensive name-calling, stereotyping, and exclusion-are hurtful and inherently wrong can help to prevent more extreme, violent manifestations of hate. Through structured classroom activities and programs, children can begin to develop empathy, while practicing the critical thinking and conflict resolution skills needed to recognize and respond to various manifestations of hate behavior.

3. Develop partnerships with families, community organizations, and law enforcement agencies. Hate crime prevention cannot be accomplished by schools alone. School districts are encouraged to develop partnerships with parent groups, youth serving organizations, criminal justice agencies, victim assistance organizations, businesses, advocacy groups, and religious organizations.

HATE CRIME REPORTING

Upon receiving information of a possible “hate crime” Bella Mente ADCAB / Site Administrator will notify the San Diego County Sheriff’s Department. A crime as defined as a “hate crime” will be investigated by San Diego County Sheriff’s Department with assistance of Bella Mente staff. If necessary, the FBI works closely with state/local/tribal authorities on investigations, even when federal charges are not brought. FBI resources, forensic expertise, and experience in identification and proof of hate-based motivations often provide an invaluable complement to local law enforcement. Many cases are also prosecuted under state statutes such as murder, arson, or more recent local ethnic intimidation laws. Once the state prosecution begins, the Department of Justice monitors the proceedings in order to ensure that the federal interest is vindicated and the law is applied equally among the 95 U.S. Judicial Districts.

Bullying and Cyberbullying Prevention
CA *Education Code* Section 32282(e) and CA Assembly Bill 2291

Bullying can threaten students’ physical and emotional safety at school and can negatively impact their ability to learn. The best way to address bullying is to stop it before it starts. Training school staff and students to prevent and address bullying can help sustain bullying prevention efforts over time.

To ensure that bullying prevention efforts are successful, all school staff need to be trained on what bullying is, what the school’s policies and rules are, and how to enforce the rules. Assembly Bill 2291, which became effective on January 1, 2019, requires that local educational agencies (LEAs) adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying, and that LEAs make training available to certificated and all other school site employees who have regular interaction with students.

The California Department of Education (CDE) Online Bullying Training Module and Bullying presentation is mandated by Assembly Bill 1993 and California *Education Code* Section 32283.5. The Online Bullying Training Module and Bullying Module will assist all school staff, school administrators, parents, pupils, and community members in increasing their knowledge of the dynamics of bullying. The Online Bullying Training Module presentation and Bullying Module identify acts of bullying and suggest strategies to address bullying. In alignment with these mandates, all Bella Mente certificated and classified staff will be required to participate in the Online Bullying Training Module and Bullying Module annually (https://www.cde.ca.gov/ls/ss/se/bullyres.asp).

Additionally, all Bella Mente certificated and classified staff will be required to take the “Bullying: Recognition & Response” online training module.

The ability for students, staff, and parents to safely report acts of bullying is vital to the safety of our students and the success of our programs. When students are comfortable sharing information with adults, we obtain the information needed to maintain a positive school climate and get students the help they need. As such, Bella Mente has adopted the STOPit K-12 Solution reporting system. This system allows Bella Mente to be proactive instead of reactive when it comes to dealing with incidents of inappropriate behavior that lead to avoidable issues. Students report anonymously via mobile app, web, or phone hotline service. 100% anonymous, 100% of the time.

Threat of Violence on School Grounds
CA *Education Code* Section 32282 and CA Senate Bill 671

BMA has established a behavioral threat assessment team to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, an activity sponsored by the school, or on a school bus serving the school. The threat assessment may include a school administrator, school counselor, school psychologist, school social worker, SPED Director, Compliance Director, and when necessary, local law enforcement and/or community partners. Law enforcement supporting a behavioral threat assessment shall consider all department policies and Constitutional rights of individuals when there is reasonable suspicion a crime has been, or may be committed.

BMA has adopted the El Dorado County Charter SELPA behavioral threat assessment model. Upon receiving a report of any dangerous, violent, or unlawful activity being conducted or threatened of being conducted, BMA will gather necessary members of the behavioral threat assessment team to assess the validity and level of the report. Additionally, the behavioral threat assessment team is tasked with recommending support and intervention for the subject(s) of the assessment and, when necessary, creating a safety plan. The safety plan will be reviewed and signed by a parent/guardian and the student before they are permitted to return to school.

While school disciplinary action or criminal charges may result from the assessment and totality of the event, a behavioral threat assessment is not intended to seek these specific outcomes. If it is believed a crime has been or may be committed, protocols recommend BMA contact law enforcement for further investigation. Upon request, BMA may share all records of a behavioral threat assessment involving students with law enforcement conducting a criminal investigation into the same incident.

Opioid Overdose
CA *Education Code* Section 32282 and CA Senate Bill 10

An opioid overdose can be caused by the ingestion of prescription medications, fentanyl, counterfeit pills, or other illegal opioid substances. In the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose, BMA staff shall:

1. Notify other staff members to alert the health technician and/or front office staff who have been trained in the administration of NARCAN.
2. NARCAN is maintained and located in the nurse's office.
3. Remove other students from the area of the emergency.
4. As soon as possible, BMA staff will call 9-1-1 to notify first responders.
5. As soon as possible, BMA staff will notify the parents/guardians of the student(s).
6. Once medical and/or law enforcement first responders are on scene, BMA staff will provide all relevant information. For staff and student safety, BMA staff may allow first responders to search the student's belongings to determine the presence and/or type of substances that may have been consumed.

Instructional Continuity Plan (ICP)

LEA Name	School Name	Contact Name and Title	Email and Phone
Bella Mente Montessori Academy	Bella Mente Montessori Academy	Erin Feeley, Superintendent	info@bellamentecharter.org 760-621-8948

Introduction and Purpose

This Instructional Continuity Plan (ICP) was last revised on May 10, 2025 and adopted by Bella Mente Academies Board of Directors on June 10, 2025 to ensure all students have access to instruction during a natural disaster or emergency, as mandated by Senate Bill 153, Chapter 38, Statutes of 2024 (SB 153), which adds a provision to California Education Code (EC) Section 32282.

This ICP will be included in the LEA's Comprehensive School Safety Plan (CSSP) by July 1, 2025. Inclusion of this ICP in the CSSP will be required to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27. This plan is intended to minimize disruptions to instruction and provide support for pupils' social-emotional, mental health, and academic needs.

Engagement with Pupils and Families

As required, will engage with pupils and their families as soon as practicable, but no later than five calendar days following an emergency.

Methods of Two-Way Communication

The protocol for engagement with pupils and their families is designed to establish two-way communication. Current existing methods include: short messaging service (SMS) phone calls, email, school portal, social media.

Plans for Unforeseen Events

Should unforeseen events such as power outages and damage to infrastructure occur, Bella Mente Academies will work with its authorizer, the Vista Unified School District, to identify a site that is available for essential staff to work from in continuing to manage the crisis.

Support for Special Needs

In the event of an emergency that disrupts normal school operations, Bella Mente Montessori Academy will activate a coordinated response to identify and support the social-emotional, mental health, and academic needs of all students. The school will utilize available data, staff input, and communication with families to assess student well-being and prioritize interventions. Mental health and counseling services will be made accessible through virtual or in-person means, depending on the nature of the emergency. Academic continuity will be ensured through distance learning platforms, paper-based resources, and regular check-ins by teachers and support staff. Social-emotional learning and trauma-informed practices will be embedded into all instructional and support activities to promote resilience, connection, and stability for all students during times of crisis.

Access to Instruction

Timeline for Access to Instruction

As required, Bella Mente Academies will provide access to in-person or remote instruction as soon as practicable, but no more than 10 instructional days following the emergency.

Conditions for Resuming Access to In-person Instruction

Outlined below are conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery, including:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus free from debris and hazards
- Internet fiber lines connected and functioning
- Sufficient staff available
- Kitchens operational for meals

If the conditions for reopening are met, Bella Mente Academies will reopen for in-person learning following regular school day schedules. In-person instruction will be the primary method of school and instructional delivery. Students who are able to come to school must come to school.

Remote Instruction

As required, Bella Mente Montessori Academy remote instruction will align with EC sections 51747 and 51749.5, governing Independent Study instruction modalities. Remote instruction will be designed to meet instructional standards that are, at minimum, equivalent to those applicable in independent study programs.

The independent study instruction plan is intended to serve those students and families that my be affected by the emergency so that students have access to course materials and are able to continue to make academic progress toward the goals of their courses. Families must contact the school attendance office to share the duration of the absences from school. The school attendance office will code their participation in independent study for these requested days.

Access to Instructional Materials

As required, remote instruction offered will align with expectations of access and equity.

If conditions permit, material distribution will be at the school site. It conditions do not permit, materials will be distributed at a separate District Facility. Parent notification will be made regarding distribution of materials via announcements via identified methods of two-way communication.

Access to School Work

As required, remote instruction offered will align with expectations of access and equity.

Assignments for all grade levels will be posted via teacher Google Classroom pages. Families without internet service can request paper copies of work which can be picked up at the school or other designated site. Bella Mente Academies will actively work to provide all families have needed materials to ensure instructional continuity.

Temporary Reassignment

Bella Mente Montessori Academy provides support to pupils and families to enroll in or be temporarily reassigned to another site, school district, county office of education, or charter school if an emergency or natural disaster disrupts in-person learning:

Bella Mente Academies will partner with its authorizer, Vista Unified School District, to assign students, if necessary, to another school. Bella Mente Montessori Academy students who are temporarily reassigned shall be deemed to have complied with the residency requirements of that school or District. A student who is temporarily reassigned can remain enrolled in the District with the school closure to facilitate re-entry.

Instructional Continuity

Communication Protocols

Bella Mente Academies will communicate with families on a daily basis through their regular communication channels: BrightArrow email and texts, and announcements posted on the school website.

Technological Readiness

Beginning in school year 2025-2026, all Bella Mente families will sign an Independent Study Master Agreement as part of their registration packet. All students in grades 1-8 have Chromebooks provided by the school for their daily use. Assignments during the school closure can be accessed via the teacher's Google Classroom. Primary students will have their work emailed to their families. For those families who are not able to have access to the internet, paper copies will be made available at the school or other designated school/district site. Bella Mente Academies will offer hotspot devices for all families without internet service so they are able to access digital work.

Instruction and Assessment

All teachers will continue their instructional scope/sequence and will be required to deliver instruction virtually following their Team schedule. Additionally, all teachers will be required to offer virtual office hours via Google Meet at consistent times each day.

Access (Equity, Accessibility, and Inclusion)

Equity, Accessibility, and Inclusion

The Bella Mente Special Education Director will ensure that case managers, school counselors, school psychologist, speech language pathologist, and occupational therapist, and other identified providers for students with Individualized Learning Plans continue to receive the services as outlined in the student's IEP. These services will be provided virtually when practicable. The Reading Specialist will have tutoring and office hours available for English Learners each day.

Individualized Education Plans (IEPs)

The Special Education Director will continue to ensure that Individualized Education Plans are provided and maintained. IEP meetings will, during the time of the emergency, will be held virtually.

English Learner (EL)

The Bella Mente Academies Reading Specialist will continue to provide instructional services for our English Learners. Instruction will be provided at the same time as the teacher's instructional time in order for the Reading Specialist to assess the needs of the students. Daily Virtual office hours and tutoring will be provided for English Learners at a time that does not conflict with the tutoring and office hours of the instructors.

Professional Learning

Professional learning opportunities and resources will be provided as needed to teachers and staff if the need to pivot to remote instruction and assessment arises. Bella Mente Academy Leadership will monitor the needs of the teachers and staff and provide the necessary training by outside vendors or internal staff as appropriate.

Well Being and Support Services

Bella Mente Academies will provide access to physical and mental health professionals, utilizing the school counselor, outsourced vendors, and school psychologist. Our community liaisons will provide assistance when needed for those who speak languages other than English.

Bella Mente Academies will provide, as needed, any water and medicines currently onsite. Families who have students with stored medicine on campus can pick up medicine when practicable or a staff member will deliver the medicine to the family if necessary. Upon return, families will need to provide Bella Mente Academies with medicine for their student to maintain consistent daily medical requirements.

If safe to do so, the school site will continue to offer support services, including special education and counseling, on the school grounds or virtually. The after school program will continue onsite if safe to do so. Bella Mente Academies will work with our after school provider to offer another location if the school site is not available. Communication of any location changes to any support services or the after school program will be sent via our email/text system and posted on the school website. Access to breakfast and lunch will continue and families can come to the school or other district location to obtain food items offered on a daily basis.

Site-Based Collaboration

The Bella Academy Leadership Team and School Safety Team met to review the components of the ICP and had equal opportunity to determine the outcome of its contents.

Return to Site-Based Learning

When it is determined that the school site is safe to reopen, Bella Mente will communicate with parents, teachers, and the school community to ensure buy-in and understanding of the reopening plan.
Bella Mente will also provide support for students and staff who may be experiencing anxiety or stress related to the disruption and reopening and ensure hat technology is in place to support a seamless transition from in-person to remote learning if needed. Additionally, no consideration will be given to reopening unless the following are met:

- Evacuation orders have been lifted
- Power and utilities are functioning
- Healthy air quality exists
- Access to safe and clean water has been established
- The Bella Mente campus is free from debris and hazards

- Internet fiber lines are connected and functioning
- Sufficient staff are physically available to cover those the number of students returning to the site
- Kitchens up and running for meals

Integration with Comprehensive School Safety Plan (CSSP)

This Instructional Continuity Plan (ICP) will be included as an integral component of Bella Mente Montessori Academy's Comprehensive School Safety Plan (CSSP) by July 1, 2025, as required by SB 153. The information in this ICP will be considered in relation to other aspects of the existing safety plan. A locally-adopted CSSP must include this ICP to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27.

The Bella Mente Instructional Continuity Plan (ICP) will be included as an integral component of Bella Mente Montessori Academy's Comprehensive School Safety Plan (CSSP) by July 1, 2025, as required by SB 153. The information in this ICP will be considered in relation to other aspects of the existing safety plan.

Review and Updates of this Instructional Continuity Plan (ICP)

This Instructional Continuity Plan will be reviewed and updated in collaboration with Educational Partners, considering feedback and lessons learned on the following basis:

Every year, beginning in August, 2025, professional development will be given to train teachers and staff on the components and expectations of the ICP. This time will be devoted to discussion of the plan and to ensure instructional platforms have been created before the first day of student return to school. If there is a crisis that warrants use of the ICP, upon a return to school, the ICP will be updated based on staff feedback if necessary. A review and update of the ICP will also be provided during the yearly Comprehensive Safety Plan update and site and board approval process.

SENSITIVE

TACTICAL INFORMATION NOT FOR PUBLIC INSPECTION

Tactical information is excluded from the public inspection document. A "Public Inspection Log" will be used to record the name, address, phone number and method used for verifying the identity of all individuals requesting to inspect this plan. This document is not available for inspection on the internet.

DISASTER RESPONSE PROCEDURES

CA *Education Code* Section 32282(B)

Bella Mente Administrative Cabinet (ADCAB) and staff are provided training in dealing with the following types of events. Training includes instruction and actual drills.

TYPES OF EMERGENCIES AND SPECIFIC PROCEDURES

ALL-CLEAR PROCEDURES:

When directed by a higher authority (school admin/government officials) or conditions have been determined to be safe by administrators or those given direct authority.

I. Actions (Lockdown Only)

Authority:

Law Enforcement, Administrators, Office Manager, or those given direct authority.

Classroom Release:

First responders, administrators, or those given direct authority will unlock each individual classroom/workspace and

a) Direct/escort stakeholders to a safe location (no announcement will follow) ***or***
b) Place stakeholders in a Secure Campus. Once all classrooms/workspaces have been placed in Secure Campus, an All-Clear announcement will be made.

I. Announcement

Authority to Make Emergency Announcement:

Administrators, Office Manager, or those given direct authority notify the site.

Priority of Notification Systems:

1. PA System
2. Landline Phone
3. Radio

All-Clear Announcement:

Announcement: "All-clear, all-clear, all-clear. Please return to normal campus activities. All-clear, all-clear, all-clear. Please return to normal campus activities."

EARTHQUAKE

Utilized when directed by a higher authority (school admin/government officials) or when environmental conditions, such as seismic activity causing the earth/building to shake or loud rumbling, indicate an earthquake is imminent. Actions taken will be determined by the severity, length, and after-shocks associated with the seismic activity. **The site will conduct a drop procedure drill once per quarter in accordance with CA *Education Code* 32282(B)(i)(II)**.

I. Actions

Authority to Act

Any staff member or student who experiences indications of an EARTHQUAKE on-site may initiate response actions, "**DROP, DUCK, COVER**"

Staff Actions: Inside Buildings

1. All "**DROP, DUCK, COVER**" turning away from the windows.
2. If available, take cover under a desk/table and hold on to cover. Remain in position until the ground stops shaking
3. If no desk/table is available, cover your head with arms. Remain in position until the ground stops shaking.
4. When initial shaking stops, listen for evacuation instructions.
5. Attendance per site protocols.

Staff Actions: Outside Buildings

1. Move away from buildings, poles and overhead wires.
2. All "**DROP, DUCK, COVER**", lie down or crouch low to the ground covering head with arms.
3. Lookout for dangers that demand movement.
4. Be prepared to "**DROP, DUCK, COVER**" due to aftershocks.
5. If safe, proceed to the designated evacuation site.
6. When initial shaking stops, listen for evacuation instructions.
7. Attendance per site protocols.

Administration Actions:

1. Determine the necessity to evacuate buildings.
2. Sweep buildings and escort students to safe locations.
3. Determine necessity to move to off-site evacuation point.
4. Attendance per site protocols.
5. Contact law enforcement/first responders as needed.
6. Issue "All Clear" procedures when appropriate.

II. Announcements

Authority to Make Emergency Announcement:
Administrators, Office Managers, or those given direct authority may notify the site.

Priority of Notification Systems:
1. PA System
2. Landline Phone
3. Radio

Emergency Announcement:
“Earthquake, earthquake, earthquake. This is real. Earthquake, earthquake, earthquake. This is real.”

Drill Announcement:
“Drill, drill, drill. This is an earthquake drill. Drill, drill, drill.”

FIRES

Utilized when directed by a higher authority (school admin/government officials) or when fire or smoke has been observed/verified. Actions taken will be determined by the location, size, and proximity of the fire. **The site will conduct a fire drill once per month in accordance with CA *Education Code* 32282(B)(i)(I) and 5 CA ADC § 550.**

I. Actions

Authority to Act
Fire On-Site: Any staff member who observes a fire on-site may initiate response actions.
Fire Off-Site: Administrators, Office Managers, or those given direct authority may initiate response actions.

Staff Actions: Inside Buildings
1. Once an evacuation signal has been initiated, students should leave the room in a single file line.
2. Evacuate according to plan (map near classroom door).
3. Attendance per site protocols.
4. Children will stay with their class upon reaching the evacuation spot.

Staff Actions: Outside Buildings
1. Once evacuation signal has been initiated, direct students in your care to evacuate to designated areas and join the class line.
2. Attendance per site protocols.
3. Children will stay with their class upon reaching the evacuation spot.

Administration Actions:

1. Determine the necessity to evacuate buildings.
2. Sweep buildings and escort students to safe locations.
3. Determine necessity to move to off-site evacuation point.
4. Attendance per site protocols.
5. Contact the fire department/first responders as needed.
6. Issue “All Clear” procedures when appropriate.

II. Announcements

Authority to Make Emergency Announcement

Fire On-Site: Any staff member who observes a fire on-site may make an emergency announcement.
Fire Off-Site: Administrators, Office Managers, or those given direct authority may make emergency announcements.

Priority of Notification Systems:

Fire On-Site:

1. Fire Alarm
2. PA System
3. Landline Phone
4. Radio

Fire Off-Site:

1. PA System
2. Landline Phone
3. Radio

Emergency Announcement:

“Fire, fire, fire. This is real. Please evacuate to (insert site-specific evacuation point). Fire, fire, fire. This is real.”

Drill Announcement:

“Drill, drill, drill. This is a fire drill. Please evacuate to (insert site-specific evacuation point). Drill, drill, drill.”

SHELTER IN PLACE

Utilized when directed by a higher authority (school admin/government officials) or when there are indications of an environmental hazard outside of buildings. Actions taken will be determined by the location, size, proximity and type of hazard. **The site will conduct a shelter in place drill once per school year.**

Hazard Examples: Bee swarm, dangerous animal, gas leak off-site, downed powerline, heavy smoke off-site, biological/chemical release, lightning strike, explosion off-site, airborne contaminants.

I. Actions

Authority to Act

Any staff member who observes an environmental hazard may initiate response actions.

Staff Actions: Inside Buildings

1. Open the door and direct any nearby students into the classroom.
2. Close and lock all doors and windows.
3. Doors may be opened for late arrivals, if the exterior environment is safe.
4. Attendance per site protocols.
5. Instruction will continue as normal within the classroom.
6. Information will be disseminated when available.
7. Contact administrations for personnel needing to be moved (e.g. restroom, medications).
8. Everyone must stay in place until “All Clear Announcement”.

Staff Actions: Outside Buildings

1. Direct students to the nearest classroom.
2. Follow actions for the inside of buildings.

Administration Actions:

1. Sweep outside areas for students.
2. Escort students as necessary.
3. Disseminate information to staff per site protocols.
4. Contact law enforcement/first responders as necessary.
5. Issue “All-Clear” announcement when appropriate.

I. Announcements

Authority to Make Emergency Announcement

Any staff member who observes an environmental hazard may make an emergency announcement.

Priority of Notification Systems:

1. PA System
2. Landline Phone
3. Radio

Emergency Announcement:

“Shelter, shelter, shelter. This is real. Shelter, shelter, shelter. This is real.”

Drill Announcement:
“Drill, drill, drill. This is a shelter in place drill. Drill, drill, drill.”

SECURE CAMPUS

Utilized when directed by a higher authority (school admin/government officials) or when there is a human hazard not directed at the campus. This is not a LOCKDOWN but staff/students should be prepared to escalate the response if necessary. **The site will conduct a secure campus drill once per school year.**

Threat Examples: Law enforcement activity near campus, suspicious activity near campus, suspicious individual(s) near the perimeter of campus.

I. Actions

Authority to Act
Any staff member or student who observes a human hazard, on or near campus, may initiate response actions.

Staff Actions: Inside Buildings

1. Open the door and direct any nearby students into the classroom.
2. Close/lock all doors and windows, close blinds, and turn off lights.
3. Doors may be opened for late arrivals.
4. Attendance per site protocols.
5. Instruction will continue as normal within the classroom.
6. Information will be disseminated when available.
7. Contact administrations for personnel needing to be moved (e.g. restroom, medications).
8. Everyone must stay in place until “All Clear Announcement”.

Staff Actions: Outside Buildings

1. Direct students to the nearest classroom.
2. Follow actions for the inside of buildings.

Administration Actions:

1. Sweep outside areas for students.
2. Escort students as necessary.
3. Lock perimeter access points.
4. Disseminate information to staff per site protocols.
5. Contact law enforcement/first responders as necessary.
6. Issue “All-Clear” announcement when appropriate.

II. Announcements

Authority to Make Emergency Announcement
All staff members have the authority may make the Secure Campus emergency announcement.

Priority of Notification Systems:

1. PA System
2. Landline Phone
3. Radio

Emergency Announcement:
“Secure, secure, secure. This is real. Secure, secure, secure. This is real.”

Drill Announcement:
“Drill, drill, drill. This is a secure campus drill. Drill, drill, drill.”

OPTIONS-BASED RESPONSE (ACTIVE ASSAILANT)

Utilized when a threat is present on-site and actively trying to harm or kill individuals. During an active assailant event, the assailant’s goal is to inflict as many casualties as possible using whatever means possible. Staff and students must choose the best option available to preserve their own well-being based on the limited information they have.

BMA has adopted Texas State University’s Advanced Law Enforcement Rapid Response (ALERRT) *Avoid, Deny, Defend*. Avoid, Deny, Defend is a fluid response system and the options chosen/available may change as the situation develops. **The site will conduct an active assailant drill twice per school year in accordance with CA *Education Code* 32282(J) and CA Assembly Bill 1747.**

Note:

- **The school shall not conduct a high intensity drill;**
- **The school shall not nclude the use of real weapons, gunfire blanks, or explosions in the conducting of the drill;**
- **The school shall ensure a trauma-informed approach to the design and execution of any drill, which shall include all of the following:**
    - **Age -appropriate and developmentally appropriate drill content and terminology developed with the involvement of school personnel, including school-based mental health professionals;**
    - **Notice to all parents and guardians of pupils, teachers, administrators, and school personnel subject to the drills in advance of the drill and of the drill’s expected length of time;**
    - **The ability for parents or guardians to opt their child or children out of the drills;**

- **An announcement to pupils and educators immediately before the start of the drills and an announcement to pupils and educators immediately after the drills have concluded;**
- **A notice al all parents and guardians after the drill has concluded;**
- **The provision of contact information for community-based resources, including local organizations with objectives to reduce gun violence or provide mental health counseling to parents or guardians, pupils, and staff who are negatively impacted by the drills and where available, prioritizing school-based resources.**

Threat Examples: armed individual entering/on-site, active shooter, knife attack, vehicle attack, attack using explosive devices.

I. Actions

Authority to Act

Any staff member or student who observes an attack or potential attack on-site may initiate response actions.

Staff, Student, & Administration Actions (Inside or Outside):

Avoid (escape, evade)

Avoid is the process of removing users from the location of the attack. This option is utilized when users can escape the area and/or site without coming into contact with the assailant. This is the most effective response to an Armed Assailant Event. Move away from the source of the emergency. Locate exits and escape campus. Move as far away from campus as possible. Students should contact parents/guardians to inform them of their location. Staff members should contact designated administrators to inform them of the students in their care and their current location. Be prepared to adjust to another option if necessary.

Deny (layer, hide)

Deny is the process of creating a protected and defensible space. This option is utilized when users are not able to Avoid or users do not have enough information to Avoid. Deny access to rooms by closing and locking doors or creating barricades. Move to the safe wall. Reduce visibility into the room by turning off lights and covering windows if safe to do so. Be prepared to adjust to another option if necessary.

Defend (resist, fight)

Defend is the option to use any means available to counter the attack. This is an extremely personal decision. The goals are to disrupt the assault, distract the assailant, and defeat the attack. Be prepared to adjust to another option if necessary.

II. Announcements

Authority to Make Emergency Announcement

Any staff member or student who observes an attack or potential attack on-site has the authority to make the emergency announcement.

Priority of Notification Systems:

1. Voice
2. PA System
3. Landline Phone
4. Radio

Emergency Announcement:

“Options, options, options. This is real. Options, options, options. This is real.”

Drill Announcement:

“Drill, drill, drill. This is an options-based drill. Drill, drill, drill.”

BOMB THREAT / THREAT OF VIOLENCE

In the event that the school receives a bomb threat by telephone, follow the Bomb Threat Checklist on the next page to document information about the threat. Keep the caller on the telephone as long as possible and listen carefully to all information the caller provides. Make a note of any voice characteristics, accents, or background noises.

Threat by Phone:

1. Listen. Do not interrupt the caller.
2. Keep the caller on the line with statements such as "I am sorry, I did not understand you. What did you say?"
3. Alert someone else by prearranged signal to notify the telephone company to trace the call while the caller is on the line. The number to call in that instance is 1-800-331-0500. After receiving a harassing call, hang up the phone. Immediately pick up the phone and press ***57** to activate call trace. Choices are ***57**(touch tone) or **1157** (rotary). If Call Trace is successful, a confirmation tone and message will be heard. A written log tracking date and time of annoyance calls **must** be kept by the customer in order to retrieve Call Trace information. An error message will let you know if the call can't be traced.
4. Notify ADCAB Members immediately after completing the call.
5. Complete the Bomb Threat Checklist.

Threat by Mail:

1. Note the manner in which the threat was delivered, where it was found and who found it.

2. Limit handling of items by immediately placing it in an envelope so that fingerprints may be detected. Written threats should be turned over to law enforcement.
3. Caution students against picking up or touching any strange objects or packages.
4. Notify ADCAB Member or site administrator.

Staff Actions:

1. Evacuate students as quickly as possible, using primary or alternate routes.
2. Upon arrival at the designated safe site, take attendance. Notify the ADCAB /Site Administrator of any missing students.

Do not return to the building until emergency response officials determine it is safe.

Administration Actions:

1. Call 911.
2. Instruct staff and students to turn off any pagers, cellular phones or two-way radios. Do not use those devices during this threat since explosive devices can be triggered by radio frequencies.
3. Determine whether to evacuate the threatened building and adjoining buildings. If the suspected bomb is in a corridor, modify evacuation routes to bypass the corridor.
4. Use the intercom, personal notification by designated persons, or the PA system to evacuate the threatened rooms. DO NOT USE THE TERM BOMB THREAT over the radio or PA.
5. Simply state EVACUATE.
6. If it is necessary to evacuate the entire school, use the fire alarm.
7. Notify the Superintendent of the situation.
8. Standby ready to assist law enforcement and follow their direction.
9. Avoid publicizing the threat any more than necessary. Refrain from making any media announcements until discussed with law and fire personnel.

BOMB THREAT CALL PROCEDURES

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist (reverse side) immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of the call, do not hang up, but from a different phone, contact FPS immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call _____
- Handle note as minimally as possible.

If a bomb threat is received by email:

- Call _____
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

DO NOT:

- Use two-way radios or cellular phone; radio signals have the potential to detonate a bomb.
- Evacuate the building until police arrive and evaluate the threat.
- Activate the fire alarm.
- Touch or move a suspicious package.

WHO TO CONTACT (select one)

- **Follow your local guidelines**
- **Federal Protective Service (FPS) Police 1-877-4-FPS-411 (1-877-437-7411)**
- **911**

BOMB THREAT CHECKLIST

Date: _____ **Time:** _____

Time Caller Hung Up: _____ **Phone Number Where Call Received:** _____

Ask Caller:

- Where is the bomb located? (Building, Floor, Room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (Background and level of noise)
- Estimated age:
- Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice

- ❑ Accent
- ❑ Angry
- ❑ Calm
- ❑ Clearing throat
- ❑ Coughing
- ❑ Cracking voice
- ❑ Crying
- ❑ Deep
- ❑ Deep breathing
- ❑ Disguised
- ❑ Distinct
- ❑ Excited
- ❑ **Female**
- ❑ Laughter
- ❑ Lisp
- ❑ Loud
- ❑ **Male**
- ❑ Nasal
- ❑ Normal
- ❑ Ragged
- ❑ Rapid
- ❑ Raspy
- ❑ Slow
- ❑ Slurred
- ❑ Soft
- ❑ Stutter

Background Sounds:

- ❑ Animal Noises
- ❑ House Noises
- ❑ Kitchen Noises
- ❑ Street Noises
- ❑ Booth
- ❑ PA system
- ❑ Conversation
- ❑ Music
- ❑ Motor
- ❑ Clear
- ❑ Static
- ❑ Office machinery
- ❑ Factory machinery
- ❑ Local
- ❑ Long distance

Threat Language:

- ❑ Incoherent
- ❑ Message read
- ❑ Taped
- ❑ Irrational
- ❑ Profane
- ❑ Well-spoken

Other Information:

_____

_____

Homeland Security

GAS ODOR / LEAK

All school personnel, including cafeteria managers and custodians, shall immediately report any gas odor or suspected gas leak to the ADCAB / Front Office. If an odor is detected outside the building, it may not be necessary to evacuate.

I. Actions

Staff Actions:

1. Notify Front Office / ADCAB.
2. Move students from the immediate vicinity of danger.
3. Do not turn on or off any electrical devices such as lights, computers, fans, etc. Do not unplug any devices from the wall sockets.
4. If the odor is severe, leave the area immediately.
5. If the building is evacuated, take student attendance and report any missing students to ADCAB / Site Administrator.

Administration Actions:

1. If a gas leak is internal, evacuate the building immediately.
2. Shut the gas off immediately.
3. Call 911.
4. Notify the utility company.
5. Determine whether to move to an alternate building location.
6. Do not return to the building until it has been inspected and determined safe by proper authorities.

LOSS OF / FAILURE OF UTILITIES

Failure of any of the utilities (electricity, gas, water) during school hours constitutes a condition that must be dealt with on a situational basis. Advance notice may be received from a utility company regarding loss of service. In many cases, such loss of service will be of short duration and require no special action other than notifying staff of the temporary interruption of service.

I. Actions

Administrator Actions:

1. Notify the utility company. Provide the following information:
    a. Affected areas of the school site
    b. Request information of type of problem or outage
2. Determine length of time service will be interrupted.
3. Determine desired action, which may include relocation of students and staff, notification of parents, and alternate food service.

4. If disruption in service will severely hamper school operation, notify students and staff by appropriate means.
5. Use messengers with oral or written word as an alternate means of faculty notification.
6. Notify Executive Administrator of loss of service.
7. Implement a plan to provide services without utilities or with alternate utilities.
    a. Plan for Loss of Water
        - Toilets
        - Drinking Water
        - Food Service
        - Fire Suppression
    b. Plan for Loss of Electricity
        - Ventilation
        - Emergency Light
        - Computers

OFF-SITE EVACUATION

Implemented when it is unsafe to remain on the school campus, and evacuation to an off-site assembly area is required. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated area of safety. Off-site evacuation includes walking the students to the *Tri-City Christian School*. However, it may require *Directed Transportation*. **See Page 9 for more detailed information regarding reunification procedures.**

Hazard Examples: fire on campus, explosion or threat of explosion on campus, bomb threat, unstable building infrastructure.

I. Actions

Authority to Act

Administrators, Office Manager, or those given direct authority may initiate response actions.

Staff Actions:

1. Take attendance before leaving campus. Instruct students to evacuate the building, following designated routes, and assemble in their assigned offsite Assembly Area. Bring along the emergency classroom backpack.
2. If walking to a nearby site, keep students lined up in an orderly fashion and walk away from the danger. The procession should follow the safest route to the evacuation site.
3. Take the student roster when leaving the building. Take attendance when the class is reassembled in a safe offsite location. Report attendance to the Principal/designee.
4. Remain in place until further instructions are given.

Administrator Actions:

1. Determine the safest method for evacuating the campus. This may include the use of buses or simply walking to the designated off-site location.
2. Call 911. Provide school name and location of off-site evacuation, reason for evacuation, number of staff and students being evacuated.
3. When clearance is received from appropriate agencies, issue “All-Clear Announcement”.
4. Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

II. Announcements

Authority to Make Emergency Announcement

Administrators, Office Managers, or those given direct authority may make emergency announcements.

Priority of Notification Systems:

1. PA System
2. Landline Phone
3. Radio

Emergency Announcement:

"Off-site evacuation, off-site evacuation, off-site evacuation. This is real. Teachers are to take their students to the designated off-site TRI-CITY CHRISTIAN SCHOOL assembly area. Students are to remain with their teacher. Off-site evacuation, off-site evacuation, off-site evacuation. This is real. Teachers are to take their students to the designated off-site TRI-CITY CHRISTIAN SCHOOL assembly area. Students are to remain with their teacher.”

BUILDING INFORMATION

SCHOOL SITE	DOCUMENT DATE
Bella Mente Charter School	01/15/2023

EMERGENCY UTILITY SHUT-OFFS

Refer to campus map for additional information

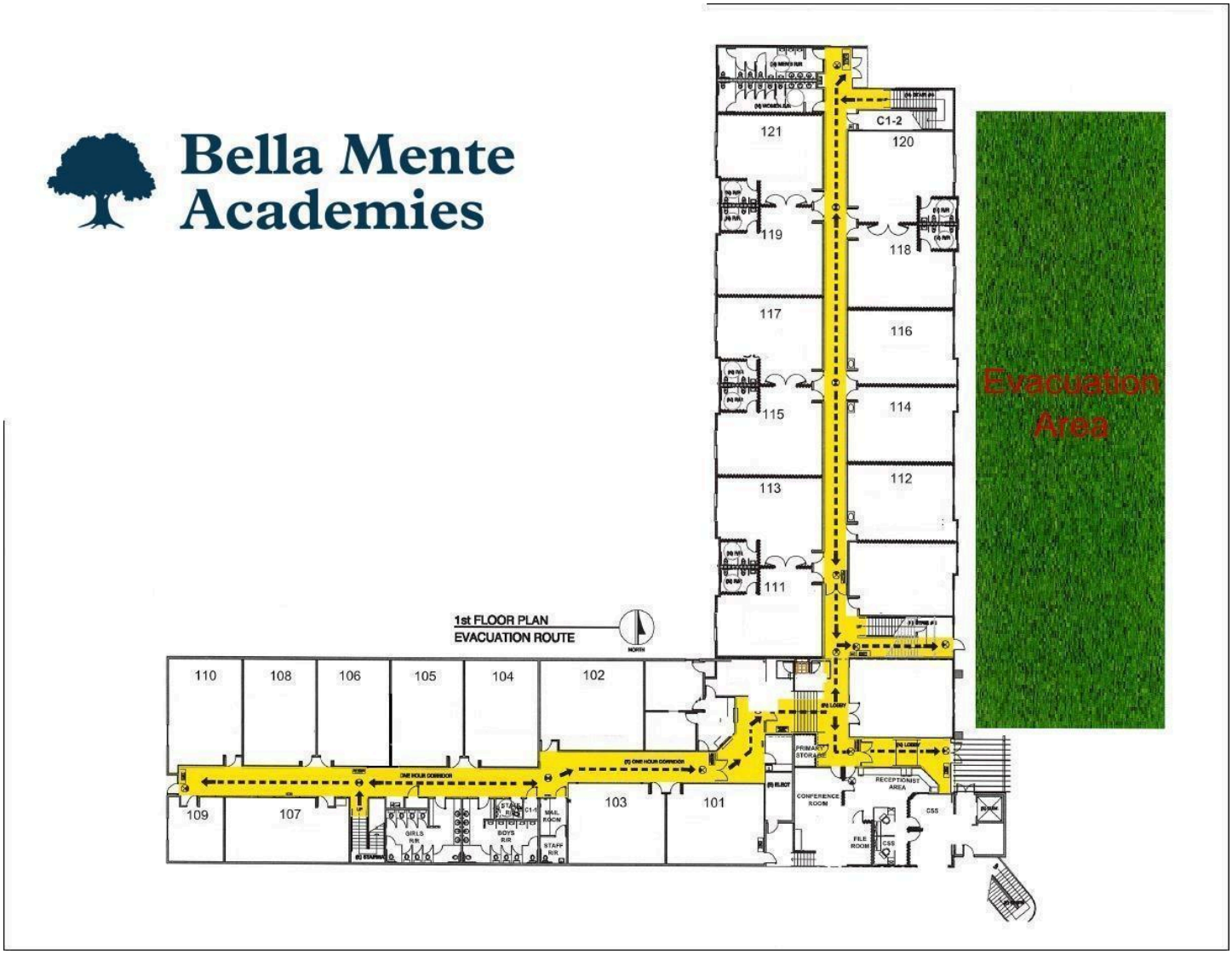
UTILITY		YES	NO	LOCATION
Electrical	Total main electrical shutoff?	X		Transformer outside 2-story
Gas	Total main gas shutoff?	X		Meter outside MPR
Water	Total main water shutoff?	X		Emerald (E door) Vista Way(R's office)
Knox Box		X		At each auto gate entrance

ALARM COMPANY INFORMATION

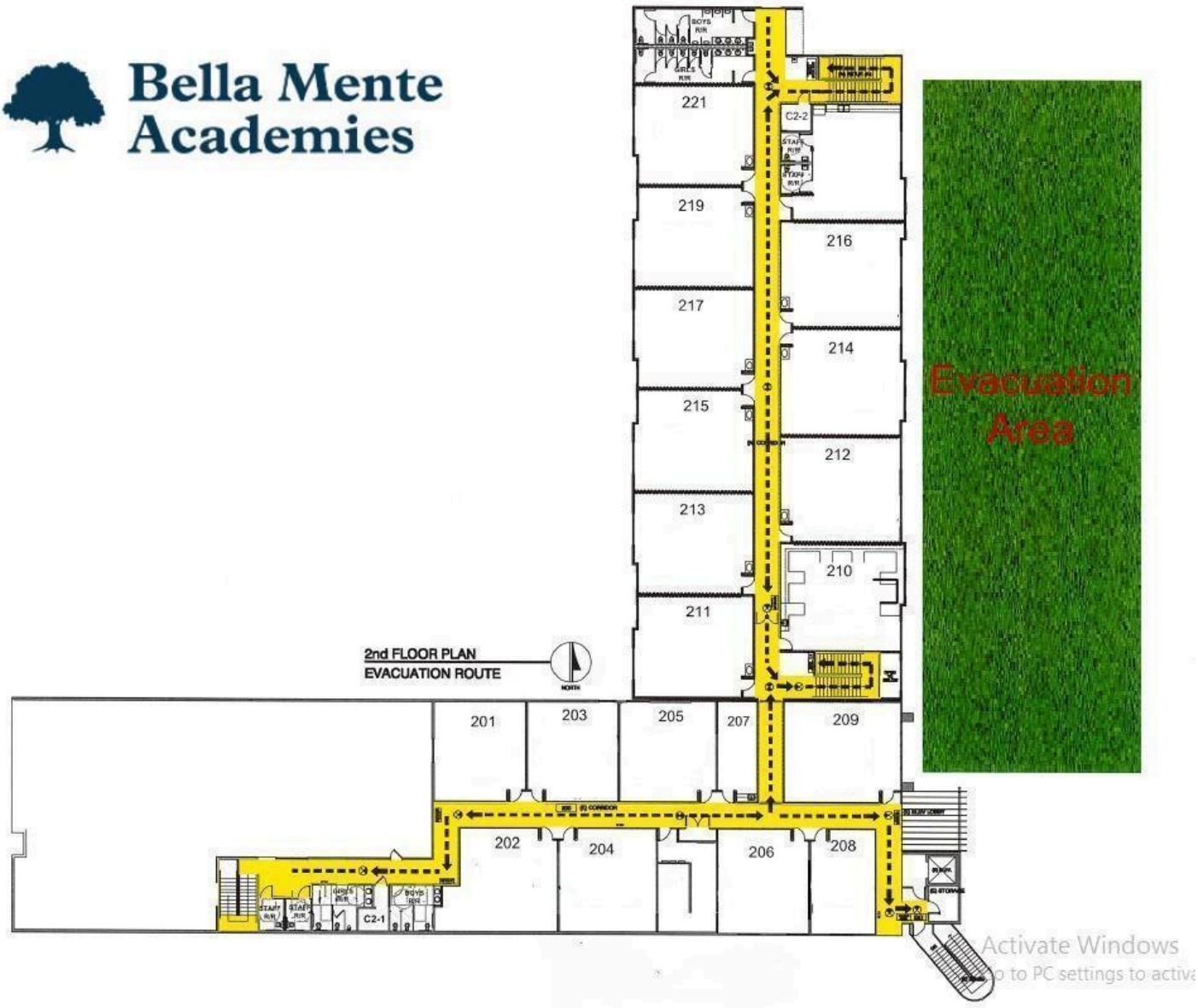
Company Name	Tyco Integrated Security	
Office Phone	800-289-2647	
Emergency Phone	800-289-2647	
Responsible Parties	Superintendent, Site Administrator	

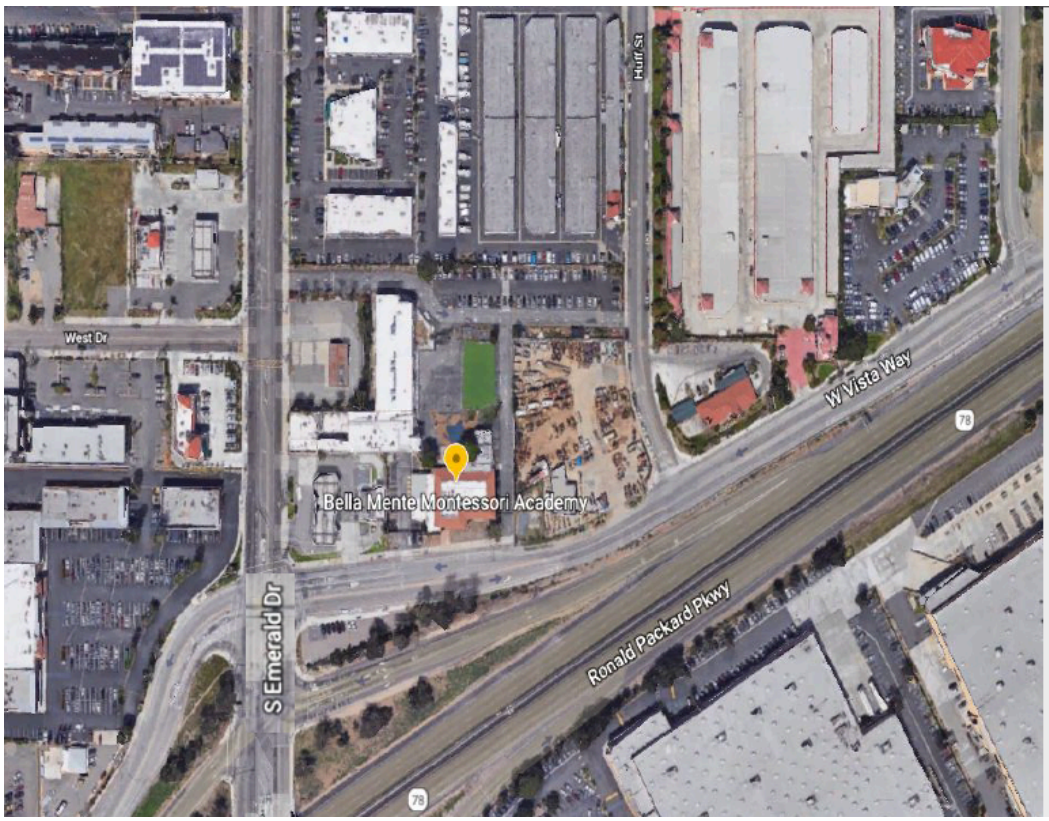
Locations of Control Panels	**Entrance to 2-story, right side**	**Entrance to one-story, right side double doors or single door by kinder**

BMA 1st Floor Classroom Map



BMA 2nd Floor Classroom Map

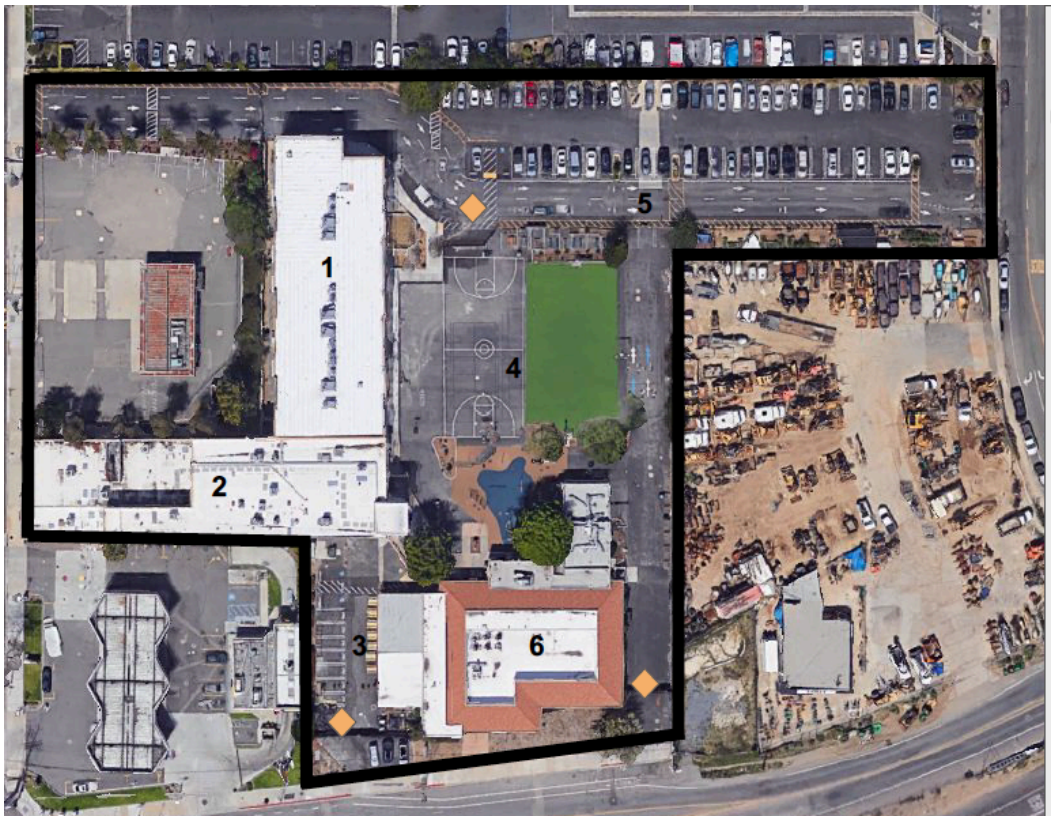




Attachment 1:
Environmental Map

Bella Mente Montessori Academy
1737 W Vista Way
Vista, CA 92083

N



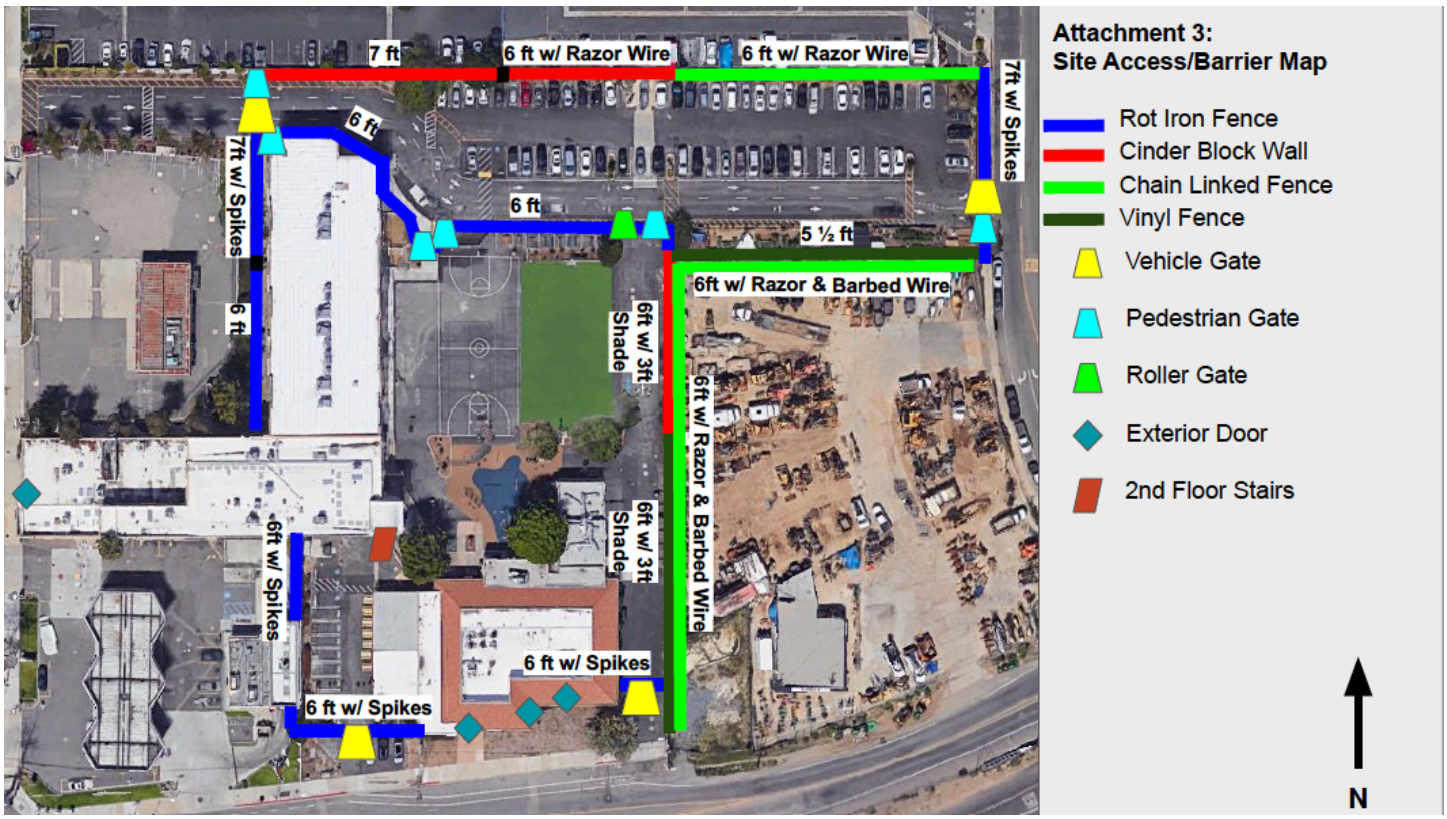
Attachment 2:
Site/Perimeter Map

Property Line

1- Two-Story North
2- Two-Story West
3- Lunch Tables
4- Playground
5- Drop-Off/Pick-Up
6- One-Story

Delivery Points

N


7 ft
6 ft w/ Razor Wire
6 ft w/ Razor Wire
7ft w/ Spikes
6 ft
7ft w/ Spikes
6 ft
6 ft
5 ½ ft
6ft w/ Razor & Barbed Wire
6ft w/ 3ft
Shade
6ft w/ Razor & Barbed Wire
6ft w/ 3ft
Shade
6ft w/ Spikes
6 ft w/ Spikes
6 ft w/ Spikes
Attachment 3:
Site Access/Barrier Map
Rot Iron Fence
Cinder Block Wall
Chain Linked Fence
Vinyl Fence
Vehicle Gate
Pedestrian Gate
Roller Gate
Exterior Door
2nd Floor Stairs
N

INFINITY COMMUNICATIONS & COMPLIANCE

INFINITY COMMUNICATIONS AND COMPLIANCE, INC.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0827

This Agreement for Professional Services ("Agreement") is entered as of this day, June 2, 2025, between **Infinity Communications and Compliance, Inc**. hereinafter referred to as "Infinity," and **Bella Mente Charter School** hereinafter referred to as the "Client." The parties agree as follows:

1. **SERVICES**
   Infinity agrees to perform Professional Services ("Services") on behalf of the Client as set forth in this Agreement, including the Project Attachment. Infinity's responsibilities and determination of reimbursable cost for Services are set forth in the Project Attachment, which is incorporated as a part of this Agreement. Infinity agrees to perform the Services in a professional, workmanlike manner consistent with industry standards and in substantial compliance with any service-level commitments set forth in the Project Attachment.

2. **BASIS OF COMPENSATION**
   Infinity will invoice and Client will pay for Services performed under the scope of work as described in the Project Attachment. Client must raise any invoice dispute in writing within fifteen (15) days of receipt; failure to do so shall constitute acceptance of the invoice. All fees are non-refundable. Notwithstanding termination, Client remains responsible for all fees for work performed and any non-cancellable commitments entered into on Client's behalf.

3. **TERM AND TERMINATION OF SERVICE**
   Infinity's services are provided for the term specified in the Project Attachments. The term commences on the later of the date of the execution of this Agreement and the Start Date described in the Project Attachment (the commencement date being the "Services Start Date").

   Either party may terminate this Agreement, without cause, by providing written notice to the other at least thirty (30) days before the intended termination date.

   Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from any actions (or inaction) taken (or not taken) after the date of termination, including (but not limited to) negligent acts or omissions by Client, its agents and/or employees.

   In the event that the Agreement is terminated, Client may request for Infinity to deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days after termination. Infinity may retain copies for archival and compliance purposes.

4. **CLIENT'S RESPONSIBILITY**
   The Client agrees to fulfill all responsibilities and provide all necessary information as outlined in the Project Attachment(s) in a timely manner to facilitate the completion of Services by Infinity. Any delays due to the Client's failure to perform these responsibilities may result in adjustments to the timeline and incur additional costs payable by Client. Client expressly agrees to indemnify, hold harmless, and waive any right of action against Infinity for any action (or inaction) that occurs (or does not occur) as a result of Client not performing its responsibilities as described in the Project Attachment.

5. **RECORDS**
   Infinity will maintain full and accurate records in connection with this Agreement. The Client may inspect these records upon reasonable notice during normal business hours.

6. **STATUS OF INFINITY**
   The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor, and shall have control of all work and the manner in which it is performed. Infinity shall

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be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the Client provides for its employees.

During the term and for one (1) year thereafter, Client shall not solicit or hire Infinity employees or subcontractors who performed Services under this Agreement.

7. **COPYRIGHTS AND LICENSES**
Infinity retains ownership of all intellectual property rights in its work product ("Instruments of Service"), including templates, forms, documents, specifications, and designs. Infinity grants the Client a non-exclusive, limited, perpetual, and irrevocable license to use these Instruments of Service solely for the specific purposes outlined in this Agreement and associated projects, provided the Client has fully compensated Infinity.

Unauthorized use of Infinity's Instruments of Service shall immediately terminate the granted license and relieve Infinity of all liabilities arising from such use.

8. **HOLD HARMLESS & LIMITATION OF LIABILITY**
Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, employees, and affiliates from all suits, claims, liabilities, damages, losses, costs, and expenses resulting from negligent acts or omissions of the other party, its officers, agents, or employees under this Agreement (each agreeing to "Hold Harmless" the other). Neither party agrees to Hold Harmless with respect to any gross negligence or willful misconduct of the other.

In the event Infinity is found in breach of this Agreement and/or negligent, except in cases of gross negligence or willful misconduct, the parties agree that Infinity's maximum potential liability shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement in the twelve months preceding the claim. Any legal action arising from or taken by either party, shall be governed by the laws of the State of California / County of Kern, and shall be brought in its courts.

9. **COMPLIANCE WITH LAWS**
Infinity shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances involving its employees, including workers' compensation and tax laws.

10. **MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES**
No modification or amendment of this Agreement will be effective unless agreed to in writing and signed by authorized representatives of both parties.

Neither party may assign or delegate this Agreement or any of its rights or obligations hereunder without the other party's prior written consent; provided, however, that Infinity may, without Client's consent, assign this Agreement in its entirety (including all rights and obligations) to (a) an Affiliate, or (b) a successor by way of merger, consolidation or the sale of substantially all of Infinity's assets, so long as such successor assumes all of Infinity's obligations under this Agreement. Any other purported assignment shall be null and void. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

11. **GENERAL PROVISIONS**

a. **GOVERNING LAW & DISPUTES** This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Kern County, California, for any disputes arising from or related to this Agreement.

Any disputes arising from this Agreement, including the Project Attachment, or with respect to any Services relating to this Agreement shall first be subject to negotiation between representatives from both parties. If unresolved after thirty (30) days, disputes shall be settled by binding arbitration in Kern County, California, administered according to the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees and arbitration costs.

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b. SEVERABILITY

If any provision is ruled invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid provision shall be replaced by a valid one that most closely matches its economic and legal purpose.

c. FORCE MAJEURE

Neither Party shall be liable for delays or non-performance due to acts beyond its reasonable control, including natural disasters, acts of government, wars, terrorism, pandemics, labor disputes, or similar unforeseen events. The affected Party shall notify the other promptly and use commercially reasonable efforts to resume performance.

d. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of proprietary or sensitive information obtained in the performance of this Agreement. Such information shall not be disclosed to third parties without prior written consent, except when required by law or court order.

e. NOTICE

All notices must be in writing and addressed to the Parties' Authorized Contacts. Notices are effective upon (i) personal or courier delivery, (ii) three business days after deposit with U.S. certified mail (return receipt requested), or (iii) confirmed email transmission to the address on record.

Infinity Contact Information:

Sales Administration
sales@infinitycomm.com
661-716-1840
4909 Calloway Drive
Bakersfield, CA 93312

Client Contact Information:

Authorized Contact Name:_____

Email:_____

Phone:_____

Address:_____

f. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and amendments, represents the entire understanding between Infinity and the Client, superseding any prior agreements, understandings, or representations. Any modification must be in writing and signed by authorized representatives of both Parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications and Compliance, Inc.		**Bella Mente Charter School**	
	06/02/2025		
Signature	Date	Signature	Date
Christian Baker	Chief Operations Officer		
Name	Title	Name	Title
P.O. Box 999, Bakersfield, Ca. 93302			
Address/City/State/Zip		Address/City/State/Zip	
99-4115379			
Federal Tax ID#		Federal Tax ID#	

INFINITY COMMUNICATIONS & COMPLIANCE

PROJECT ATTACHMENT 0827-FY2026
BELLA MENTE CHARTER SCHOOL

Client No. 0827

SERVICES: CATEGORY ONE E-RATE PROFESSIONAL SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our **Category One E-Rate Professional Services**:

E-RATE AND CALIFORNIA TELECONNECT FUND (CTF) PROFESSIONAL SERVICES

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-Rate Funding issues. The client will provide Infinity with a minimum of 3 business days' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-Rate and CTF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, regarding Bid Evaluations, Procurement, Technology Budget, and Document Retention. For CIPA compliance, Infinity will provide an outline of best practices required in order to meet program requirements related to CIPA.
4. Appeals – Infinity will prepare and submit appeals to USAC and/or the FCC as needed to support the Client's E-Rate funding. Standard appeals related to funding denials or reductions will be included as part of the contracted services. However, if an appeal is required due to Client error, delay, or a situation that requires significant additional time or legal review (such as an FCC appeal stemming from non-compliance Infinity may assess additional fees with prior notice and Client approval. In cases where non-compliance is the exclusive result of Infinity's failure to perform its Services under this Agreement, Infinity will provide appeal services at no additional charge.

E-RATE APPLICATION MANAGEMENT

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-Rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will determine an estimate of the amount of the funding request net of estimated USF fees and taxes by: (a) reviewing one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, (b) review Client's current annual contract(s) for eligible services, and/or (c) conducting a review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-Rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, Form 486, and Form 500.Infinity will also prepare and file for service substitutions and SPIN changes.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests. Typically, Infinity will respond directly to PIA requests on behalf of the client.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method) or prepare and file the Form 472 (BEAR Method) to facilitate payment of the eligible discount amount reimbursement.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

REQUEST FOR PROPOSAL (RFP) MANAGEMENT SERVICES

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-Rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to Form 470. Infinity will coordinate the posting of newspaper ads for an additional fee, as described in the Fee Schedule.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders through Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.

4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation - Infinity will evaluate the bid responses based on the E-Rate Program's requirements for the "Evaluation of Bids" and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.
7. Document Provision – In addition to retaining a copy for itself to comply with E-Rate program rules, Infinity will provide a copy of material documents pertaining to the RFP and E-Rate filing process to the Client at least once per year.

AUDIT ASSISTANCE

1. Document Retention – Infinity will maintain a copy of the documents required for E-Rate Program's "Document Retention Policy", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services –Infinity will represent (under an LOAR) the Client during all E-Rate Audits.
4. Limitation of Audit Support - Infinity's obligations with respect to Audit Assistance are only applicable to funding years for which Infinity made the filing to USAC. Infinity can assist with additional audits as an additional service, as described in the Fee Schedule.

CLIENTS' RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our **Category One E-Rate Professional Services**, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service. Client (including through the representative) must sign and certify the E-Rate forms required for the Client's application for funding, in a timely manner, so as not to cause a failure to comply with the E-Rate Program's time sensitive deadlines.

2. Provide Infinity with reasonable access to any physical site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity with all information required for the successful completion of the agreed service, within 10 calendar days, after the receipt of a request from Infinity.
4. Provide a Letter of Agency and Representation ("LOAR"), authorizing Infinity to act on the Client's behalf to file and/or certify E-Rate forms and respond to the USAC's requests for information.
5. For the eligible services for which the Client is entitled to receive California Teleconnect Fund (CTF) support, to cause the Service Provider to invoice USAC by the SPI Method (Form 474).
6. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-Rate Program). Upon Infinity's request, the Client will provide Infinity with a copy of the EAR for compliance with the "Inventory" section of E-Rate's "Document Retention Policy".
7. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. Upon Infinity's request, the Client will provide Infinity with a copy of the SPRR for compliance with the "Invoicing" section of E-Rate's "Document Retention Policy".
   Retain all documents and records, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service. While Infinity will retain a copy of all documents provided to it, Client must (under E-Rate rules) maintain its own copy of these records and of any records related to the E-rate service or procurement independent of Infinity's data retention service.
8. Provide Infinity with a copy of any Local/State Procurement policies and procedures required for Client's procurement of E-Rate services.
9. Client agrees to provide accurate and timely information with respect to contact and administrative information to facilitate payment of invoices and to update Infinity at any point the contact or administrative information changes.

TIMELY SUBMISSION OF INFORMATION

Client agrees to submit information on time and in full to Infinity and agrees that Infinity may set a reasonable deadline in order to incorporate Client's information and authorization into its Services under this Agreement. To the extent that Client does not abide by its responsibilities as listed in this Agreement, Infinity shall not be liable for any damages or losses resulting therefrom.

Client covenants that it shall perform its responsibilities under this Agreement in a timely and complete fashion and acknowledges that any delays or inconsistencies resulting from its failure to perform its responsibilities listed in this Agreement put its E-Rate compliance and funding at risk. If Client provides tardy, missing, errant, or incomplete information or authorization after a reasonable deadline set by Infinity or USAC, ("Delayed Information"), Client agrees that Infinity's obligations to use that Delayed Information are on a "best efforts" basis and Infinity will undertake commercially reasonable steps to incorporate any Delayed Information into the work product it produces. Client acknowledges that its failure to furnish information or authorization prior to a reasonable deadline may impact Infinity's ability to complete Infinity's Services under this Agreement. Further, Client authorizes Infinity to act upon a duly executed LOAR to certify information on Client's behalf and Client agrees to Hold Harmless Infinity with respect to any good faith exercise of Infinity's authority to certify information on behalf of Client or otherwise meet a regulatory or legal deadline with respect to Delayed Information.

TERM OF CONTRACT:

This Agreement will begin for a term of **three (3) years**, with an expiration date of **June 30, 2028**.

BILLING

All invoices are due within 30 days (the "Invoice Due Date"). Infinity will invoice Client at Services Start Date and annually on the first day of the E-Rate funding year thereafter. If payment is not received by the Invoice Due Date, Client agrees any overdue and unpaid balances may be charged a late fee at a rate of 1.5% per month.

Infinity does not normally engage attorneys for help in preparing appeals; nevertheless, each appeal is unique, and Infinity does not guarantee any particular outcome. Infinity's Service Fee does not include the cost for any legal counsel or attorney's fees with respect to an appeal and Infinity will, prior to incurring billable services with respect to legal counsel, seek Client's approval for the incurrence thereof.

Infinity's fee for Category One services will be an annual base fee of: **$3,500.00**

Any service not explicitly detailed under Infinity's Responsibilities in this Project Attachment (an "Excluded Service") is not authorized by this Project Attachment. For any Excluded Service, the parties will need to execute a new Project Attachment to cover an Excluded Service at the fee stipulated in such new Project Attachment. Excluded Services could include, but are not limited to, C2 filing assistance, document reconstruction, Design/Project Administration services, or non-E-Rate professional services.

The parties agree that the Service Fee is fair and representative of the Client's anticipated E-rate activity. Client agrees that if its E-rate activity materially changes or is expected to materially change over the course of this Agreement, Infinity may require a re-setting of the fee for Client at the next annual billing date.

Standard Hourly Rates Schedule

For additional work that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	$185.00/hour
Sr. Systems Designer	$165.00/hour
Systems Designer	$135.00/hour
CAD Operator	$85.00/hour
Sr. Project Manager	$165.00/hour
Project Manager	$105.00/hour
Design Team Coordinator	$85.00/hour
Compliance Manager	$150.00/hour
Client Services Specialist	$100.00/hour
Support Staff	$60.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	$0.05/sheet
Blueprint Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	$0.72/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below:

Infinity Communications and Compliance, Inc.

Signature	06/02/2025
	Date
Christian Baker	Chief Operations Officer
Name	Title
P.O. Box 999, Bakersfield, Ca. 93302	
Address/City/State/Zip	
99-4115379	
Federal Tax ID#	

Bella Mente Charter School

Signature	Date
Name	Title
Address/City/State/Zip	
Federal Tax ID#	

Approved	2024-25 Approved Budget	2024-25 Expenses to 05/29/2025	Pourcentage used	2025-26 Approved Budget	Notes
Boonli	$1,626.00	$1,200.00	74%	$1,600.00	*Notes*
Boys & Girls Club of Vista, Inc.	$300,000.00	$271,871.62	91%	$305,000.00	*Notes*
CINTAS CORPORATION - 29059	$2,924.48	$2,280.62	78%	$3,000.00	*Notes*
Club Xcite	$150,000.00	$97,476.44	65%	$50,000.00	*Notes*
EcoGuard Pest Management	$1,545.81	$1,252.00	81%	$1,600.00	*Notes*
EMH Sports USA Inc	$15,000.00	$8,410.00	56%	$15,000.00	*Notes*
Flowroute Inc.	$1,300.00	$864.45	66%	$1,300.00	*Notes*
Hanna Plumbing & Supply, Inc.	$2,000.00	$0.00	0%	$0.00	*Notes*
Indeed	$2,500.00	$221.17	9%	$2,500.00	*Notes*
JK Dots Jan Gary	$4,860.00	$3,096.00	64%	$4,800.00	*Notes*
Kayone Manged Service Provider Inc.	$79,200.00	$54,180.00	68%	$82,000.00	*Notes*
MJ Akerland, RN, A Professional Nursin	$15,660.00	$14,355.00	92%	$17,000.00	*Notes*
Native Interpreting	$5,000.00	$1,964.00	39%	$5,000.00	*Notes*
Nido Marketing LLC	$12,000.00	$6,441.00	54%	$12,000.00	*Notes*
Palomar Family Counseling Service, Inc.	$31,920.00	$22,800.00	71%	$35,000.00	*Notes*
Pegah's Kitchen	$1,300.00	$193.51	15%	$2,000.00	*Notes*
Pitney Bowes Global Financial Services	$414.44	$498.30	120%	$700.00	*Notes*
PowerSchool Group LLC	$26,194.56	$24,614.66	94%	$0.00	*Notes*
Schola	$105,800.00	$22,566.65	21%	$105,800.00	*Notes*
Scoot Education Inc	$119,999.88	$119,999.88	100%	$120,000.00	*Notes*
Scoot Education Inc	$150,000.00	$49,137.00	33%	*$xx*	2nd PO added only if needed
Soliant Health, LLC	$120,000.00	$59,538.62	50%	$120,000.00	*Notes*
Top Notch Catering	$229,805.86	$186,283.75	81%	$230,000.00	*Notes*
Transparent Classroom	$7,200.00	$5,554.66	77%	$7,200.00	*Notes*
VendorMax, Inc.	$2,400.00	$1,176.00	49%	$2,400.00	*Notes*
Young, Minney & Corr	*$xx*	*$xx*		$100,000.00	*Notes*
	$1,388,651.03	$955,975.33		$1,223,900.00	

INDEPENDENT EDUCATIONAL EVALUATION (IEE) POLICY

Belle Mente Academies ("Charter School" or "the LEA") adopts the following guidelines to provide special education administration and staff with an overview of the federal and state laws surrounding Independent Educational Evaluations ("IEE") and recommended best practices when working with parents/guardians and assessors when Charter School has received a request for an IEE.

A parent/guardian ("parent") may obtain an IEE for their child at their own expense at any time. The parent/guardian of a student with a disability, or with an Individualized Education Plan ("IEP"), may obtain an IEE at public expense, subject to the provisions of federal and state law, when the parent/guardian disagrees with an assessment obtained by Charter School within the last two years. A parent/guardian may request one IEE in response to each area of evaluation completed or obtained by Charter School within the last two years.

This policy sets forth the procedures under which students with disabilities are entitled to an IEE at public expense.

Definitions

Independent Educational Evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the responsible local educational agency ("LEA"). An IEE can be conducted in any area previously evaluated by the LEA.

Qualified Examiner is an evaluator who is competent to perform the evaluations through criteria established by the LEA in accordance with Education Code, Section 56322.

Public expense means that LEA either pays for the full cost of the evaluation or ensures that the evaluation or evaluation components are otherwise provided at no cost to the parent or guardian.

Local educational agency (LEA) means the school district or county education office that is responsible for providing educational services to a child with a disability.

IEE at Public Expense

Parents have the right to an IEE at public expense if they disagree with an evaluation completed by the LEA. Parents may only request one IEE in response to each evaluation completed by the LEA. Parents must make a request for an IEE within two calendar years of the date of presentation of the assessment with which they disagree.

When when a parent requests an IEE at public expense, Charter School shall provide the parent with a copy of their procedural safeguards and either:

1. Initiate a due process hearing to show that the evaluation, completed by the LEA, is appropriate; or
2. Provide the IEE at public expense.

The LEA may request that the parent provide reasoning as to why they object to the evaluation conducted by the LEA. The LEA may not, however, **require** the parents to explain their reasons and may not unreasonably delay either providing an IEE at public expense or initiating a due process hearing to show that its own evaluation was appropriate. If the LEA initiates a hearing and the final decision is that the evaluation conducted by the LEA was appropriate, the parent shall not have the right to an IEE at public expense.

The IEE shall be administered by an evaluator in the same type of educational setting as that used by the LEA in providing similar evaluations including, but not limited to, classroom observations.

Parents must indicate in writing to the LEA or inform the LEA at an IEP meeting that they disagree with an evaluation conducted by the LEA and that they are requesting an IEE at public expense. If the parent makes an oral request for an IEE, LEA staff shall offer to assist the parent in putting the request in writing and shall assist the parent if the parent so requests. Although not mandatory, the LEA encourages the parents to provide the following:

a. Specific area(s) of disagreement or disputed in the District's assessment
b. Requested area(s) of assessment
c. Questions or issues with the District's assessment that would be addressed by the IEE

Once the LEA receive a written request for an IEE, it will consider the request without unnecessary delay, and provide a Prior Written Notice stating whether the LEA grants or denies a publicly funded IEE.

If the LEA agrees to provide the IEE at public expense, it will provide parent:

1. A copy of this IEE policy, which includes the agency criteria for independent educational evaluations, and

2. A list of evaluators that meet the LEA's criteria for IEEs, and how these evaluators may be contacted. The list is not intended to limit a parent's options in obtaining an IEE from other qualified professionals who meet the agency criteria outlined in this policy but who are not included on the list of pre-approved evaluators.

In the event that a parent/guardian requests to utilize an evaluator who does not meet the LEA's criteria, the LEA shall provide the parent the opportunity to demonstrate that there are unique circumstances to justify their selection of such an evaluator. The LEA will then make a determination if the use of the requested evaluator that does not meet agency criteria is warranted, and respond to the parent with a prior written notice.

If the LEA agrees to publicly fund an IEE, and once the parent provides the LEA with the preferred assessor, the following are the steps in the IEE process:

1. LEA will provide parent with an exchange of information form which permits the LEA to contact the preferred assessor. This form must be signed before the LEA can begin the IEE.

2. Once the exchange of information form is signed, the LEA will contact the chosen independent evaluator to discuss the scope and sequence of the assessments to be completed, including the following but not limited to: the availability, location of the IEE assessment, mandatory attendance at the IEP to discuss completed assessments and report, release of the report and protocols to the LEA, and total fee for the assessment. If in the event that health measures or protections are in place, the assessor will follow the county health department guidelines and best practices throughout the entire testing procedure which may include but is not limited to: mask wearing and social distancing.

3. Once the LEA has spoken with the independent evaluator and confirmed that all of the IEE criteria are met, the LEA will contract the independent evaluator with the evaluator for provision of the IEE. This agreement must be signed before the IEE may begin. The LEA is not responsible for delays in the completion of the IEE due to an independent evaluator's delay in signing this agreement. As part of the contracted evaluation, independent evaluators must agree to:

    - attend relevant IEP Team meetings by phone or in person to discuss their findings
    - provide protocols of the assessments
    - provide a written report to the LEA five (5) days prior to the IEP Team meeting, and observe student in educational setting (as applicable to the assessment being conducted)

    The written report must meet the requirements of the Individuals with Disabilities Education Act and California Education Code Section 56327.

4. Once the assessment is completed, the IEE assessor shall provide a written report to both the LEA and the parent at least five (5) business days before the scheduled IEP meeting to review the assessment.

5. LEA shall work with the parent and the independent evaluator to schedule and hold an IEP Meeting to consider the IEE report. The results of an IEE will be considered, but will not automatically dictate the IEP team's determinations.

If the parent obtains an IEE at private expense, the results of the evaluation (if the evaluation meets the agency criteria) must be considered by the LEA in making educational decisions as required by the Individuals with Disabilities Education Act. The evaluation may also be presented as evidence at a due process hearing regarding the child.

If the LEA observed the student in conducting the evaluation with which the parents disagree or if its assessment procedures allow in-class observations, the independent examiner will be provided with an equivalent opportunity to observe the child in the current educational setting and to observe the LEA's proposed setting, if any. This opportunity shall also be provided if the parents obtain an evaluation at private expense.

The LEA shall define the nature and scope of an independent examiner's in-class observations consistent with the right to an equivalent opportunity to observe, but also consistent with its obligations to prevent unnecessary disruption in the class and to protect the privacy interests of other students. These parameters may include, but are not limited to, identifying the time constraints of such observation, LEA personnel who will participate in the observation and restrictions on student/teacher interactions.

To prevent unnecessary disruption in the classroom and to protect the privacy interests of other students but provide an independent examiner an equivalent opportunity to observe the student, observations are subject to reasonable restrictions outlined in the LEA's policy or practice. Reasonable restrictions include, but are not limited to, the following: 1) scheduling the observations with appropriate administrators in advance; (2) identifying reasonable time limitations; (3) identifying LEA personnel to accompany the independent evaluator during the observations; and (4) outlining reasonable restrictions on interacting with the student and teacher during classroom instruction.

Conflict of Interest

To ensure the independence of the evaluation and any recommendations therein, the LEA will not contract with an independent evaluator who is providing current, ongoing services to the student or who is sought to provide future services to the student. Likewise, if the independent evaluator recommends a particular service and the IEP team agrees to that service, in its discretion, the LEA may not fund the service through the independent evaluator.

Reimbursement for Unilaterally Initiated IEE at Parent Expense

The LEA acknowledges that a parent/guardian may obtain IEE(s) at their own expense at any time. In these circumstances, the Administrator or Special Education Director shall ensure that the student's IEP team shall consider the results of the IEE when determining an offer of a free appropriate public education ("FAPE") for the student. The results of an IEE will not dictate the IEP team's determinations.

A parent is requested, but is not required, to notify the LEA prior to obtaining a unilateral IEE. Regardless, if a parent/guardian obtains an IEE at private expense, the parent's request for payment and/or reimbursement shall be received by the LEA within a reasonable time after receipt of the results of the completed IEE.

If parents request reimbursement for a completed IEE, the evaluation must meet the agency criteria included in this policy. It is the responsibility of the director/administrator of the LEA to determine whether the completed IEE meets the agency criteria and that the request for

requirements was made within a reasonable time after receipt of the results of the evaluation. Once the LEA receives a request for reimbursement, the special education administrator shall respond to the parent/guardian in a timely manner.

If the LEA grants the request for reimbursement in lieu of filing for due process hearing, reimbursement will be in an amount no greater than the actual cost to the parents. The parent/guardians may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree. Reimbursement may be denied in part or in whole if the IEE does not meet the LEA's criteria.

The LEA does not have an obligation to reimburse parents/guardians for privately obtained evaluations completed prior to the date that the LEA's evaluation is completed and discussed at an IEP Team meeting.

When insurance will cover all or partial costs of the IEE, Charter School may request that the parent/guardian voluntarily have their insurance pay the IEE costs covered by their insurance. However, parent/guardians will not be asked to have insurance cover independent evaluation costs if such action would result in a financial cost to the parents including, but not limited to the following:

- A decrease in the available lifetime coverage or any other benefit under an insurance policy
- An increase in premiums or the discontinuance of the policy; or
- An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim unless the parent is willing to have the Charter School reimburse them for the amount of the deductible.

In all cases, if the LEA initiates a due process hearing to show that the LEA's evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer

IEE Criteria

Geographic Limitations

IEE Evaluators must be located within the boundaries of San Diego County. Evaluators outside of this area will be approved only on an exceptional basis by the LEA if the parents or the LEA can demonstrate there is a unique need for a specialized evaluation and that there are no qualified evaluators within the specified area who can appropriately assess their child's educational needs.

Assessor Qualifications and Cost Limitations for Evaluations

The cost of an IEE shall be comparable to those costs that the LEA incurs when it uses its own employees or the going rate in the area for contractors to perform a similar assessment. Costs include: observations, record review, administration and scoring of tests, report writing, and attendance in person or by phone/Zoom at an IEP Team meeting in which the IEE is presented. Reimbursement will be in an amount no greater than the actual cost to the parent and will be

subject to proof of payment.

The parent/guardian shall be given the opportunity to demonstrate that unique circumstances, related to the student's education need(s), justify the selection of an independent assessor outside of the Charter School's cost or other criteria.

The LEA maintains a courtesy list of potential Independent Educational Evaluation (IEE) evaluators who meet the LEA's criteria; however, the LEA does not endorse the evaluators listed and are not responsible for any liability that may arise from use of any evaluator listed. Parents may, but are not required to, choose an assessor from this list.

It is recommended that parents/guardians request a copy of potential evaluators' resumé or vitae, ask for references, and request a written proposal that includes the itemized costs for the evaluation including writing the report and attending the IEP meeting, prior to making a final selection as to their choice of provider. It is recommended that parents contact the LEA prior to making the final selection of an IEE evaluator to ensure that the evaluator meets the agency's licensures/credentialing criteria.

The following are reasonable maximum cost amounts as well as assessor qualification requirements. Other than establishing these criteria, the LEA shall not impose conditions or timelines related to a parent obtaining an IEE at public expense:

Type of Assessment	Qualifications	Rate*
Academic Achievement	● Credentialed Special Education Teacher ● Credentialed School Psychologist ● Licensed Educational Psychologist	$500-$820
Assistive Technology/ Augmentative Alternative Communication	● Credentialed or Licensed Speech/Language Pathologist ● Certified Assistive Technology Specialist ● Licensed Occupational Therapist ● Credentialed School Psychologist	$1,200
Auditory Processing	● Licensed or Certificated Audiologist ● Credentialed School Psychologist ● Licensed Educational or Clinical Psychologist ● Credentialed or Licensed Speech/Language Pathologist	$700
Behavior/Functional Behavior	● Credentialed School Psychologist ● Licensed Educational or Clinical Psychologist ● Credentialed Special Education Teacher	$3,000

Full Psycho-Educational (includes, but is not limited to, academic, adaptive, basic psychological processing, behavior, cognition, and social-emotional)	● Credentialed School Psychologist ● Licensed Psychologist ● Licensed Educational Psychologist ● Clinical Psychologist ● Credentialed Special Education Teacher (academic only)	$6,000
Educationally Related Mental Health	● Credentialed School Psychologist ● Licensed Clinical Social Worker(s) ● Licensed Marriage Family Therapist ● Licensed Clinical Psychologist	$1,650
Occupational Therapy	● Credentialed Adapted Physical Education Teacher ● Registered/Licensed Occupational Therapist ● Licensed Physical Therapist	$1,000
Speech and Language	Credentialed or Licensed Speech/Language Pathologist	$1200
Visual Acuity and Perception	● Credentialed Teacher of the Visually Impaired ● Credentialed School Nurse ● Vision Specialist ● Credentialed Orientation and Mobility Instructor ● Ophthalmologist/Licensed Optometrist	$1000

Appendixes:
Appendix A: List of Pre-Approved Independent Evaluators
Appendix B: IEE Service Agreement

Appendix A: BMMA IEE Cover Letter

(Insert Date)

Dear [insert parent/guardian name],

RE: Independent Educational Evaluation – (Fill in area(s) to be assessed)

Attached is the current Bella Mente Montessori Academy IEE Policy, as well as our LEA's list of Independent Evaluators who meet criteria to perform the requested evaluations.

It is not required that you choose an assessor from the provided list, as long as your chosen assessor otherwise meet the criteria outlined in the enclosed IEE Policy

Please notify me once you have chosen a qualified evaluator. If you choose an evaluator that does not meet one or more of the specified criteria, please include a written explanation that demonstrates the unique circumstances which justify the waiver of the criteria requirements, for our consideration. Once a mutually approved evaluator is selected, and before the assessment begins, the school will initiate a contract with that evaluator. Once you have made your decision, or if you have any questions, please contact me at (760) 621-8948.

Also enclosed are a copy of your Procedural Safeguards and a Prior Written Notice stating the proposed action of the LEA.

Thank you,

Erin Feeley

Executive Director

Enc: Bella Mente Montessori Academy IEE Policy, List of Independent Evaluators, Procedural Safeguards, Prior Written Notice

Bella Mente Academies

Family Handbook 2025-2026

(760) 621-8948

1737 W. Vista Way Vista, CA 92083

www.bellamentecharter.org
e-mail: info@bellamentecharter.org

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Mission and Values

> *The mission of Bella Mente Academies is to provide students with the opportunity to acquire an education based on a quality curriculum founded on the educational philosophy of Dr. Maria Montessori. We promote an educational atmosphere that encourages socioeconomic diversity. At the end of the academic year, each Bella Mente scholar will be at or above grade level. Scholars will reach their full potential as independent lifelong learners with the skills, knowledge, and values to be compassionate members of a peaceful world. Scholars will have the skills to care for their bodies through healthy eating and living.*

Bella Mente Academies ("BMA") provides a Montessori curriculum, integrated with the common core standards, for students ranging from transitional kindergarten through eighth grade. ***Bella Mente is committed to serving the best interest of the student.*** Parental participation is strongly encouraged and highly valued in terms of the contribution it makes to the child's education and the school community. However, parental involvement is not a requirement for acceptance to, or continued enrollment at BMA.

High academic standards and expectations of achievement, with emphasis on core subjects, are maintained through adherence to these values:

- Creative, passionate, progressive teachers who are committed to the Montessori philosophy
- Responsibility, accountability, and freedom for individual student progress within the academic framework
- Challenges to develop critical reasoning, openness to encourage creativity, and opportunities to facilitate service
- High, unwavering standards of conduct, emphasizing respect for self and others, honesty, responsibility, and courtesy
- Emphasis on collaboration, peer governance, problem-solving, and goal-setting according to developmental readiness
- High parental involvement and collaboration in education and service

Core Beliefs

Dr. Montessori's fundamental goal was to prepare the child for the "real world" and recognized that each student is a unique individual with unique personal, social, and educational needs. As a result, interactions with individual students may be unique in nature. In response to this, BMA

has chosen to adopt a "principles-based" approach to professional conduct and school- wide behavior management. Under such an approach, BMA staff members have met and agreed upon a common set of principles, which shall serve as the basis for all interactions and decisions that may arise within the school community.

Empirical research has shown us that people learn in two ways: Through experience and by modeling. Recognizing that each person comes to our community with a different personality and a different set of life experiences, it is almost impossible to achieve total consistency of beliefs and actions within a staff. As we strive to acknowledge the unique nature of each student and staff member, consistency is achieved when social, academic and professional decisions are handled in a manner consistent with an agreed set of principles. Thus, staff members are encouraged to approach situations and decisions with the understanding that the coaching, counseling, and/or

consequences implemented shall be consistent with the set of values and principles agreed upon by the staff.

The following list of core beliefs outlines the professional attitudes and actions of all staff members of this school:

1. Our professional attitude is a mindset with a core belief that our actions and our words should always maintain the dignity and respect of both child and adult.

2. Adults will model appropriate and respectful behavior for students and will guide students to solve their own problems in any way that does not create a problem for others.

3. Students will be given opportunities to make decisions and live with the consequences, both positive and negative. These experiences shall serve as valuable learning opportunities for our students.

4. Students will be given the opportunity to make decisions about issues that affect themselves. Outcome of choices, including misbehavior, will be handled with natural and/or logical consequences instead of punishment, whenever possible.

5. Outcomes of choices and misbehavior will be viewed as opportunities for individual problem solving and preparation for the real world. Staff acknowledge that misbehaviors are not necessarily a personal attack on school or staff and acknowledge that other underlying personal or emotional issues may need to be considered.

6. In the event a consequence appears to be unfair, students are encouraged to request an opportunity to fully communicate their viewpoints and any additional facts regarding a situation with which they were involved.

7. School problems will be handled by school personnel. Criminal activity will be referred to the proper authorities.

Nondiscrimination Statement

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be found here: https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-modek12.pdf.

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Erin Feeley, Executive Director
Bella Mente Academies
1737 W. Vista Way
Vista, CA
760-621-8931
efeeley@bellamentecharter.org

The lack of English language skills will not be a barrier to admission or participation in the Charter School's programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Academic Program and Overview

Who was Maria Montessori?

Maria Montessori was a doctor, research scientist, and educator from the late 1800s – early 1900s who made observations about how children learn. The Montessori Philosophy of Education is based on Dr. Maria Montessori's observation that children have a natural desire to learn and that stages of development exist for which there should be corresponding educational environments and trained adults who prepare these environments. Children can learn independently in a prepared environment with teachers who guide and serve as the links between the student and the environment. By providing freedom of choice, this enriched learning environment cultivates individuals who learn to make independent decisions and to solve problems creatively. They learn to develop healthy social relationships, to develop skills in concentration, and to master basic academic and life skills. At BMA students are challenged to create, explore and imagine.

Montessori Education provides children with a lifetime gift – the opportunity to fully develop their innate intellectual, physical, social and emotional potential. BMA encourages parents to be an integral part of their child's education by learning about the Montessori philosophy, observing in the classrooms, and volunteering for events in the school. Volunteering in the classroom is not allowed to ensure a prepared and distraction free environment.

Montessori: "A Cosmic Approach to Education"

The Montessori philosophy was originally developed in the early 1900s by Dr. Maria Montessori to enhance a child's opportunities for learning, relevant to the student's relationship to the world around him/her. Over the years, the philosophy has evolved to challenge the whole child's personality and intellect in a variety of multicultural settings. Her teaching system is based on a strong integration of adult to child observation and practical hands- on activities. From her observations, she designed functional learning environments created to support and

enhance a child's innate desire to learn about the world around him/her. Classroom materials offer learning experiences in a clear, concrete manner. Students are encouraged to use motor and intellectual discovery when working with these materials. There is an emphasis on the sequential and orderly acquisition of both motor and cognitive skills. This ordered work method also allows for individualization and usually offers a two to three-year age span within the classroom; enabling students to work and learn at their own pace, as well as in group settings. The integration of varied age spans allows older students to gain confidence by working and role modeling materials with younger students. Collaborative learning and projects completed in groups encourage students to teach and learn with each other. This combination of order and freedom is facilitated by what is called *"the prepared environment"*.

A well-prepared Montessori learning environment is given careful attention, allowing and encouraging the child accessibility to all materials she/he needs in performing and experiencing the step-by-step process of individual work. The classroom is thus arranged in a series of easily accessible shelves designed to accommodate specific work areas. This framework of organization gives accessibility to the necessary learning materials and frees the student to concentrate on the work, allowing an increase in independence and responsibility. This, in turn, decreases the need for direction from the teacher. As a result, children develop internal rather that external referencing. The teacher is also better able to observe the total classroom environment. Within Bella Mente, each classroom follows Montessori's concepts and is carefully designed to provide for the developmental needs of its students.

The areas of the classroom consist of materials to support learning in the core subjects of language arts (reading and writing), mathematics, and geometry while also providing concentrations in the areas of history, geography, and natural sciences (biology: botany, zoology; astronomy, etc.). Cultural subjects such as art, music, second languages and physical education are interwoven. Each class contains materials that teach specific concepts for the particular age range. The materials are designed in a logical sequence of skill acquisition and concept building while reinforcing the development of abstract thinking. In this way, the students observe and experience a movement toward self-set goals. The learning materials initially isolate knowledge to one concept at a time in a concrete manipulative style. Eventually, the child progresses toward an abstract, more divergent level of evaluation.

The Montessori teacher acts as a facilitator of information and is always responsible for what is called "making the match". Through observation and standardized assessments, the teacher assesses the needs and level of each student to guide him/her towards a path to meet his/her individual interests, maturity levels, capabilities and educational needs. As a result of these assessments, teachers can make adjustments in individual learning plans, both academically and behaviorally. The student who is in a period of self-directed activity can be given much freedom regarding choice. All students can work at their own speed and must demonstrate mastery of material before moving on.

BMA offers these prepared classrooms in a variety of age/grade combinations. In the early grades, students receive the foundation of the Montessori curriculum by learning and practicing the cornerstone concepts of:

- Care of Self
- Care of Environment
- Control of Movement, and *very importantly*,

- Grace and Courtesy

The elementary or cosmic approach to learning introduces educational opportunities in a new and exciting light. It is designed to begin with the aspects of impressions. For the first six years of life (first plane of development), the child has absorbed the world around him/her: visually, auditorily, and tactually. Mastery of concrete experiences has taken place. Moving into the second plane of development, we can now begin an adventure of building abstractly on these early concrete experiences.

The following information is an overview of BMA's philosophy for elementary (second plane of development) and middle school (third plane of development) Montessori programs. For this experience to be a successful adventure, it calls for a fully participating and committed team. We look forward to working with your child(ren) and your family and we welcome you as a member of this team dedicated to providing the most optimum learning environment for your child(ren).

Planes of Development

Developmental levels consist of distinct planes with certain characteristics that should be considered in formulating a plan for the child's education. These varying characteristics may be considered from four distinct aspects:

Intellectual Social Emotional Moral

Intellectual: Dr. Montessori identified two sensitive intellectual periods during the second and third planes: Imagination and the understanding of the abstract. Imagination is the great power of this age. This special mental ability enables us to imagine what exists or has existed but cannot be seen because of time or distance. Not only can imagination travel through infinite space but also through infinite time. So, the child aged 6 to 12, and then 12 to 16, uses a creative imagination based on reality in order to psychologically conquer the world.

At these ages, the student's need to assimilate concepts using the concrete Montessori materials is still prevalent, and many appropriate materials are provided. The elementary and middle schoolaged child develops the ability to move from the concrete into abstraction of a concept, based on this repeated opportunity for concrete experience.

Between the ages of 6 to 16 is the period of life during which the elements of all science should be given. This time frame could be called the "sensitive period of culture." In the early years of life, the child takes in her/his immediate environment. After the age of six, the child becomes involved in the greater community, growing into global awareness. In Montessori education the child is able to do this through "Cosmic Education."

The starting point of Cosmic Education is to introduce a vision of the world as a whole. To offer culture in terms of a cosmic vision means to show the intimate and interrelated relationship between things, living nature, and humankind. It also means the ability to understand the cosmic task of each element and of each force in the cosmos, including our human society and each of us as individual members of society.

Social: In the second and third planes, the group beyond the family, the peer group, now attracts the child. Children begin to form a society of their own peers and resist adult control as

far as possible. The basic moral principle in operation during these periods requires a commitment from the individual: The commitment of the individual to the peer group.

Emotional: The child aged 6 to 16 is generally less accommodating to adults. Dr. Montessori explained this developmental change in terms of Nature's logic, whose aim is to arouse in the child not only a hunger for knowledge and understanding but also a claim to mental independence, a desire to distinguish good and evil by one's own power, and to resist limitation by arbitrary authority.

Moral: During the second and third planes, a sensitive period of morality comes to the forefront. A concept of justice is born at this age, together with a growing understanding of the relationship between our acts and the needs of others. Children at these ages will react strongly against anything they regard as unjust or unfair.

According to Dr. Montessori, nature has equipped the children of this age (6-16) with the qualities of loyalty, generosity, a sense of responsibility, a strong sense of justice, admiration for what is outstanding and progressive, and a distaste for trivialities. The children of this age want to become self-sufficient, prove their new independence, and help their neighbor.

One of Montessori's basic principles is that the adult should understand the natural tendencies driving the child at each plane of development and cooperate with those tendencies rather than go against nature.

Basic Academic Areas of BMA's Montessori Educational Program

Montessori education offers a wide variety of academic study for all students, in a way that interrelates each subject to the others, which in turn supports the development of a better-rounded individual. One of the classic components of the Montessori approach is to provide uninterrupted units of work time for the students, to allow them ample opportunity to work through various academic tasks each day. At BMA, breaking the academic day into two distinct parts provides these units of work time: Core academics (Language Arts, Math, and Geometry) are most often presented in the morning, and cultural subjects, such as History, Geography, and Science are usually presented in the afternoon. Practical Life lessons are practiced daily (care of self, care of environment, control of movement, grace and courtesy), and subjects traditionally referred to as cultural in nature (fine art, performing art, second languages, etc.) are interwoven throughout the week.

Core Subjects

Reading and Language are essential for all areas of learning. Children learn phonetically through the use of tactile materials such as sandpaper letters, through auditory repetition and visual identification. Then they progress into reading and working independently through study cards (e.g. Albanesi) that give direction to their individualized program and to their research. Reading and language are integral parts of all cultural lessons.

Writing is used in almost every academic experience. Printing and cursive are developed in the early years, as the child is ready. Later, students develop formal writing and composition skills.

Basic Math facts (counting, addition and subtraction) are stressed as the prerequisite for accomplishing the more-advanced math that follows: fractions, long multiplication and division, powers of numbers, systems of numeration, squaring, and cubing.

Geometry is studied as it assists in the development of a creative capacity in the child. It is the foundation toward the construction of reality. This progression flows naturally from the 3-6 year old experience with sensorial materials.

Cultural Subjects

Subjects such as History, Geography, and Science are referred to as Cultural Lessons and are studied as interrelated aspects of the same world.

History begins with the concept of time and evolves each year through a study of the Fundamental Needs of Humans, the Timeline of Life, and Stages in the Progress of Civilization. *Geography* continues from the preschool period with completed work in maps. Successive work includes a study of landforms and their classified nomenclature in conjunction with the study of the earth as our home. *Geology* continues this study of the earth and its historical relationships.

Science encompasses units of study in areas such as Biology, Astronomy, and Chemistry in the later grades, and is presented in a way that allows the student to explore and observe the world around him/her. *Biology* is initially presented to younger students through dual studies divided between *Botany* and *Zoology*; beginning with Botanical and Zoological Classified Nomenclature. These units of study continue with experiments on vital functions of the plant kingdom and a comparative study of the vital functions of the different phyla and classes of the animal kingdom, progressing into a study of human functions and structure.

Research and Projects

Within the Montessori method, opportunities for study and projects on various levels of thinking are essential. Critical and creative-thinking skills are an integral link to the Montessori Cosmic philosophy and curriculum. Furthering a child's study and understanding of concepts is accomplished by applying their learning in research projects and presentations.

Homework Policy

Homework is not necessarily a traditional component of the Montessori philosophy but is crucial to the success of students at BMA. While students will not be given a burdensome amount of homework, teachers recognize the importance of their students completing follow-up activities in the home to supplement work completed in class. In addition, work which is not completed by the student during traditional in-class work periods will be sent home for the student to complete and return.

BMA teachers have developed their own homework practices that will be shared with parents/guardians during orientation at the beginning of each school year. When there is no assigned homework, we recommend that you encourage your child to read.

Character Education and Peace Education

Teaching Students to Become Contributing Members of Their Society

BMA recognizes that the role of the parent/guardian is paramount in developing civic values and ethical behavior in their children. Montessori curriculum is developed to encourage and support students in the further development of the civic values and ethical behaviors that support them to become responsible and caring citizens, family members, and workers within society. Character education is interwoven throughout the educational program and fosters qualities such as: honesty, respect for self, others and property, morality (understanding what is right, legal and ethical), responsibility, human dignity, empathy, justice, civility, courage, and concern for the common good. BMA encourages all students to participate in community service projects to learn the importance of giving back to their community.

BMA believes in the dignity of all and that everyone, including students, families and staff, should be treated with dignity and respect. There is a great deal of diversity in the families we serve, and we strive to ensure that everyone feels welcome within our schools. Differences are celebrated! As a part of Cosmic Education (a study of each cosmic unit in relation to the whole), Maria Montessori was an advocate of Peace Education: the idea that the study and understanding of different cultures and societies would lead to acceptance and peace between nations. The breadth of the Montessori curriculum is designed to provide students with this exposure to a variety of cultures, societies, and beliefs, and to support students to be good citizens, as well as, progressive and compassionate thinkers and high-level communicators.

In accordance with this aim, BMA will not tolerate behavior by students, families, staff or visitors which is insulting, degrading or stereotyping of any disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in California Penal Code section 422.55.

Animal Dissections

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

Availability of Prospectus

Upon request, the Charter School will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-8. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker ●

  Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

The Montessori Classroom Environment

In Montessori education, the whole child must always be considered. Thus, it is in the best interest of the student that home and school environments are consistent. For positive development of the body, mind, and spirit; the physical, mental, emotional, social, and academic needs of the child must constantly be taken into consideration. At BMA, this is our first priority. To be successful, staff AND parents need to be committed to the following precepts:

- BMA has chosen to implement the philosophy of Dr. Maria Montessori versus a traditional educational approach. Therefore, BMA classrooms and school environment will operate using the concepts and methodology of Montessori.
- BMA believes that children need proactive and positive affirmation regarding self- image and esteem.
- BMA provides guidance in the area of behavior and attitudes; and recognizes that each child has a unique personality, likes and dislikes, values, strengths and challenges. Uniqueness of the child will be honored while providing guidance.
- Each class establishes rules within the first week of the school year. It is the expectation that these rules are set with the understanding that everyone will respect and follow them. This provides the child with the ability to reason and think for her/himself and to experience natural consequences for her/his choices.
- At BMA, children are encouraged to communicate in a respectful, assertive and socially acceptable manner. An atmosphere in which students feel safe to express their differing viewpoints will be provided, as well as guidance with conflict resolution.
- All levels and styles of learning are encouraged. BMA references both Gardner's Multiple Intelligence Theories and Bloom's Taxonomy of Cognitive Thought Process structures to enhance the critical thinking skills of all students.
- Placement, pretests and posttests are conducted in language arts and mathematics. Reading assessments will be conducted for reading readiness.
- At BMA, personal responsibility and accountability is taught and practiced. Guidelines, limits, freedom of choice, and consequences will be made understandable to the students.
- BMA will provide clear and timely communication to families in all areas of the educational program.

TK/Kindergarten Program: (culmination of ages 4 to 6 years)

TK/Kindergarten is the culmination of the early childhood program which addresses the needs of the child during the first plane of development. Within this class, students transition from parallel play to an attitude of cooperative play. During this stage of development, the child gravitates toward a desire to work along with her/his peers. The TK/Kindergarten classroom allows these concepts to develop naturally through the role modeling of the teachers as well as the integration of age levels and interests.

In the TK/Kindergarten environment, the students *explore Montessori materials*. In mathematics, the Golden Bead Material is used to introduce the decimal system and progresses into the four mathematical operations (addition, subtraction, multiplication and division) in a concrete fashion. The Sensorial area concentrates more on geometry that eventually ties in with concepts in math. Language and reading materials guide the child toward recognition of the alphabet both by letter name and phonetically. "Sight words," those words in the English language not phonetically pronounced, are introduced gradually.

Upon mastery of the above foundational tasks, pre-reading and reading skills are integrated with the use of small primer books designed to allow the child to read successfully at their own level. Writing extensions are now integrated to strengthen the interest in reading. D'Nealian style manuscript handwriting is incorporated in all areas of the classroom, both in pre-writing or tracing activities, along with actual experience stories. The students move through writing of lower case letters first, and follow with the upper case, capital letters.

The Practical Life area of the classroom enables the child to extend her/his concentration, coordination, and independence into a stronger sense of order for the future. In Kindergarten, the cultural lessons explore the areas of zoology, botany, geography, history, art and music. Within each area, specific units of study are presented. Physical Education is also explored within a group process, both indoors and out.

Lower Elementary Program: First through Third Grade Levels (ages 6 to 9)

BMA focuses on the aspects of the Cosmic Curriculum of Montessori philosophy. We work toward continuously increasing self-direction and independence of the junior child, age 6-9 years. In achieving these goals, the students gain strong self-concepts and effective roles of direction in selfresponsibility. Our staff believes that to provide an appropriate learning environment for the child, we must encourage opportunities for reflective thinking, problem solving, and critical evaluation. Our environment provides opportunities for creative expression and encourages divergent thinking skills. We can allow and encourage your child's personal rate of learning, and can vary our teaching strategies to accommodate the needs of each individual student.

The curriculum is specifically designed with the elementary child in mind. We integrate the structure of Dr. Montessori's methodology, by using the core subjects of Language Arts, Mathematics, and Geometry, within the Cultural Subjects (including but not limited to: History, Geography, Zoology, and Botany) as our foundation of knowledge. Chromebooks are used to familiarize students with the workings of technology, keyboarding skills, and simple research are available in each classroom. Physical Education is based on California standards and occurs within the school week.

BMA integrates the expectations of the common core standards for this age and developmental stage and has paid careful attention to aligning the Montessori curriculum with state standards across the board. If you would like to view the curriculum for a particular level, please feel free to ask the teacher.

Upper Elementary Program: Fourth through Sixth Grade Levels (ages 9 to 12)

The philosophy of Montessori education is to encourage the student to classify, analyze, and evaluate information based on the introduction of any given academic subject matter from an impressionistic viewpoint. The goal for the student is to take information and apply it to real life experiences. These experiences then create opportunities for critical thinking and logical analysis.

The upper elementary curriculum continues to be specifically designed with the elementary child in mind. Core subjects of Language Arts, Mathematics, and Geometry are integrated throughout the Cultural Subjects (including but not limited to: History, Geography, and Science) as they remain the base for further knowledge and deeper exploration. Computer technology and research skills are taught to enhance the students' academic experience and prepare them for future academic and professional applications. Physical Education is a regular component of the curriculum, as well.

The upper elementary expectations of the common core standards for this age and developmental group serve as a minimum standard, with the Montessori curriculum often

surpassing these minimum standards and offering students personal challenges toward academic excellence.

"Normalization"

Dr. Montessori used the terms "normal" and "normalization" to describe a unique process she observed in child development. When children are allowed freedom in an environment suited to their needs, they blossom. After a period of intense concentration, working with materials that fully engage their interest, children appear to be refreshed and content. Through continued concentrated work at their own academic level, children grow in inner discipline and peace. This progression of self-development and harmony is what Dr. Montessori referred to as the "normalization process". Dr. Montessori cited "normalization" as "the single most important result of our work" ("The Absorbent Mind", by Dr. Maria Montessori, 1949).

At the beginning of each school year, you will hear teachers and other staff members refer to the period of normalization. This is a time when students are acclimating to their new environment, their new teachers, and their new classmates. This is also the time when students will be learning how to use the bulk of new classroom materials and working to establish expectations and order within their classroom peer group. Once students have had a chance to "normalize", parents will begin to observe a very wonderful routine and structure to the daily and weekly classroom activity.

Materials in the Montessori Classroom

BMA has developed a process for carefully reviewing and selecting all of the instructional materials, textbooks, and library books used in our school. Our review process is very important to ensure that your children have the best possible instructional tools and to assure consistency throughout our program.

For the younger students in the Montessori classroom, learning materials are arranged invitingly on low, open shelves. The materials are beautiful and inviting, increasing the child's interest in using them. During specified periods of uninterrupted work time, children may choose from all the lessons that have been demonstrated to them, particularly those that attract their interest, and work with them as long as they hold the child's interest (independence and freedom of choice). When students have finished with each lesson (job), they return it to the shelf from which it came (care of environment and self-responsibility).

Each lesson in a Montessori classroom isolates one specific quality. In this way, the concept that the child is to discover is presented more clearly. Moreover, the materials are self-correcting. When a piece does not fit, or is left over, the child easily perceives the error, thus eliminating the need for adult correction. The child is able to solve problems independently; building self- confidence and analytical thinking skills, and earning the satisfaction that comes from accomplishment.

For the older students, instructional materials are appropriate to their level of learning and a higher level of independent work takes place. New concepts are introduced using the Montessori materials, and as understanding takes place, the students move to abstract work with the concept. Many of the same Montessori materials introduced in the lower grades are utilized once again in the upper elementary classroom, but are used for more complex curriculum.

Movies shown in class

Occasionally educational movies will be shown at school. These movies have been reviewed by staff and are shown specifically for their educational content in conjunction with the relative curriculum. “G” rated non-educational movies may be shown on occasion. Appropriate PG movies will require prior parental permission. No movies rated PG-13, R, X, or NC-17 by the motion picture industry are shown at any grade level.

Instructional Use of the Internet: School Use of Internet Services is a Privilege

BMA recognizes the necessity for students of today to be computer literate, and computers are provided in each classroom for student use. Before students may use the Internet at school, they must have parent/guardian permission on file and meet with their teachers to review school policies regarding Internet use, along with the consequences for not following these policies. Students wishing to use the Internet will sign an agreement to abide by these policies. The policy details what is expected of anyone using the Internet, email services, designing a webpage, researching, or using education programs online. Content filters are installed by BMA to eliminate exposure to undesirable Internet sites.

School Use of Internet Guidelines include:

- Use of the Internet is a privilege.
- Those under 18 may not reveal their last names, addresses, or phone numbers.
- All content on school computers, servers, emails, and drives is subject to periodic review and that by using these resources, the user acknowledges that there is no guarantee of privacy.
- Messages related to or supporting illegal activities will be reported to authorities, and messages are subject to the same restrictions as any material prepared for distribution.
- Transmission or reception of copyrighted material; material protected by trade secret; product advertisement or political lobbying; material that is obscene, libelous, slanderous, gangrelated, incites students and/or staff to create a clear and present danger by promoting unlawful acts on school grounds, violation of school regulations, or disrupts orderly operation of school are prohibited and will result in termination of the user’s Internet privileges. Additionally, the user will be subject to all applicable consequences.
- Acts of vandalism, such as knowingly downloading or uploading computer viruses, will result in termination of the user’s Internet privileges and will subject the user to all applicable consequences, including but not limited to financial restitution from the family to repair/replace damaged equipment and resources.

The Technology Use Agreement signed by students, parents, and teachers may be viewed on the BMA website and the end of this document.

Special Education and Students with Disabilities

BMA desires and is dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEA”), Education Code requirements, and applicable policies and procedures of the SELPA . California law requires public schools, including charter schools, to provide a free appropriate public

education to all students, including those with exceptional needs. Although most students' needs are met through the traditional Montessori curriculum, occasionally supplemental services are needed. BMA may arrange for outside agencies or a neighboring school district to provide these services if they are not available at the BMA campus. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact the Director of Special Education.

Section 504

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director. A copy of the Charter School's Section 504 policies and procedures is available upon request from the Principal or Assistant Principal.

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:
  1. A child who has been removed from their home pursuant to Section **309** of the California Welfare and Institutions Code ("WIC").
  2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).
  3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
  4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
     a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
     b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
     c. The nonminor is participating in a transitional independent living case plan.

5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]
6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.

- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved

with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- *"Newcomer pupil"* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.

- *"Educational Rights Holder" ("ERH")* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.

- *"School of origin"* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

"school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- *"Best interests"* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

- *"Partial coursework satisfactorily completed"* includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

Foster and Mobile Youth Liaison: The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Gladys Espino, Director of Support Services and Child Nutrition Services
1737 W. Vista Way
Vista, CA 92083
760-621-8948
gespino@bellamentecharter.org

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.

2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: The Charter School will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

> For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational recordkeeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School's educational records and student information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the Front Office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the Front Office.

<u>Education of Homeless Children and Youth</u>

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;

3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

School Liaison: The Executive Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Gladys Espino, Director of Support Services and Child Nutrition Services
1737 W. Vista Way
Vista, CA 92083
760-621-8948
gespino@bellamentecharter.org

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by Charter School personnel through outreach and coordination activities with other entities and agencies and through the annual housing questionnaire administered by the Charter School

2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.

3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.

4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.

6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.

7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.

8. Charter School personnel providing services receive professional development and other support.

9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.

10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

School Stability: The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

> For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian[2] in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion

[2] "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the Front Office or can be found online at www.bellamentecharter.org.

Availability of Complete Policy: For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the Front Office.

The Faculty of Bella Mente Academies

The Montessori teacher observes and participates in all classroom activities. The goal of each staff member is to assure that each student's needs are being met from the perspectives of safety, physical and emotional well-being, and academic excellence.

The style of teaching in a Montessori "prepared environment" is quite different from that of the teacher in a traditional classroom, who imparts the same lesson to all the children at the same time. In a Montessori "prepared environment," the teacher's role is more of a guide or facilitator of the many different concurrent learning projects. To do this effectively requires special training to observe each child for signs of readiness, and to select the appropriate material to introduce at the appropriate time.

BMA is committed to the preservation and implementation of Montessori methodology, principles and curriculum within its educational program. All teachers shall hold a California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold, except that flexibility shall be given with regard to teachers of noncore, non-college preparatory courses who were employed at BMA in 20192020. One of the goals of Bella Mente Academies is for all teachers to have both their Montessori and California credentials. When a teacher has only one of these credentials, she/he will enroll in an approved program to obtain the other. In each Primary and Lower Elementary classroom, an instructional assistant will be available to assist the teacher. BMA instructional assistants have knowledge and/or background in early childhood education as well as previous successful experience working with children and have met the criteria set forth in the federal Elementary and Secondary Education Act ("ESEA"), as amended by the Every Student Succeeds Act ("ESSA"). These staff positions are supervised by the lead teacher.

BMA promotes and teaches the concepts and skills of positive discipline through verbal reasoning and conflict resolution. BMA believes that by role modeling these aspects of growth within a consistent program, students will develop a sense of responsibility and a desire to work and learn in a cooperative manner with others.

As a learning environment, BMA is committed to providing faculty with a highly professional environment within which they are safe to grow, to continue their own professional development, and to nurture their own personal love of learning. In keeping with this goal, BMA has designed a comprehensive teacher support program and regularly offers a variety of staff development opportunities throughout the school year.

As a Montessori teacher, preparation of self is equally important to preparation of the environment. All BMA teachers are provided with morning and afternoon preparation time to allow them an opportunity to feel well organized prior to greeting their first student of the day. Staff are encouraged to take a few minutes each morning for self-reflection to allow for proper mental preparation before class begins. Please be respectful of these preparation times by keeping interruptions before school to a minimum. Teachers are always willing to schedule in advance a convenient time to meet with parents/guardians and answer questions or address concerns. Parents/guardians are also encouraged to send in written notes or communicate through the classroom email to which the teacher should respond within one or two school days.

Teacher Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act

("ESSA"), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Executive Director to obtain this information.

Montessori Assessments, Testing, Progress Reports and Report Cards

Assessment in the Montessori classroom is the hourly, daily, and weekly appraisal of student progress at BMA. Early in their educational career at BMA, students learn self-assessment from the prepared environment of self-correcting materials and the examples/modeling provided by the adult teaching staff. Self-assessment, self-reflection and self-correction are important lifelong skills that students acquire from the earliest years in a Montessori environment. Additionally, students also learn from their earliest years that their learning is a partnership with their teachers and parents.

Adults and students establish and agree upon daily, weekly, and monthly goals. Teachers maintain written records of the work presented and mastered, and each child has an individualized "work plan" which is used to guide them through the lessons and academic work required for that week.

At any given time, a Montessori teacher knows precisely where a child is: academically, developmentally, socially and emotionally. With frequent one-on-one interaction and individual, personalized assessment of student work by the classroom teacher, issues and concerns are quickly addressed as they emerge.

BMA teachers conduct assessments for placement in Math. Posttests are conducted to assess student mastery of concepts. Reading assessments are conducted for appropriate reading levels, and additional assessment tools are utilized to determine areas where a student may need reinforcement, as well as to demonstrate a student's academic advancement in any subject area.

In such a highly structured program, parents/guardians are alerted quickly to any concerns throughout the year. Additionally, BMA provides formal documentation of the student's progress two times each year: Progress reports are presented to the parents/guardians at Parent/Teacher Conferences twice each year (in the Fall and the Spring), and end-of-semester reports are sent home in January and June). BMA's grade reports have been carefully designed to give parents/guardians and students a progressive account of the student's academic mastery with the common core standards.

Mastery of concepts at a student's ability level is balanced with information pertaining to the state grade level standards. A student's goal is to attain proficiency/mastery in all subject areas, yet we recognize that some students may require more time to reach this goal. Effort put forth in their lessons at their ability level is also a necessary element in determining a child's progress. Conversely, a student whose abilities are above grade level will be challenged academically, and the assessments will reflect that advanced work.

Through this multi-level approach, performance and progress, not grades, become the focus of assessment and the heart of any discussion about the child.

Annual State Testing

As a public school, BMA shall annually administer required state testing assessments (e.g., the California Assessment of Student Performance and Progress ["CAASPP"]) *for all students in grades 3 through 8.* Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

The process and results of such state measurements can be used as one of many indicators of an individual child's progress from year to year. Seen in this light, state assessments can be useful - to help parents/guardians, teachers and the student develop individual academic work plans.

Each spring BMA participates in the state's official assessment system, the California Assessment of Student Performance and Progress (CAASPP):

- Smarter Balanced English language arts/literacy and mathematics assessments (grades three through eight)
- California Alternate Assessment (CAA)
- California Science Test (CAST)
- CAA for Science
- English Language Proficiency Assessments of California (English Learners)

Testing materials are processed by state specified agencies and individual results are usually available in late summer/early fall. All assessment reports are sent to the school and will be loaded into our student management system, PowerSchool, for parent viewing.

School Records and Student Privacy

Your child's school record is available for your access by making a request to the Front Office. You may request an amendment of your student's education records if you believe that there is an inaccuracy. These records are confidential and unavailable to other outside unauthorized parties. For more information about student records, please see the section below regarding the Educational Records and Student Information within this Handbook.

Special Occasions and Events

Birthdays

Children love to share their birthdays. BMA prefers parents/guardians bring an item such as a book to donate to the classroom library to honor their child's birthday instead of a snack. If a parent/guardian desires to bring a snack, it must follow BMA's Student Food and Beverage Snack List. Please see the section in this Handbook for more information.

School Holidays and Vacation Periods

Please see the BMA school calendar for a schedule of days off and intersession services throughout the year. The calendar is located at www.bellamentecharter.org.

BMA Religious Holiday Policy

BMA recommends that teachers, school officials, parents/guardians, and students, approach this discussion as an opportunity to work cooperatively for the sake of good education rather than at cross-purposes.

BMA's religious holiday policy was developed based on the shared commitment of respect for individual religious beliefs expressed in the constitutional guarantee of religious liberty. This means that BMA neither promotes nor inhibits religious belief or non-belief. Because Montessori classrooms are rich in cultural lessons and materials, BMA takes into account the role of religion in history and cultures.

BMA is aware of the legal issues surrounding the guidelines about the teaching of religion in public schools. Within the current legal framework, BMA, the Board of Directors, administrators, teachers, parents/guardians, and students must make practical decisions regarding religious holidays. We have done this by showing sensitivity to the needs of every student and a

willingness to steer a course between avoidance of all references to religion on one hand and the promotion of religion on the other.

The Supreme Court has ruled that public schools may not sponsor religious practices (*Engel v. Vitale* (1962) 370 U.S. 421; *Abington School District v. Schempp* (1963) 374 U.S. 203) but may teach about religion. While having avoided making a definitive ruling on religious holidays in public schools, the Supreme Court let stand a lower federal court decision starting that recognition of holidays may be constitutional if the purpose is to provide secular instruction about religious traditions rather than to promote the particular religion involved (*Florey v. Sioux Falls School District* (1980) 619 F.2d 1311 (8th Cir.)).

BMA policy allows for the study of religious holidays in our school as opportunities for teaching about religions of various cultures and societies. Such study is to serve the academic goals of educating students about history and cultures, as well as learning about the traditions of particular religions within a pluralistic society.

Teaching about religious holidays will be conducted when natural opportunities arise during the course of the year as students study different cultures and communities. Teachers are alerted to the distinction between teaching about religious holidays, which is permissible, and celebrating religious holidays, which is not. Recognition of and information about holidays may focus on how and when they are celebrated, their origins, histories and generally agreed-upon meanings. Our approach needs to be sensitive, neither promoting nor inhibiting religion. We desire to foster understanding and mutual respect for differences in belief and culture.

Teachers are to avoid asking students to explain their beliefs and customs. An offer to do so should be treated with courtesy and accepted or rejected depending upon educational relevancy. Teachers will not use the study of religious holidays as an opportunity to proselytize or to inject personal religious beliefs into class discussions.

Teachers may use religious symbols as examples of cultural and religious heritage. Religious symbols may be displayed only on a temporary basis as part of the academic program. Students may choose to create artwork with religious symbols, but teachers should not encourage or discourage such creations.

Sacred music may be sung or played as part of the academic study of music. School concerts that present a variety of selections may include religious music. Concerts should avoid programs dominated by religious music, especially when these coincide with a particular religious holiday.

Seasonal activities such as parent/guardian holiday programs are to serve an educational purpose for all of the students. Children should not be made to feel excluded or identified with a religion not their own.

Holiday concerts in December may appropriately include music related to Christmas and Hanukkah, and religious music should not dominate. Dramatic productions should emphasize the cultural aspects of the holidays. Nativity pageants or plays portraying the Hanukkah miracle are not appropriate in the public-school setting.

Students may be excused from classroom discussions or activities related to particular holidays. BMA acknowledges that some holidays considered by many people to be secular (for

example, Halloween and Valentine's Day) are viewed by others to have religious overtones. Excusal requests will be granted for holidays that are marked by classroom parties and similar non- academic activities.

Students may be allowed a reasonable number of excused absences, without penalties, to observe religious events within their traditions. Students may be asked to complete makeup assignments or examinations in conjunction with such absences, please see the Attendance Policy within this Handbook for more information.

Family/School Community Partnership, Parent Participation & Parent Education

BMA strives to partner with parents and guardians to best serve the needs of the children. This is accomplished through parent/guardian education and orientation, frequent and positive communication between staff and families, and regular /guardian involvement.

Parent and Family Engagement Policy

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request in the Front Office.

Parent/Guardian Education and Orientation

BMA provides a variety of parent/guardian education opportunities and events throughout the year. Within the first few weeks of school, an official orientation Sneak Peek and/or Back-toSchool Night will take place. This is a very important evening to provide parents/guardians with information about the curriculum, classroom schedule, field trips, and other pertinent policies.

On-going throughout the school year are volunteer orientation trainings, which focus on preparing parents/guardians for the volunteer opportunities available at the school. This is especially important for new families, but does vary in content each year to encourage all parents/guardians to attend.

Later in the year, teachers may schedule curriculum informational evenings. Information about these events will be provided in the campus calendars and weekly newsletters. At times, BMA will also arrange for educational professionals to provide workshops or presentations for families and teachers.

Parent/Guardian Participation is a BMA Priority

BMA recognizes that parents/guardians are the most important educators in their children's lives. Studies show that children whose parents/guardians are involved in their education perform better in school than children whose parents/guardians are not involved. This

is why we encourage parents/guardians to be active with their children's school at all grade levels.

BMA also encourages parents/guardians to be active with their children's learning at home. *Read to them regularly. Ask them about their day and listen. Enjoy dinners as a family.* Parent/guardian involvement can easily be woven into even today's busy schedules. Parents and guardians are encouraged to schedule visits to their child(ren)'s school.

A variety of service opportunities exist and include: Chaperoning field trips and serving on campus committees to enhance the learning community. Volunteer activities can be done at the campus or at home. Parent/guardian education nights, fundraising, school events, and parent/guardian workdays provide enough additional opportunities to assure a comfortable level of participation. BMA is grateful for the contribution volunteers make on behalf of the school and in the lives of all of our students. We do not allow volunteers in the classroom in an effort to ensure a prepared and distraction-free environment.

It is our goal to work with each family to best meet the needs of the families and school.

Parents/Guardians can offer Special Units of Study: an Important Part of our Montessori Curriculum

If parents/guardians, relatives, or family friends have special talents or training, please let us know so that we may schedule some time for you to participate in the appropriate curriculum unit.

Students often enjoy the opportunity to share their special adults with their classmates.

Student Safety: Livescan Fingerprinting and TB Tests

Student safety is a priority at BMA. In an effort to provide the highest level of safety for our students, all BMA staff, contractors and volunteers who interact with students are required to successfully complete an electronic fingerprinting process known as a "livescan" report through the Department of Justice. Volunteers who are in frequent or prolonged contact with students are required to undergo a tuberculosis risk assessment, and, if tuberculosis risk factors are identified, the person must be examined and found to be free of infectious tuberculosis. These two requirements must be on file with the school office prior to commencing work/volunteering at any BMA campus. Visitors who wish to come on campus to observe a class, for example, are not obligated to fulfill these requirements, but must be under the direct supervision of a school employee at all times.

The livescan report by the Department of Justice (DOJ) looks for the same things all our employees are checked for – convictions for drug crimes, sexual crimes, violent felonies and DUI crimes.

Livescan reports can be initiated at various LiveScan locations or directly at the Department of Justice and usually take three (3) to five (5) days or longer to generate a report to the school.

Because the Department of Justice has not yet developed a process for cross reporting, all parents/guardians must obtain a livescan clearance specifically for BMA regardless of whether

the parent/guardians has previously received clearance through an employer or another organization.

Tuberculosis is an airborne disease, which means it can be passed from one person to another simply by sharing the same air. TB tests can be obtained through your private healthcare provider, healthcare clinic (i.e. Doctors on Duty), or through the county department of health. For those with a positive TB test, a chest x-ray is required prior to clearance.

A clear livescan report and TB test result must be on file with the school office PRIOR to the first time a parent/guardian volunteers in any role where he/she is in direct contact with students. This includes participation in school-sponsored field trips.

Working from home or serving on parent/guardian committees does not require these clearance checks.

Parent/Guardian Participation on Field Trips

Parent/guardian participation plays a key role in the success of field trips, and parents/guardians are asked to assist with chaperoning. All adults attending field trips must fulfill screenings to ensure the safety of the children. **Please note that any adult without these clearances may not attend the field trip, including other adult family members.** Adult chaperones must have on file in the campus office:

- Cleared livescan fingerprint report from the Department of Justice for Bella Mente Montessori Academy (to be completed only once)
- Cleared TB test result (required every four years) or the annual the TB Risk Assessment form completed by a healthcare provider.

- Attendance at an in-person training and completion of required training videos

- Volunteers assisting in an overnight field trip setting must have both DOJ and FBI fingerprint clearance through Livescan

Bella Mente Academies Welcomes Parents to Observe our Classrooms and Daily Activities

Any time you would like to observe the daily activity at our school, please feel free to schedule a time with your child's teacher. While it is standard procedure to advocate an "*Open Door Policy,"* we also want to be sure to limit the amount of potential interruptions and distractions each day. Contacting your child's teacher to schedule an observation in advance will help alleviate scheduling conflicts. The only exception is the first month of school: *No observations will be permitted to allow for students to adjust to their new setting without interruption.*

Parents/guardians are also reminded that an appointment for a classroom observation is just that: a time for you to observe your child's class and make any notes regarding questions that may arise.

Observers should be courteous and quiet guests during the entire observation period. Observers must refrain from student interaction and must save discussions with the teacher until

she/he is relieved of her/his student supervision duties. Additionally, parents should remain aware of the length of the observation period and keep it to a reasonable length of time, usually 20-25 minutes, or less. Parents guardians should be aware they must make an appointment to observe in a classroom. Walk-ins are generally not permitted as they are a disruption to the students' working environment. While observing, parents/guardians must adhere to policies regarding student confidentiality. Parents/guardians shall not talk about any student to another student, parent/guardian or other third party. Breach of this policy is a breach of confidentiality and will jeopardize the parent/guardian's opportunities for further classroom observation or participation. Policies for observations have been developed to assure a positive experience for all parties. Upon check-in at the front office, observers will be provided with a set of rules to follow while in the classroom setting. Observers who choose to ignore these policies will be asked to end their observation immediately.

Visitors are required to provide a government issued ID at the Front Desk. This will allow each visitor to be vetted through the Department of Justice sexual offender database. Visitors on campus who have not been cleared previously as a volunteer must be escorted by a BMA staff member while in the school building. All visitors on campus shall be issued a visitor's pass to be worn in a visible location on the upper portion of the visitor's body to allow ready identification to staff that the visitor has been cleared to be on campus.

Child Custody

BMA follows child custody decisions made by the courts. In order to do this, the family must provide court stamped copies of all relative legal documents to the school. It is not BMA's responsibility to obtain these documents. School staff cannot modify or make exceptions to court orders. If a child custody arrangement has changed, a parent or guardian must provide copies of the applicable legal documents to the school, stamped by the court. If any dispute arises at school regarding visitation or child custody, BMA staff will call the local authorities to resolve the situation. BMA requests that separating and divorced parents place their child's wellbeing as their number one consideration. When divorce occurs, families are still co-parenting and the child(ren)'s welfare must come first. BMA wishes to support families as much as possible in achieving positive implementation of this goal. BMA will not provide letters of support or other documentation that is not already included within the student's cumulative file unless subpoenaed.

Tobacco Use and Vaping

BMA is a tobacco, e-cigarette, vape-free, and drug-free environment. Smoking/Vaping and use of any tobacco and other products are prohibited at all times on school campus and surrounding areas, including outdoor areas. Smoking of any substance/Vaping is also prohibited during school functions and field trips off site, regardless if smoking/vaping is permitted in that particular environment.

Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. The Charter School provides instructional programs designed to discourage students from using tobacco products.

The Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from the Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Executive Director or designee shall inform students, parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

Parent Communications at BMA

Parent-Teacher Conferences

BMA identifies parents and teachers as two integral parts of the student's academic success team. As such, BMA encourages parents and teachers to stay in close communication regarding each student's progress toward subject mastery. In addition to informal discussions and communications throughout the year, BMA offers formal opportunities each school year for parents and teachers to meet individually to discuss the child's progress. These parent-teacher conference periods are scheduled at two specific intermittent periods: in the fall to provide an overview of the goals and objectives of the child's academic plan for the year, and toward the end of the school year to provide a final update on the child's progress toward subject mastery before moving on to the next level.

Weekly Newsletters and Updates

Each week, BMA will publish email newsletter updates to include information regarding special projects and events, holiday activities, field trips, fundraising, and various other informational items of interest to our BMA families. Campus newsletters are emailed. Look for these updates and read them to keep informed of important school information.

Team Newsletters and Updates

Each teaching team composes their own lessons and newsletter information. This information will be published at regular intervals and is another way for you to stay informed about your child's education. As you read through the information, please let your child's teacher

know if there are any areas you are knowledgeable in and wish to share. We also encourage you to share this newsletter with your child.

Parents/Guardians are Vital to Every Child's Success: Developing a Plan of Support for Your Child

BMA recognizes that parents are vital to every child's academic success. The following points are offered to assist you in developing a plan of support for your child:

- Schedule an appointment to visit your child's school; you are a welcomed visitor!
- Make sure that your child gets enough sleep, eats a healthy breakfast every day, brings a healthy lunch if they are not participating in BMA's free breakfast and lunch program, and snacks for school, wears appropriate clothing for the weather, and arrives at school on time and ready to learn.
- Read to your child every day, or encourage your child to read independently.
- Insist that your child treat him/herself, other students, teachers and staff with respect and obey home and school rules.
- Call your child's teacher or the school office, write a note, or email the teacher at her/his email address when you have a question, a compliment, or a concern.
- Volunteer your time. Many volunteer tasks can be done at home.
- Attend parent-teacher conferences to discuss your child's progress and any challenges he/she may be encountering.
- Carefully review your child's report cards, school newsletters, and other information from school.
- Participate in school activities. Encourage your child to do the same. These activities and events have been planned to provide families with the opportunity to participate in the school community and enhance relationships between students, parents, and school staff.

School Evaluations

Each year BMA will conduct surveys of parents/guardians and staff regarding their perception of the school/teachers and program. We invite you to provide us with feedback to help us continually improve. The results of these surveys will be shared with the Executive Director, Principal, the BMA Governing Board, and staff, and will be used to effectively implement positive program change. Many of our best ideas have come from parents/guardians and staff!!

California Healthy Kids Survey

The Charter School may administer the California Healthy Kids Survey ("CHKS") to students at grades five, and seven whose parent or guardian provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Surveys About Personal Beliefs

Unless the student's parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or

the student's parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A nonminor student or a student's parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

Guidelines for Arrivals & Departures

Due to traffic and facility configurations, BMA has a specific drop-off and pick-up procedure. This will be explained during parent orientation, Open House, and/or Back-to-School Night.

In general, parents/guardians should plan to drop off their children at the designated location, and provide a warm, affectionate goodbye. Extending the drop-off procedure on a regular basis can create separation problems and can take away the child's opportunity to establish healthy patterns of self-confidence and responsibility. As noted in the Academic Overview portion of this handbook, students are encouraged to develop self-reliance and positive esteem. These characteristics are best developed and practiced through effective care of self and care of the environment. Once students have worked through the initial "First Day of School" experience, students are very capable of getting themselves settled in and ready for the academic day without the help of mom or dad. ***Parents will not be allowed to walk students into class (even the first week).***

Likewise, parents/guardians should plan to pick up their students at the end of the day in the same designated location to alleviate traffic and campus congestion.

If you have a need to come on to the campus during the school day, please be sure to park in only the designated parent/guardian/guest parking areas. Parking for people with disabilities (and displaying a proper permit) is available near the school entrance.

As explained in the Academic Overview, students are provided with uninterrupted units of time to support their ability to concentrate on the lessons of the day.

Forgotten homework, lunches, etc., may be delivered to the school office.

For a detailed discussion regarding tardies and early pick-ups, please refer to the section on Attendance Policies. For purposes of this section, students arriving at school late or departing early must be cleared through the school office. When late to school, parents/guardians should plan to: ● Accompany their child(ren) into the school office

- Sign them in using the designated office log book
- Assist each child in obtaining a tardy slip from an office staff member
- To keep disruption to a minimum, you are not permitted to enter the classroom with your child as long as she/he has the tardy slip to give to the teacher.

If your child is frequently tardy to school, consequences may be given and a family meeting may be scheduled with the Principal to discuss a plan of action that will correct this problem. Children arriving late are often self-conscious and feel uncomfortable entering the room. It also affects their ability to settle into the business of learning when they are in this emotional state. The class often takes care of a variety of business and/or begins quiet activities at this time. Students arriving late create an unwelcome disruption to the rest of the class. Please support your child to be on time. This is a life skill which will be of great benefit as the child gets older.

In the Montessori classroom, a great amount of learning happens at all times of the day, including the afternoon hours. Afternoon lessons are filled with all the cultural activities of history, science, art, etc., and incorporate practice of core academic subject material as well. BMA stresses the importance of the afternoon curriculum. Parents/guardians need to understand this importance and respect the need for the student to attend school for the entire day.

When an early pickup from school is necessary and unavoidable, parents/guardians should plan to:

- Contact the teacher in advance of the early pick up so that staff can assist the child and the class to prepare for the interruption and transition.
- At the time of pickup, parent/guardian must check in at the school office and sign the student out in the designated office log book.
- The office staff will facilitate getting the student from class for you while you wait in the office. Adult visitors are not permitted to be unattended on the campus. ● Leave as quietly as possible.

Safety of our students is a priority at all times. During enrollment/registration, parents/guardians may provide names of any adults who will be able to pick up their student during school hours. Other arrangements may be agreed upon on a case by case basis.

If there is an occasion where someone other than the parent/guardian is picking up your child from school, please contact the office by telephone and with a written note or email.

Due to custodial agreements, and for every child's safety, it is vital that we have the appropriate, complete, and most up-to-date information regarding who is authorized to transport your child(ren).

Children attending before and after school programs are required to sign their student in and out with the designated program.

Separation: TK/ Kindergarten/First Grade Students and Parents

Sometimes it is difficult for both parent and young child to adjust during the first few days of school. If you anticipate tears or other expressions, we offer a few suggestions based on our experiences.

- ***Please bring your child by the campus for a visit prior to the first day of school.*** Providing a visual reference to the place where the child will be spending his/her day can sometimes make a world of difference!
- Make sure that your child knows when school is over and who is picking her/him up. This reenforces the abstract concept that you WILL be returning to pick him/her up at the end of the day.
- Express your own happiness about school. Give the child something to focus on during your absence (e.g. "I'm really looking forward to hearing the names of your new friends ... can you try to remember some of them for me?")
- Encourage a hug and kiss, etc. and **promptly** leave. ***Try to avoid struggles by remaining with the student!*** The child will usually engage in an activity within five minutes of your departure.

You are invited to call us to assure yourself that she/he is doing all right.

School Hours and Extended Day Programs

BMA adheres to and usually exceeds the state's required number of instructional minutes. The school day is between 8:15 and 3:10 for Lower Elementary, Upper Elementary, and Middle School Tuesday-Friday and 9:15-3:10 on Mondays. The school day for Transitional Kindergarten and Kindergarten students is 8:30-2:45 Tuesday-Friday and 9:30-2:45 on Mondays.

BMA offers a before and after school care program and enrichment program through the Boys Club Girls Club to provide care options for our BMA families. Informational fliers are available from the Front Office.

Calendar

BMA has a school calendar which adheres to the number of instructional days required by the state. School starts in August and ends in June, with fall, winter, and spring breaks. The school calendar is established and approved on an annual basis by the BMA Governing Board of Directors and is subject to change and is located at www.bellementecharter.org.

Montessori Attire / Dress Code

Montessori education is concerned with the inner development of the child's mental, emotional, physical and spiritual being. As such, we seek to limit undue focus of attention on external appearances. After much discussion about the relative values of a dress code and individual freedom, BMA has adopted the following Dress Code. Please contact our front office for details.

Dress Code Policy

Tops

Expectations

Light blue or navy collared polo ***with BMA*** or ***BMA*** logo (short or long sleeve).

Outdoor jackets must be ***navy. No other colors allowed.***

Navy pull-over sweatshirt or navy zip-up jackets ***with BMA*** or ***BMA*** logo may be worn inside.

BMA t-shirts may be worn during Friday School Spirit Days.

- *Undershirts or turtlenecks worn under the polo must be plain white, khaki, navy, or black (no graphics or other designs).*

NOT Acceptable

- Shirts one size ***larger*** than the student's body size.
- Modifications to shirts such as, ***but not limited to***, pinning, rolling, knotting or any other modifications.
- Undershirts or turtlenecks may not have hoods.

Bottoms

Acceptable

- Khaki or navy skorts, shorts, jumpers, and pants.
- **Jeans may be worn ONLY on assigned School Spirit Days, and must accompany a shirt or outfit that fits the Spirit Day theme.**
- *Leggings worn under skorts or shorts must be plain white, khaki, navy, or black (no graphics or other designs).*

NOT Acceptable

- Bottoms must fit properly, be worn at the waist, and not altered or modified in any way.
- Bottoms that are too large (saggy/baggy) or too tight (skinny) are not allowed.
- Shorts and skorts must be 2" above the knee or longer (shorts must also not be more than 2" below the knee) and may not be form-fitting. They must fit properly.
- No cargo pants or pants with side-leg pockets.
- No distressed or altered jeans of any kind.

Shoes

Expectations

- Shoes must have closed toes.
- Shoes should be chosen with discretion.

*Athletic shoes are ***highly*** recommended during PE days*

NOT Acceptable

- Boots, house shoes, heels, sandals, "Crocs," or slippers.
- Shoes with offensive logos.
- Heelies or platform shoes.
- Shoes that can be a distraction to others (i.e. shoes with lights).

Accessories & Grooming

Expectations

- Belts without offensive logos or design.
- Hats with the BMA provided logo may be worn outdoors**. <u>BMA hats are the only hats</u> <u>allowed to be worn on campus.</u>**
- Headgear worn for religious purposes is permitted indoors and outdoors at all times.

Please write student's name on inside tag

NOT Acceptable

- Hats may not be worn indoors.
- Accessories, such as backpacks or notebooks with writing, pictures or any other insignia which are crude, vulgar, profane, provocative, or sexually suggestive are prohibited. Neither may they advocate racial, ethnic or religious prejudice or the use of drugs or alcohol.

BMA is in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school.

Discipline and Behavioral Guidelines

The Montessori philosophy and educational model emphasizes respect for all individuals which is a key component in building a strong school community. Adults serve as models in the way they address the children. Lessons of "Grace and Courtesy" begin at the earliest grades, and students have the opportunity to learn peaceful ways to work through their conflicts. When issues and misbehaviors do occur, a positive discipline approach, based on respectful, relevant, and related consequences, is utilized.

The BMA staff is trained in positive discipline. The classroom strategies include Peace Education, with an emphasis on personal peace and tolerance of others' differences. Conflict resolution tools, such as the Peace Table, as well as Peer Mediation techniques and Restorative Justice assist the children in learning these important life skills.

Students are presented with lessons, which include scenarios for all areas of the school, discussing the reasons for safety, respect, and responsibility in those locations. Positive reinforcement is stressed, and students are "caught" following the rules and guidelines.

Generally, once a child has completed a designated amount of work, they are invited to return to their own classroom.

Communicating with parents/guardians is an important element in building a team of staff and families. Phone calls and written notes or reports sent home are ways the school can keep parents/guardians informed about how their child is doing in the school environment. When necessary, parent/teacher conferences and meetings with the administrator will be scheduled to assist teachers and parents/guardians in finding the most beneficial ways to support a student's success at school.

Student Discipline Procedures

BMA staff will enforce disciplinary rules and procedures fairly and consistently. Discipline may include the counseling of students, conferencing with parents/guardians, detention during or after school hours, suspension, and expulsion.

When a student is observed not following a rule, the student is asked if they know the rule and is then redirected to show the appropriate behavior. Only when a child repeatedly misbehaves are they referred to the school office and parents/guardians contacted. Data is collected to determine if further training is necessary for all of the students when issues occur often and by numerous students. The emphasis is on training and positive reinforcement for the desired behavior, as opposed to a punitive approach.

Physical violence will result in an immediate office referral. Parents/guardians will be notified and informed of any school-based consequences and/or if referral has been made to law enforcement. Students disrupting their classroom may be temporarily removed to reset/to do work in another room or in the office. Generally, once a child has completed a designated amount of work, they are invited to return to their own classroom.

Communicating with parents/guardians is an important element in building a team of staff and families. Phone calls and written notes or reports sent home are ways the school can keep parents/guardians informed about how their child is doing in the school environment. When necessary, parent/teacher conferences and meetings with the administrator will be scheduled to assist teachers and parents/guardians in finding the most beneficial ways to support a student's success at school.

When behavior that is unacceptable occurs, the following steps will be taken:

- For minor incidents and with younger students, staff will provide opportunities for re-direction and a chance to "try again."

- Repeated offenses may initiate a progressive system of Student Success Team (SST) meetings starting with a conference between the parents/guardians and teachers. At this meeting, an Action Plan is developed.

- Teachers, administrators, or designees may utilize discretion when determining the consequences. Consequences vary based on severity/circumstances of the violation**.**

Should the behavior(s) continue, a SST meeting may be scheduled with a campus administrator, the teacher(s), and the parents/guardians. Other school staff and family members may also be included if deemed appropriate. In the SST process, the team identifies concerns, works together on solutions, and creates an action plan. It is customary for follow-up meetings to take place to discuss progress or the need for additional interventions.

Serious incidents will lead to an immediate referral to a campus administrator. Parents/guardians will be notified by phone or in writing.

Serious infractions will result in one or more days of suspension from school if applicable (refer to the Suspension Policy at the end of this Handbook).

Corporal punishment will never be used as a disciplinary measure. Corporal punishment does not include the use of reasonable force to protect students, staff, or school property.

Parents/guardians will be notified in writing or by phone following any disciplinary action taken in response to a student's misconduct. A follow-up parent conference with the

teacher or administrator may be required. Parents/guardians may also request a meeting to discuss the incident and disciplinary action.

BMA maintains a comprehensive suspension and expulsion policy in order to promote learning and protect the safety and wellbeing of all students. A student may be suspended or expelled for misconduct as specified below while on the school grounds, coming and going to school, or at a school-related activity. These policies are developed to conform to applicable state and federal law regarding students with exceptional needs. Please see the Suspension and Expulsion Policy and Procedures in this Handbook.

An administrator may suspend students who fail to comply with BMA discipline policies at any time in accordance with the Suspension and Expulsion Policy. Students who fail to comply with this policy or who present an immediate threat to the health and/or safety of others may be suspended pending a recommendation for expulsion to the BMA Governing Board by the Executive Director.

Prior to expulsion, students will be provided progressive discipline unless the student's conduct presents an immediate threat to the health or safety of others. BMA will notify the chartering authorizer of any expulsions and will include suspension and expulsion data in its annual performance report to the sponsoring school district.

Student Intervention/Action Plan

A student who, at the end of a grading period is performing below the minimum standard of grade level expectations academically or has not met the behavior or attendance expectations of Bella Mente may be placed on an Action Plan developed during the SST meeting process. A meeting may be held with the student, parent(s)/guardian(s), teacher and/or administration. During this meeting, a written plan of action will be determined to support the student engaging expectations and commitments from school, student, and parent.

A student who fails to implement or violates the agreed-upon action plan for behavior will receive a Notice of Non-Compliance. Continued non-compliance may result in a recommendation for involuntary removal in accordance with BMA's involuntary removal process. Students who fail to improve academically may be recommended for an assessment for special education or an alternative placement to ensure the student's academic and social emotional needs are met.

Student Intervention/Action Plan Policy

Student Non-Compliance and Involuntary Removal Procedures: Satisfactory attendance and behavior are required for continued enrollment in BMA. Behavioral expectations and policies are outlined in this handbook. Each student and parent/guardian is responsible to review and understand the information presented herein. Administration is available to provide additional clarification of the Handbook upon request.

Classroom policies are distributed by individual teachers to the student/parent/guardian at the beginning of each school year. Such policies align with the BMA charter, policies, and

procedures outlined in this Handbook and the Bella Mente Board-adopted policies, procedures, and regulations.

Administration regularly monitors individual student attendance, behavior, and academic standing. **A student's failure to maintain compliance with academic and/or behavioral expectations may result in the implementation of the following intervention strategies**:

- Administrator, teacher, designee, and/or counselor meets with the student and creates an *Action Plan* (for Academics and Behavior) that documents concerns and indicates methods of resolution to address the student's needs. The *Action Plan* will be provided to the student, parent(s)/guardian(s), and teacher(s).

- Should those concerns outlined in the Action Plan (for Academics and Behavior) continue, and the student fails to follow through on expectations, a *First Letter of Non-compliance* is sent to the parent/guardian and an SST meeting is convened to discuss additional interventions and supports. For behavioral violations, consequences may also be imposed.

- If the non-compliant status continues or recurs, a *Second Letter of Non-Compliance* is sent to parent/guardian. For behavioral violations, consequences may be imposed and/or a parent conference may be held with administration. For students who continue to struggle in maintaining their academic standing, BMA will convene another SST meeting, an Individualized Education Program ("IEP"), or Section 504 Plan meeting, as applicable to determine what additional supports and/or services the student may need to be successful. The student is also placed on Probation.*

*A student who receives the *Second Letter of Non-Compliance* will be placed on Probation and may lose privileges of participating in co- and extracurricular activities including, but not limited to, athletics, school activities, field trips, dances, and other before, during, and after-school events. Students placed on Attendance, Behavior, or Academic `Probation remain on Probation at the discretion of administration. Prior to excluding a student from a co-curricular activity, such as a school activity or a field trip, BMA will convene an SST, IEP, or Section 504 team meeting to discuss the student's exclusion and alternative, comparable educational activity if the student is excluded.

Students who violate the Suspension and Expulsion Policy may be subject to expulsion.

A decision to involuntarily remove or expel a student from BMA will result in a formal notification of the involuntary removal or expulsion Additionally, the parent/guardian will be informed of California's compulsory attendance laws and rights of appeal (See "**Grounds for Suspension, Involuntary Dismissal, and Expulsion of Students"**). Should the Hearing Officer uphold BMA's recommendation for expulsion, the student will be referred back to the student's school district of residence and is subject to the policies of that district regarding student placement.

Weapons and Dangerous Substances:

Due to concerns for safety, weapons of any kind may not be brought to school; this includes the parking lots and surrounding areas of the school. We are required by law to take immediate and strong action should a child bring weapons to school. This consists of, but is not limited to, all knives, including pocket knives, daggers and martial art weapons, air guns, replica guns, ammunition, incendiary devices, and fireworks. Parents/guardians are asked to discuss this with their children in an age-appropriate manner to help them understand the seriousness of these items.

Parents/guardians are ultimately responsible for their child bringing such items to school and will be called immediately to pick up their child should he/she be discovered to have a dangerous object. School officials have the right to search student backpacks, lockers, or other containers if the possession of a weapon or dangerous substance is reasonably suspected. Please see the Campus Search and Seizure notice below.

Additionally, possession or use of alcohol, drugs, and tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel, and other paraphernalia related to tobacco and/or its use; possession or use of Electronic Nicotine Delivery Systems (ENDS), such as e-cigarettes, e-hookahs, vape, and other vapor-emitting devices will result in immediate suspension, and/or Expulsion and possible referral to law enforcement.

Campus Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any *situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device.* If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.
The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

Sexual Harassment

The BMA Governing Board prohibits sexual harassment of or by any individual. Teachers should discuss the policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment.

The Board expects all individuals on campus or who are participating in a BMA educational activity to immediately report incidents of sexual harassment to the Title IX Coordinator or notify an adult staff member including, teacher, counselor, or an administrator who will report it to the Title IX Coordinator. Please see the complete policy Title IX Policy Prohibiting Discrimination on the Basis of Sex in this Handbook's Appendices and on the BMA website. No individual will suffer reprisals from reporting incidents of sexual harassment or making any complaint. If a student is found to have committed or attempted to commit sexual assault, they will be recommended for expulsion.

Lost or Damaged School Property

If a student willfully damages the Charter School's property or the personal property of a Charter

School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades and transcripts until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and transcripts will be released.

Threat of Harm

All threats will be taken seriously. Students are not to threaten, bait, harass, or intimidate other students. Subject to administrative discretion, in addition to parental/guardian notification, possible consequences that may be imposed for issuing a threat include suspension, noncompliance action, and/or expulsion. In such cases, notification to law enforcement agencies leading to discussion with the student committing the act and/or possible arrest and prosecution for disorderly conduct or criminal mischief may be made.

BMA is committed to providing a safe and orderly learning environment. In keeping with that commitment, the BMA Board adopted a policy to deal with threats in a serious manner. The types of behavior that will be considered threatening include:

• Stating that one has a weapon or bomb in his or her possession at school

• Stating that one plans to bring a weapon or bomb to school

• Stating that one plans to cause physical harm to a student or staff member

• Making a false statement that there is a bomb or other destructive device at school

In such cases, in addition to parent/guardian notification, possible consequences that may be imposed for issuing a threat include suspension, non-compliance action, and/or expulsion. In such cases, notification to law enforcement agencies leading to discussion with the student committing the act and/or possible arrest and prosecution for disorderly conduct or criminal mischief may be made.

In addition to having a right to feel safe at BMA, everyone also has a responsibility to contribute to keeping the school safe. These responsibilities include:

1. Reporting any knowledge of possession of weapons, or a person's plans to engage in actions that would cause physical injury or death
2. Never fabricating a report as a joke or to cause problems with another student.
3. Avoiding promising other students that a secret will be kept in regards with anything related to physical safety

Behavior Matrix

The following chart is a guideline for most disciplinary situations. This list of offenses and potential consequences is not all-inclusive. The teacher, administrator, or designee may utilize discretion when determining the final consequence. Consequences may vary based on severity and circumstances of the violation. Additional behavior interventions may be provided if necessary.

Offenses of disciplinary violations pursuant to the Suspension and Expulsion Policy and Procedures may result in an immediate Suspension or Expulsion

Violation	1st Offense	2nd Offense	3rd Offense	Repeat Offenses
Academic Dishonesty	Redo assignment Parent/guardian contact Unsatisfactory citizenship on grade report Detention	Zero on assignment Teacher/parent/ guardian conference STOP* Notice of noncompliance Unsatisfactory citizenship on grade report	Zero on assignment Admin conference STOP* Notice of noncompliance Unsatisfactory citizenship on grade report	Zero on assignment Admin conference STOP* Notice of noncompliance Unsatisfactory citizenship on grade report Student Support Team Referral/ Behavior Support Plan

Class Disruption	Warning/ Break Detention Parent/guardian contact Administrator or designee referral	Detention Parent/guardian contact Administrator or designee referral STOP*	Detention Parent/guardian contact Administrator or designee referral STOP*	Administrator or designee referral Parent Contact STOP* Student Support Team Referral/ Behavior Support Plan
Defiance/ Refusal	Warning/ Break Detention Parent/guardian contact Administrator or designee referral STOP*	Detention Parent/guardian contact Administrator or designee referral STOP*	Detention Parent/guardian contact Administrator or designee referral STOP*	Administrator or designee referral Parent Contact STOP* Student Support Team Referral/ Behavior Support Plan
Inappropriate Physical Act/ Horseplay	Warning / Break Restitution Detention Parent contact Administrator or designee referral STOP* Suspension	Restitution Detention Parent contact Administrator or designee referral STOP* Suspension	Restitution Detention Parent contact Administrator or designee referral STOP* Suspension	Restitution Administrator or designee referral Parent Contact STOP* Student Support Team Referral/ Behavior Support Plan Suspension
Dress Code Violation	Send to Office to change/fix clothing Parent contact to bring proper clothes	Send to Office to change/fix clothing Parent contact to bring proper clothes	UE/MS - Detention Parent Contact	Parent/guardian Conference
Hat/headgear/ item Violation; chewing gum	Warning Remove item/ dispose of gum	Item confiscation by Staff; dispose of gum Parent/guardian pick up item after school	Item confiscation to Administration/ dispose of gum Detention Parent/guardian pick up item after school	Item confiscation to Administration/ dispose of gum Detention Parent/guardian pick up after school STOP*
Cell Phone/Personal Devices Violation	Warning Confiscation to teacher Parent/guardian contact Student pick up after school	Confiscation to Office Parent/guardian pick up after school	Confiscation to Office Parent/guardian pick up after school Detention	Confiscation to Office Parent/guardian conference for pick up Detention

No show to Detention (Recess/After School)	Detention reassigned plus additional detention assigned Parent/guardian contact	Detention reassigned plus additional detention assigned Parent/guardian conference	STOP*	STOP* Student Support Team Referral/ Behavior Support Plan
Tardy to class / Inappropriate location	Warning	Warning Parent/guardian contact	Detention Parent/guardian contact	STOP* Student Support Team Referral/ Behavior Support Plan
Class cut	Warning Parent/guardian Contact	Detention Parent/guardian Contact	STOP* Parent/guardian Conference	STOP* Parent Conference Student Support Team Referral/ Behavior Support Plan
Inappropriate Use of Technology or School Equipment	Warning Loss of equipment use for time Restitution Parent Contact Detention	STOP* Student Support Team Referral/ Behavior Support Plan Suspension, if applicable Payment of Damages Police Contact, if applicable Recommended for Expulsion, if applicable	STOP* Student Support Team Referral/ Behavior Support Plan Suspension, if applicable Payment of Damages Police Contact, if applicable Recommended for Expulsion, if applicable	STOP* Student Support Team Referral/ Behavior Support Plan Suspension, if applicable Payment of Damages Police Contact, if applicable Recommended for Expulsion, if applicable
Bullying/ Profanity/ Vulgarity/ **Hate Speech**	Warning Restitution Parent contact Detention	Parent Contact Restitution Detention	STOP* Student Support Team Referral/ Behavior Support Plan	Suspension Notice of Dismissal Recommendation for Expulsion, if applicable

Possession or use of alcohol/drugs/drug paraphernalia, vape pen, or tobacco	Parent Contact Confiscation Counseling Police Contact STOP* Suspension Recommended for Expulsion	Same	Same	Same
Furnishing or selling alcohol/drugs/drug paraphernalia	Parent Contact Confiscation Counseling Police Contact STOP* Suspension Recommended for Expulsion	Same	Same	Same
Theft	Parent Contact Administrator or designee conference Detention STOP* Suspension if applicable Restitution Recommendation for Expulsion, if applicable	Same	Same	Same
Vandalism/ Destruction of Property	Restitution Parent/guardian Contact Police Contact Detention STOP* Suspension, if applicable Recommendation for Expulsion, if applicable	Same	Same	Same
Weapons/Explosives	Confiscation Parent/guardian Contact Police Contact Suspension Recommendation for Expulsion	Same	Same	Same

Fighting/Mutual Combat	Restitution STOP* Suspension Parent/guardian Contact Police Contact Recommendation for Expulsion	Same	Same	Same
Harassment **Bullying** **Cyber-Bullying** **Threats** **Intimidation etc.**	Mediation Detention STOP* Suspension, if applicable Police Contact if applicable Recommendation for Expulsion, if applicable	Same	Same	Same

**STOP=Student Time Out Place--students may be removed from the classroom for a "reset." . At administrative discretion, students assigned to STOP may necessitate beginning the Student Intervention/Action Plan Policy* as outlined above.

Suspension and Expulsion Policy and Procedures

Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at Bella Mente Montessori Academy ("Charter School"). In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. Although exempt from the Education Code processes that apply to noncharter schools, the language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension (both in-school and out-of-school) and expulsion.

In-school suspension will be held under the supervision of administrative staff including, but not limited to the Principal or Executive Director or Designee. Students will complete work assigned by their classroom teacher.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians[3] are

notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Executive Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian , and shall inform the student, and the student's parent/guardian, of the basis for which the student is being

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other

involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/ guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/ guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

1. Discretionary Suspension Offenses: Students may be suspended when it is determined the student:

    a) Caused, attempted to cause, or threatened to cause physical injury to another person.

    b) Willfully used force or violence upon the person of another, except self-defense.

    c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 1105311058, alcoholic beverage, or intoxicant of any kind.

    d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

    e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face

and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 8 inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8 inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property. ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 1105311058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to.electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

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q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 8, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8 inclusive.

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i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age,

or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described

above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289, or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In

such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than onequarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if practicable, by a conference conducted by the Executive Director or designee with the student and the student's parent/guardian and, whenever practicable, the teacher, supervisor or Charter School employee who referred the student to the Executive Director

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists, or if the student or the student's parent waives their right to a conference.. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days or as soon thereafter as is practicable, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a pupil for failure of the pupil's parent or guardian to attend a

conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or designee, the student and the student's parent/guardian will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after an attempt is made to hold a conference with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

Students recommended for expulsion are entitled to a hearing before a neutral officer appointed by the Executive Director to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

The student and the student's parent(s) or guardian shall be provided a timely written notice of the charges against the student and an explanation of the student's basic rights, including the right to a hearing before the Hearing Officer to determine whether the student should be expelled (the "Written Notice"). The parent(s) or guardian shall have ten (10) calendar days from issuance of the Written Notice to file a written request for a hearing to be presided over by the Hearing Officer. If no hearing is timely requested, the expulsion becomes final as of the 11th calendar day following the Written Notice.

If a hearing is timely requested, the Hearing Officer shall hold a confidential hearing within fifteen (15) calendar days of receipt of the request for a hearing. During the hearing, the student shall have the right to be represented by legal counsel or an advocate, the right to present evidence, testimony, and witnesses, the right to cross-examine adverse witnesses, and the right to question BMA representatives.

Written notice of the hearing shall be provided to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date, time and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. Notification of the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. Notification of the right to inspect and obtain copies of all documents to be used at the hearing.
7. Notification of the opportunity to confront and question witnesses who testify at the hearing.
8. Notification of the opportunity to question evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Hearing Officer may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Hearing Officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the Hearing Officer conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The Hearing Officer conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The Hearing Officer conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Hearing Officer presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The Hearing Officer conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The Hearing Officer presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from

exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. An alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written record of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Hearing Officer to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Hearing Officer determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

I. Expulsion Decision

The decision of the Hearing Officer shall be in the form of written findings of fact and constitutes a final determination regarding the expulsion. The Hearing Officer shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Hearing Officer is final.

If the Hearing Officer decides not to recommend expulsion the student shall immediately be returned to their previous educational program.

J. Written Notice to Expel

The Executive Director or designee, following a final decision of the Hearing Officer to expel, shall send written notice of the decision to expel, including any adopted findings of fact made by the Hearing Officer if a hearing was requested and held, to the student and student's parent/guardian. This notice shall also include the following: (a) notice of the specific offense committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the chartering authority

This notice shall include the following:

a. The student's name

b. The specific expellable offense committed by the student

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the Hearing Officer's decision to expel shall be final.

M. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Hearing Officer at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for

readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to

children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent/guardian has requested an evaluation of the child.

c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Communications and Dispute Resolution

Do you have a Compliment or a Concern?

BMA has confidence in the competency and professionalism of its staff. However, if the school your child attends is not measuring up to your expectations, we would like to know about it.

BMA encourages open and respectful communication from individuals and groups within the community regarding compliments, suggestions, questions, and complaints about any part of the school program or any employee of BMA utilizes this information to effect improvement and positive change in our program whenever possible.

At BMA we use the communication style of first talking about what is working, and then discussing what needs improvement. We find that this style of communication is easier heard and received. Additionally, we model this communication style for the children because we believe it helps people achieve positive outcomes. We invite you to join us in this style of communication.

To express a compliment about school personnel:

If you would like to share a compliment, feel free to call anyone on the Leadership Team or our Community Liaisons, send a note, and/or speak directly to the person you are complimenting. Families can access our full staff and contact information on our school website on the Parent Information Page.

To express a concern the following informal dispute resolution process was adopted by the Governing Board of BMA:

Dispute Resolution Process – General Complaint Process

Misunderstandings and problems arise from time to time in any situation. Differences of opinion will exist. BMA intends for the school environment to be a safe and supportive environment for students, teachers, staff, and parents. We are committed to creating an honest and open atmosphere in which any problem, complaint, suggestion, or question will receive a timely and respectful response. It is requested that all parties conduct themselves in a congenial manner and communicate with each other with mutual respect at all times.

Any disputed issue should be brought to the attention of the respective party as soon as possible with the intention to resolve the issue. If it cannot be resolved at this level, then an appointment should be made with the Principal, Executive Director, or Designee to attempt further resolution.

If a parent/guardian disagrees with the established rules on conduct, policies, procedures, or practice, they can express this concern directly to the Principal, Executive Director, or Designee. No parent/guardian will be penalized, formally or informally, for voicing a concern or complaint with BMA in a reasonable, business-like manner, or for using this dispute resolution process.

The Executive Director is the official representative between parents/guardians and the Governing Board. He/she or any Principal/designee is accessible and ready to hear suggestions, concerns, and complaints. BMA cannot act on any problem unless it is aware of it, so we request that concerns or disputes be brought to the appropriate party as soon as possible.

While not every problem may be resolved to the complete satisfaction of all parties, effort will be made on the behalf of BMA, and its staff, to bring resolution to any problem. This will only be possible through both parties' willingness to listen, attempt toward understanding, and exploration of all aspects of the issue at hand. Through this process, parents/guardians, teachers, and administration will be able to develop confidence in each other. This confidence is important to the smooth, effective operation of BMA and will directly benefit the students. BMA will strive to provide such an atmosphere at all times. Parents/guardians are encouraged to offer positive and constructive criticism, and to take the following steps if they believe they have dissatisfaction, or believe that an injustice has occurred, or that a decision affecting them or their child is unjust or inequitable:

1. When a problem first arises, the concerned person should discuss the matter with the respective party as soon as possible.

2. If they are unable to resolve the issue at this level, the concerned person should then contact the Principal to make an appointment to discuss the issue as soon as possible.

3. If the problem cannot be resolved informally through discussion or meeting, the concern or complaint shall be reduced to writing by the concerned person and submitted to the Principal. The concerned person should specify the problem to the fullest extent possible and any remedies sought.

4. Following any necessary investigation, the Principal shall prepare a written response to the concerned person no later than ten (10) working days from the date of receipt of the concern, unless for good cause, additional time is required for the response.

5. If the matter is still unresolved at this level, the complainant may request a meeting with the Executive Director. The request for this meeting will be written and will include any and all documentation related to the complaint along with any solutions that have been proposed by the concerned person, the Principal, and any other related parties. The request for the meeting is to be delivered to the Executive Director who, unless sick or out of town, will meet with the concerned person within (10) working days of receiving the written request, or as soon thereafter as is practicable.

After the meeting, the Executive Director may conduct an investigation of the matter if appropriate prior to making any decisions or recommendations. The Executive Director will provide the complainant with a response and outcome within a reasonable amount of time, not to exceed thirty (30) days from the date of the meeting.

For complaints related to discrimination on basis of sex, please see the Title IX policy for its procedures and timelines. Please see the Uniform Complaint Procedures to determine if your complaint should be filed using that policy.

Uniform Complaint Procedures

BMA has the primary responsibility for compliance with federal and state laws and regulations for students who attend our school. In addition to our informal dispute resolution process described above, we have established Uniform Complaint Procedures (UCP).

BELLA MENTE ACADEMIES
ANNUAL NOTIFICATION OF THE UNIFORM COMPLAINT PROCEDURES (UCP)

2025-26 School Year

Uniform Complaint Procedure ("UCP")

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

   - Accommodations for Pregnant, Parenting or Lactating Students;
   - Adult Education;
   - Career Technical and Technical Education;
   - Career Technical and Technical Training;
   - Child Care and Development Programs;
   - Consolidated Categorical Aid;
   - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
   - Every Student Succeeds Act;
   - Migrant Education Programs;
   - Regional Occupational Centers and Programs; ● School Safety Plans; and/or ● State Preschool Programs.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Erin Feeley, Executive Director
Bella Mente Academies
1737 W. Vista Way
Vista, CA 92083
760-621-8931
efeeley@bellamentecharter.org

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the

alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint.

This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.

4. The legal conclusion in the Charter School's Decision is inconsistent with the law.

5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the Front Office or can be accessed at www.bellamentecharter.org. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

California Charter Complaint

California *Education Code* Requirements

California *Education Code* (*EC*) Section 47605(e)(4)(A) through (E) states the following:

- A charter school shall not discourage a pupil from enrolling or seeking to enroll in a charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics:
    - Academically low-achieving
    - Economically disadvantaged (determined by eligibility for any free or reduced price meal program)
    - English learner
    - Ethnicity
    - Foster youth
    - Homeless
    - Nationality
    - Neglected or delinquent
    - Race
    - Sexual orientation
    - Pupils with disabilities
- A charter school shall not request a pupil's records or require the parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment.
- A charter school shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason (except for suspension or expulsion).
- This notice shall be posted on a charter school's Internet website and a charter school will provide copies of this notice (1) when a parent, guardian, or pupil inquires about enrollment; (2) before conducting an enrollment lottery, and (3) before disenrollment of a pupil.

Complaint Procedures

In order to submit a complaint, complete the Charter School Complaint Form and submit the form to the charter school authorizer, electronically or in hard copy, to the following location:

Vista Unified School District
1234 Arcadia Avenue Vista, CA 92084
superintendentsoffice@vistausd.org (760) 726-2170

Name:_____ Email_____

Mailing Address:_____

Date of Problem:_____ Phone Number:_____

Charter School (include address):

Bella Mente Montessori Academy
1737 West Vista Way Vista, CA 92083

California Education Code (EC) Section 47605(e)(4) through (E) allows a parent or guardian to submit a complaint to the charter school authorizer when a charter school discourages a pupil's enrollment, requires records before enrollment, or encourages a pupil to disenroll. Please identify the basis for this complaint below, with specific facts, which support your complaint.

Basis of complaint (check all that apply):

- Pupil was discouraged from enrolling or seeking to enroll in the charter school.
- Records were requested to be submitted to the charter school before enrollment.
- Pupil was encouraged to disenroll from the charter school or transfer to another school.

Please provide further details:

Please file this complaint with the authorizer of the charter school listed on the preceding page electronically or in hard copy.

Bella Mente Academies Attendance Policy

Absence, Tardiness/Late Arrivals, and Early Departures

At BMA, attendance is a priority and is crucial to your child's academic success. BMA is a school of choice. Families who actively choose to enroll their children at Bella Mente Academies have opted for an educational program, with all of its rich research-based Montessori materials, lesson presentations and experiential learning. This cannot be duplicated outside the classroom environment, which makes your child's daily attendance even more critical for success.

Absence from school hurts not only the student but also the class. The success of the Montessori environment relies partly upon the strength of the learning community that is developed. When the student is not in school, (s)he is missing out on critical classroom experiences, and the student's classmates are missing out on her/his contributions to the classroom community.

As illustrated in the Academic Overview portion of this handbook, ***all portions of the school day are equally important to the student's growth and mastery of learning***. When students are late to school, they create classroom interruptions which in turn result in an unsettling experience and loss of learning for the student and her/his classmates. Early departures can also adversely impact the student's success and ability to be a contributing member of the learning community.

Finally, California is a compulsory education state. State law requires parents/guardians of children ages 6 to 18 to send their children to school, unless otherwise exempt by law. Parents who fail to meet this obligation may cause their student to be classified as truant. In extreme cases of truancy, the county SARB may request intervention and prosecution through the District Attorney's office, as well as possible involvement of Child Protective Services.

BMA acknowledges the need for family time and for times of rest and rejuvenation. The administrative team has taken this into account in planning the school calendar and has included well-considered break times throughout the year. ***Please refer to the school calendar as a planning guide so that your child is able to be in school each day and receive the maximum benefits of regular participation in his/her Montessori classroom.***

If a family circumstance arises which impacts your child's ability to be at school, please let your child's teacher or Principal know so we can work on a plan to support you and your child during this time, which may include independent study

Bella Mente offers short term Independent Study. Please make an appointment with your teacher. For more information, please email IS@bellamentecharter.org.

Whether the absence is excused or unexcused, the state only provides daily funding to the school if a student is actually at school. With that said, below is a summary of BMA policies regarding absences, tardies, and early departures from school.

Definitions

- "*Tardy*": BMA starts at the following times:
  - ○ Mondays: 9:15 a.m. (Grades 1-8); 9:30 a.m. (TK/Kindergarten) ○ Tuesday-Friday: 8:15 a.m. (Grades 1-8); 8:30 a.m. (TK/Kindergarten) ○ Students shall be classified as tardy if the student arrives after the above times.

- "*Unexcused Absence*": A student shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.

- "*Truant":* A student shall be classified as a truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Executive Director or designee.

- "*Habitual Truant*": A student shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.

- "*Chronic Truant*": A student shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.

- *"School Attendance Review Team ("SART"):* The SART panel will be composed of the Principal, Assistant Principal, and School Counselor and other members as appropriate. The SART panel will discuss the absence problem with the student's parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and student's family, and establish a plan to resolve the attendance issue.
  1. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.

  2. The parent/guardian shall be required to sign a contract formalizing the agreement by the parent/guardian to improve the child's attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:

     a. Parent/guardian to attend school with the child for one day
     b. Student retention

c. After school detention program
d. Required school counseling
e. Loss of field trip privileges
f. Loss of school store privileges
g. Loss of school event privileges
h. Mandatory Saturday school
i. Required remediation plan as set by the SART
j. Notification to the County District Attorney

3. Notice of action recommended by the SART will be provided in writing to the parent/guardian.

Reporting Absences

All absences and late arrivals must be called in by a parent/guardian prior to the start of the instructional day, by contacting the Front Office at 760-621-8948.

When arriving late or departing early, the parent/guardian must sign in through the school office and obtain a tardy slip to admit the child to class or an early release slip to indicate to the teacher that you have already signed the child out for the day. Once the child has been signed in as tardy, the child may proceed to class. To limit classroom disruption, once a child has been signed out, an office staff member will send for your student to meet you at the office.

Please note that BMA maintains a closed campus. Students *must* be signed in and out by a parent or guardian or by a responsible adult who has been pre-designated by the student's parent/guardian. BMA cannot allow children the liberty to leave campus during the instructional day without properly designated adult accompaniment unless they have a valid excuse and permission from the office

Excused Absences

Excused absences are defined as:

1. Student illness, mental or behavioral health: A child is too ill to attend school if he or she has a contagious condition, a temperature of over 100, symptoms of vomiting or diarrhea, or written orders from a doctor to stay at home. If the child is ill 3 consecutive days or more, the school may require a note from a physician documenting the child's illness and the necessity of having the child stay home from school. Illness of *other* family members does not result in an excused absence for the student
   Health/medical quarantine as may be designated by the school, city or county health department or medical professional.

2. Medical appointments or services lasting all day.

3. Medical, dental, optometric, or chiropractic appointments:

a. Students in grades 7-8, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

4. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:

   a. To access services from a victim services organization or agency.

   b. To access grief support services.

6. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

   Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

7. Participation in religious instruction or exercises as follows:

   a. The student shall be excused for this purpose on no more than four (4) school days

8. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).

9. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

10. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.

11. Attendance at the student's naturalization ceremony to become a United States citizen.

12. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.

13. Authorized at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.

14. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.

15. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.

For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.

16.

17. For the purpose of a middle school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

    a. A middle school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.
    b. A middle school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.

18. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards: a. Appearance in court.

    b. Observance of a holiday or ceremony of the pupil's religion.

    c. Attendance at religious retreats (not to exceed one school day per semester).

d. Attendance at an employment conference.

e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

19. Excused tardies are only designated for medical or dental appointments that cannot be scheduled outside of school hours.

All other absences or late arrivals are classified as unexcused, even if the /guardian notifies the school.

Whenever possible, parents are encouraged to schedule medical/dental appointments and family business during intersession periods, school holidays, and other non-school times. In the event an absence from school cannot be avoided, the best course of action is to stay in close communication with your child's teachers, and provide an opportunity for the child to make up any missed assignments. ***Verification of Illness***

The statewide average absence rate for typical childhood illness is five (5) days per school year. **Anytime a child has a doctor's appointment and/or documentation that requires the child to stay home from school, documentation must be provided to the school office when the student returns to school. These absences will be recorded as "verified" and will be taken into account when reviewing the child's total attendance record.**

Students who are ill in excess of ten (10) excused and unexcused absences within a school year are required to bring verification of illness from a medical professional on their return to school for each successive absences. If the child is under the regular care of a physician for a serious or chronic condition or is directed to stay home by a medical professional, verification is to be provided to the school office at the time of the absence. Absences for excessive illnesses that are not verified with official documentation will be marked unexcused and may subject the student and/or parents to truancy review.

The following methods may be used to verify student absences:

1. Signed, written note from the student's parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

a. Name of student;
b. Name of parent/guardian or parent representative;
c. Name of verifying employee;
d. Date or dates of absence; and
e. Reason for absence.

3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including the information outlined above.

4. Healthcare provider verification:

    a. When excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
    b. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had ten (10) absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

Chronic Illness

Personal illness which recurs on a frequent basis will require a doctor's certification.

If your child has a diagnosed chronic illness, you must provide a physician's authorization in order for these recurrent absences to be excused. Such authorization requires the treating physician to verify the diagnosis and list symptoms that would require the child to stay home from school but not necessitate an office visit. With this authorization, the parent/guardian may send a note when the child returns to school listing one or more of the symptoms identified by the physician's report. These absences will be considered verified. Please contact a campus administrator or the data entry clerk for additional assistance.

Missed Assignments and Tests

A student who is absent from class or scheduled instructional activities for allowable reasons may complete missed assignments or tests that can be reasonably provided and will not have his/her grade reduced or lose academic credit if the assignments or tests are satisfactorily completed within a reasonable period of time. In some cases, the teacher shall determine a reasonable equivalency in the tests and assignments provided, but not necessarily identical to, the tests and assignments that the student missed during the absence.

Excessive Absence/Truancy Notification

While BMA maintains high expectations for student attendance, we also recognize that students may miss a few days/hours during the school year due to illness or family emergencies. For this reason, BMA has established guidelines for satisfactory student attendance. In the event that students fall short of these guidelines, written attendance letters will be sent to the student's parent/guardian.

These letters are to reinforce the parent/guardian's awareness of potential attendance problems and represent the first steps in the attendance review/truancy process. Subsequent portions of this process may include mandatory parent/teacher/Principal conferences. If these remedies remain unsuccessful, the parent/guardian may be scheduled to meet with BMA's administration and/or appear before the School Attendance Review Team (SART), consisting of the Executive Director (or Designee), the BMA Principal, and other pertinent staff. A law enforcement representative may be included at the discretion of the Executive Director or Designee.

Attendance guidelines have been established as follows:

Procedure for excessive *tardies and early departures:*

- **5 unexcused tardies and early departures**
  - The Attendance Clerk or Designee ***will contact the child's parent(s)/guardian(s)*** to discuss the reason for these absences and to develop a plan for attendance improvement.
- **10 unexcused tardies and early departures**
  - ***A meeting appointment will be set for the child's parent(s)/guardian(s) and Administration*** to discuss the child's continued attendance issues and develop an attendance improvement plan for the student.
- **12 unexcused tardies and early departures**
  - The parent(s)/guardian(s) will be notified by the Attendance Clerk or School Attendance Review Team Member (SART) to schedule a SART meeting to discuss the child's continued attendance issues and develop an attendance improvement plan for the student.
  - If a parent(s)/guardian(s) fails to attend the SART meeting the school may place a phone call to Child Protective Services (CPS) and/or Vista Police Department to request a welfare check.
  - The parent/guardian may be referred to the ***Vista School District Attendance Review Board and a hearing will be scheduled.***

Procedures for *absences:*

Absence	Action Taken
3 Excused <u>or</u> Unexcused Absences	● **Truancy Letter #1/First Notice of Non-Compliance sent home via email** ● **Attendance Action Plan and Attendance Policy sent home via email**

5 Excused <u>or</u> Unexcused Absences	● **Truancy Letter #2/Second Notice of Non-Compliance sent home via email - Attendance Team requests parent conference** ● **Placement of Attendance Probation sent home via email**
7 Excused <u>or</u> Unexcused Absences	● **Truancy Letter #3/Referral to SART sent home via email** ● **Hold SART meeting for review and further action**
10+ Excused <u>or</u> Unexcused Absences	(Without valid excuse, and parent/guardian cannot be reached) **Student is in violation of Attendance Policy and SART Contract and may be subject to Involuntary Removal Process.** **Home Visit, Vista Police Department Welfare Check, CPS Report, potential referral to district attorney for ongoing truancy issues. Disenrollment review may begin.** Doctor's note required for further illness-related absences; administrator meeting to review attendance.

- If a student is **<u>absent ten (10) or more consecutive school days without valid excuse and the student's parent/guardian cannot be reached</u>** at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of this Policy and the SART contract (if any) and may be subject to disenrollment in compliance with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence.

- Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a **voluntary** disenrollment and shall not trigger the Involuntary Removal Process below.

For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

Families are also reminded that the Montessori curriculum embraces a wide variety of integral subject matter and teachers spend a significant amount of time to ensure that all portions of the school day are equally important to the student's growth and mastery of learning. When a student leaves early, the student is missing out on integral learning experiences which adversely

impact the student's success and her/his ability to be a contributing member of the learning community.

Accordingly, if a student develops patterns of early departure, parents/guardians will be scheduled to meet with the teacher, Principal, BMA Executive Director or Designee and/or attendance improvement team to develop an attendance improvement plan.

Again, our goal is to have your child in school for each full day of instruction.

Students Classified as Truant

Section 48200 of the Education Code of the State of California, states that it is the responsibility of the parents/guardians to see that their children attend school regularly and on-time. Section

48200 is the law, a part of the contract between home and school, and a component of BMA's promotion policy. Parents/Guardians violating 48200 may be subject to prosecution by the District Attorney.

Formal Written Notice

When a student's percentage of attendance falls below 90% at any point after the sixty (60) days of school, the parent/guardian may receive a Formal Written Notice alerting them to their student's attendance record and follow-up requirements.

Options for Students Unable to Attend School

Students who are unable to attend school for an extended period of time due to serious injury or illness may be eligible to receive individualized academic assignments during the period of absence when approved in advance by both Principal and Executive Director through independent study or Home/Hospital if the reason for the absence is not related to the student's disability if they have an individualized education program (IEP). Please note that attendance credit is not issued unless the student is on independent study or Home/Hospital and the sole focus of such assignments is to support the student to stay current on his/her academic studies. The Principal may request verification of students' condition by a physician. Students with mental health conditions must present verification from a physician *and* a treatment plan from their therapist. In such cases of medically related extended absence, the Principal and the Executive Director will meet with the parent(s)/guardian(s) to determine which program is most suitable to support the student (5 days or more of foreseeable absence).

Children who are absent due to shorter term illness should rest and recuperate so that they may return to school as soon as they are able. When reasonable, parents are encouraged to work with teachers to enroll in short term independent study to support the student's completion of missed work pursuant to BMA's independent study policy.

While families are asked to arrange for vacations and non-medical absences during school intersessions, holidays, and other non-school periods, if you know your child must be absent, please contact the teacher or Principal in advance to place your child in a short- term Independent Study.

Process for Students Who Are Not in Attendance at the Beginning of the School Year

When a student is not in attendance on the first day of the school year, the Charter School base its active attendance roster on students present. The Charter School will attempt to reach the student's parent/guardian to determine whether the student has an excused absence. If the student has a basis for an excused absence, the student's parent/guardian must notify the Charter School of the absence and provide documentation consistent with this policy. That student will then remain on the Charter School's active attendance roster. Students who are not in attendance on the first day of the school year due to an unexcused absence will not be on the active attendance roster as it will be assumed that the student has chosen another school option.

Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of the Charter School's intent to remove the student ("Involuntary Removal Notice"). The Involuntary Removal Notice must be provided to the parent or guardian no less than five (5) schooldays before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the student
2. An explanation of the student's basic rights including the right to request a hearing before the effective date of the action
3. The CDE Enrollment Complaint Notice and Form

The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon a parent's or guardian's request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing, the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) calendar days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or reoccur.

Referral to Appropriate Agencies or County District Attorney

It is the Charter School's intent to identify and remove all barriers to the student's success, and the

Charter School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate schoolbased and/or social service agencies.

If a student's attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents/guardians fail to attend a required SART meeting, the Charter School shall notify the County District Attorney's office, which then may refer the matter for prosecution through the court system. Students twelve (12) years of age and older may be referred to the juvenile court for adjudication.

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The Executive Director, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

Attendance Questions or Assistance

We appreciate the opportunity to meet with you at any time to discuss any concerns or questions you may have about your child's attendance.

It is the goal of BMA to team with families to support each child's academic success. Daily attendance is a key component to this success and sends a message to your child that their education is a priority and is valued.

Student Health and Safety

Immunization Records and Health Exams

As a public school and pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Bella Mente Academies requires all students to be current with immunizations as required by law.

BMA is required by law to have a copy of student immunization records for reporting purposes. During enrollment and prior to the first day of school, a copy of the student's immunization record is to be presented to the BMA office staff. The Charter School will also collect this information when your child receives any vaccinations, please provide proof so that the Charter School's records are kept current.

This record will be kept in the child's confidential student cumulative record file. Below are the immunizations:

Child's Grade	**List of shots required to attend school**
TK/K-12 Admission	Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

Entering 7th Grade	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose Varicella (chickenpox) - Two (2) doses **NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Please see the complete Immunization Policy for information regarding exemption. The policy is located in the Front Office.

Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

Physical Examinations and Right to Refuse

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

A physician's statement of health may be found here: Report of Health Examination for School Entry is also required prior to the child's **initial enrollment in a public school**. This

physician's report form is also included in the annual enrollment packet and only needs to be filed once.

Families who need assistance with the cost of these enrollment requirements may inquire with their county health department for dates of immunization and exam clinics in their area. Information on county health programs is included in your enrollment folder.

Cancer Prevention Act

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

Sudden Cardiac Arrest Prevention and Automated External Defibrillators

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest ("SCA") is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at the Charter School must review the information sheet on sudden cardiac arrest via the following link: https://www.cde.ca.gov/pd/ca/pe/documents/pescaform.pdf

Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because the Charter School has elected to offer an athletic program, we must immediately remove from a schoolsponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

Diabetes

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health ("CDPH") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch can be found here.

Opioid Information Sheet ***(for schools that offer athletics)***

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete's parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:

https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide ageappropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the Front Office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

Mental Health Services

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at 760621-8948. Our Charter School counselors support students by providing individual

sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the Director of Special Education at 760-621-8948 to request an evaluation.

- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the Health Technician at 760-621-8948.

Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Erin Feeley, Executive Director
1737 W. Vista Way
Vista, CA
760-621-8948
efeeley@bellamentecharter.org

A copy of the UCP is available upon request at the Front Office and at www.bellamentecharter.org. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

School Bus and Passenger Safety

All students who are transported in a schoolbus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the Front Office.

School Safety Plan and Asbestos Management Plan

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the Front Office.

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the Front Office. The following asbestos-related activities are planned or in progress at the Charter School: No such activities are planned or in progress for the current school year.

The following is a summary of general health guidelines that the school is required to abide by:

It is the policy of Bella Mente Academies to allow students to attend school when they have minor allergies. Please see the Administration of Medication notice below should your child require medications for their allergies.

Any contagious illnesses and/or a fever of 100.4°F or higher require the student to be absent from school. The child must remain fever-free, without the use of fever reducing medications, for twenty-four (24) hours prior to returning to school. *Contagious illnesses require that the student has been on an approved course of treatment for at least twenty-four hours prior to returning to school.* Please be conscious of these policies and take the other children and staff into consideration in this regard. **Please contact the office as soon as possible if your child is diagnosed with any communicable diseases.** These include: chicken pox, strep infections, influenza, bacterial conjunctivitis. **Please call the school if your child will be absent.** If it appears your child may have a lengthy illness, please notify the school office as soon as possible, and obtain a doctor's note to be kept with the attendance records. Please see the Attendance Policy in this Handbook or request a copy from the Front Office.

In the best interest of your child and of all the other BMA students and staff, if health issues or symptoms of communicable illness or infection are observed in your child at school, you will be notified immediately and will be asked to pick up your child. In this instance, the student may not return to school until a medical practitioner has treated such symptoms or until the student has been symptom free for at least twenty-four hours. If it appears your child may have a lengthy illness, please notify the school administration as soon as possible.

No Lice Policy

Parents/guardians are encouraged to routinely screen students at home. Students found to have live lice may remain in school and parents will be called to pick up the student at the end of the school day and will be given a copy of the brochure "A Parent's Guide to Head Lice". (Visit the CDPH website for additional languages). At home, all members of the family must be checked for head lice and treated accordingly.

Before being admitted back to class, you must bring your child into the school office for a recheck. The child will be examined and admitted to class the following day unless the child is still infested with live lice.

To maintain the confidentiality and privacy of students, school-wide and/or classroom screening/notification will not occur.

This is just a brief summary of student health policies. BMA has developed a comprehensive policy to address student health issues. If desired, please ask for detailed information at the school office. ***Medications Administered at School***

Any child taking prescription or over-the-counter medications **must** have an approval form signed by their physician detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and a written statement from the parent/guardian indicating the desire that the school assist the student with administering the medication before bringing the medication to school. All medications must be delivered to the office, by the parent/guardian, in the original container with the child's name and directions clearly labeled along with the required Authorization For Medication Administration Form.

All medications must be collected from the office, by the parent/guardian, by the end of the school year unless the student is enrolled for the summer intersession. Medication approval forms are available in the office.

California Safety Laws

For safety reasons, if your child is under the age of 8, she/he is required by California State law to be transported in an ***approved child safety restraint seat***. Please take the time to ensure the safety of each child in your car, as well as your own, by buckling up.

Various agencies offer car seat safety clinics to check for the proper installation of child safety seats in your vehicle. Often, approved safety seats are available at these events, at a reduced cost or even free of charge. In contrast, the Highway Patrol fines individuals for each unbelted individual in the car. If you have financial difficulty complying with these requirements, contact your local Highway Patrol office. There are funds available to assist families in meeting this requirement.

For those students who may ride their ***bicycles*** to and from school, ***helmets are required***. Please discuss this with your child along with other pertinent safety topics. Be safe, not sorry!!

School Meals and Student Wellness – Nutritional Health

A daily balanced diet is essential to every child's physical, mental, emotional, and physiological needs. If a child comes to school hungry or improperly nourished, the child will have difficulty concentrating on her/his schoolwork. Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, during each schoolday to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch meal during each schoolday. This shall apply to all pupils in kindergarten through grade eight (8).

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are

encouraged to complete the application form. Completed application forms can be returned to the main office. Income eligibility guidelines for federally funded free and reduced-price meals are available at:

https://www.cde.ca.gov/ls/nu/rs/

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, lowincome housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

In accordance with the above, BMA promotes a healthy environment by allowing students and staff to bring and carry water bottles throughout the school, with the exception of specified locations. We ensure that everyone is aware of their rights regarding this policy through our handbooks, as well as our school website.

In support of this initiative, we have water fountains available in every hallway for easy access to clean, refreshing water. Additionally, we provide a state-of-the-art water filtration station with a water bottle filler in the Multipurpose Room (MPR) to further encourage our school community to stay hydrated.

A copy of the complete Policy, which includes the Charter School's meal charge policy, is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue,
SW Washington, D.C. 20250-9410; or
fax:
(833) 256-1665 or (202) 690-7442; or
email:
Program.Intake@usda.gov

Charter School is an equal opportunity provider.

For families who choose not to participate in BMA's meal program, please follow these guidelines:

Please make every effort to provide your child with healthy and nutritionally balanced meals for the best possible day!

Breakfast is essential. Be sure that your child begins each morning with a healthy and nutritionally balanced meal to provide the brain energy that he/she will need for the activities of the day. If your child is unable to eat breakfast at home, you are welcome to pack a HEALTHY breakfast for her/him to eat at school prior to the start of class time. A good suggestion might be cereal and fruit in a Tupperware sealed bowl, or fruit juice in a sealed cup and toast, etc. Some of the major food companies are now making "milk and cereal bars" which are relatively low in sugar and surprisingly high in protein. Read labels, be creative, and your child will eat with more interest!

If you choose to provide your child meals, please plan to send a bag or lunch box with your child each day, and make sure to label all containers to be taken home with your child's name.

When preparing your child's lunch and snacks, please make every effort to send items that the child can eat easily, can open and/or close relatively easily and independently. Lunch must be something that can be eaten without heating. Students and families are not permitted to order food for delivery to the campus.

Please avoid sending junk food and highly processed food items. These food choices are usually loaded with refined sugar or fat and offer little or no nutritional value. During school, students need "brain food." Stick to items that are as close as possible to their natural state: fresh fruits and vegetables, whole grains, seeds, nuts, dairy products and proteins. Limit juices and juice drinks. Even 100% juice, consumed in excess, provides too much sugar for a young child's dietary health and results in an afternoon "low" as the child's blood sugar attempts to balance back out. Instead, opt for a bottle of water or milk that can be kept fresh with a cold pack or in a thermos.

We believe that monitoring the intake of these types of highly processed, non-nutritive foods will provide the child with a better ability to concentrate. If you think that these types of foods are appropriate, please save them for the home environment.

If a student forgets their lunch, BMA has additional meals to provide for students or breakfast/lunch may be dropped off in the office.

Health Food Guidelines for Families who Choose to Send Food to School

Good nutrition is key in helping children grow and learn. BMA revised the Local School Wellness Policy in 2017 and the Board of Directors passed the revision to ensure the policy is practiced schoolwide.

ALLOWABLE FOODS ON CAMPUS

- **Fruit**- such as apples, pears, plums **Vegetables-** such as carrots, celery, jicama

- **Dairy Food**- such as Real cheese, 1% milk, soy milk or non high-fat dairy foods

- **Proteins**- such as nuts, seeds, eggs, legumes, low-fat cheese

- Whole grain food- grains such as wheat, corn, rice, barley, oats, quinoa, and rye. Should be eaten in their "**whole form**". Products should list whole grain food first, be at least 51% or have a whole grain stamp.

NON-ALLOWABLE FOODS ON CAMPUS

- **Sodas, Sports Drinks, Caffeinated Beverages**

- **Fried Chips**

- **Sugary Desserts, Popsicles, Candy**

Registration and Enrollment for Bella Mente Montessori Academy

As a public charter school, BMA is a school of choice, and eligibility for enrollment is based on California residency, not on district-of-residence boundaries.

As a public school, BMA follows state requirements for Transitional Kindergarten/Kindergarten and First Grade admission. ***Transitional Kindergarten children must be 4 years old of age before September 2nd the year they enter school.***

In California, TK/Kindergarten is not compulsory (mandatory), though it does help prepare children for elementary school. BMA does not administer TK/Kindergarten readiness assessments prior to enrollment. All assessments are conducted by the teacher, at the time the student begins, to establish the creation of the student's individual learning plan. (See Academic Overview) If you have questions about your child(ren)'s readiness for Kindergarten, please contact the school Principal at 760-621-8948.

BMA seeks a diverse student population from the local area surrounding the school campus. Enrollment is available to anyone who applies subject to the BMA's capacity. As a California public school, admission to applicants is determined by a random public lottery at the end of the open enrollment period.

New Enrollment will be carried out using the following guidelines:

1. Parents interested in enrollment may be invited to tour the BMA campus and participate in an orientation that details the purpose, goals, and objectives of our school. The orientation will

include an explanation of Montessori philosophy and methodology and how parents/guardians

can best support their child(ren) in the learning process. This tour and orientation provides families with an opportunity to decide if our school appears to be an appropriate match for their child(ren).

2. Families who wish to continue into the final stages of the enrollment process are required to read and complete the enrollment packet prior to enrollment.

BMA is committed to the academic success of its students and readily acknowledges that Montessori education is not necessarily the perfect match for every student. BMA encourages parents/guardians to recognize that there are other educational approaches that may be more effective for some students. By attending an informational tour and observing in a classroom, parents and guardians will be better informed to make the best choice for their child(ren).

Re-enrollment for current BMA families is completed in late winter prior to the open-enrollment lottery. Siblings of currently enrolled students will be given priority in the lottery.

A Housing Questionnaire is included in the registration packet for new families and in the reenrollment packet for returning families. Failure to complete the re-enrollment packet before the deadline may result in students not being able to return for the next school year.

Classroom Placement Policies and Procedures

It is the goal of BMA to place each student in the most appropriate learning environment to fit his/her needs academically, socially, and emotionally. In addition, care is taken to balance classes by grade/age and gender. Information and recommendations from teaching staff is utilized to balance these needs within the classrooms. Although we would like to facilitate parent/guardian request for a specific classroom or teacher, the complexity of this process prohibits us from taking these requests.

Student Acceleration/Retention

Montessori instruction accommodates the varying interests and academic development of individual students. Students will progress each year by completing the Montessori and State Standard curriculum necessary to support their success at the next grade level.

When considering acceleration (accelerating a student an additional grade level), the child's social and emotional growth is to be taken into consideration. Parents/guardians, teachers, and the Principal will determine if this is the best course of action for the student by using criteria such as intellectual maturity, academic achievement, including standardized testing, physical, social, psychological, and emotional considerations.

Retention (remaining at the same grade level for a second year) is an action that may be taken to assist a student to be more successful in their learning. Risk for retention should be identified as early in a child's school career as possible. As soon as identified, the teachers and Principal should begin interventions to assist the student in areas of concern. Parents/guardians must be notified and included in this discussion as early in the school year as possible.

Students are to be identified for retention or acceleration on the basis of: ● Academic achievement and standardized testing

- Physical, social, psychological, and emotional considerations
- Special needs
- Information provided by teacher(s), parents, or guardians

The demonstration of individual student learning is to be measured by, but not limited to, the following:

1. Student grades in Reading/Language Arts and Math (more than one grade level above / below)
2. Assessments in Reading/Language Arts and Math (more than one grade level above / below)
3. State testing scores in Language Arts and Math (assessing below or far below standards in all subject levels / assessing at or above standards in all subject areas)
4. Writing Assessment
5. The review of student data as determined by the Student Study Team (SST)

English Learners

English Learners, determined through the ELPAC testing process (California's English language proficiency assessment), could be considered "at risk" based on the challenges they face in acquiring mastery of subject areas in English. English Learners should be provided with supplemental instruction as a key intervention to ensure that they will eventually attain grade-level proficiency. Decisions regarding the acceleration or retention of English Learners require special consideration. For English Learners, retention cannot be based on the student's lack of English fluency as related to meeting English standards. Following the supplemental instruction for the English Learner, if it is determined through the SST process that the student would benefit from retention, the above determinations and process will be followed.

Students who have Individualized Education Program (IEP) or Section 504 Plans

Students with physical and/or mental disabilities which interfere with the major life activity of learning are provided protections under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). Their educational opportunities will be affected by the development of accommodation plans intended to mitigate the effects of the disability on educational performance.

Students whose physical, mental, or learning disabilities are provided protection under the Individuals with Disabilities Education Act (IDEA) have their educational needs supported through Special Education (specially designed instruction) and related services and supports (services which enable them to benefit from their Special Education program).

Modifications of curriculum and the grading rubric are to be utilized for students on an IEP (Individualized Education Program). Accommodations put in place for students who have a Section 504 Plan or are in Special Education are not used when considering retention of the student.

Retention may be considered for students on a Section 504 Plan or IEP if the academic, social, and emotional needs of the student would benefit from the repetition of a grade. The IEP or 504 team will make the recommendation for retention or acceleration

Appeals Process

When the recommendation for retention or acceleration is not agreed upon by the parents/guardians, they have the right to appeal to the BMA Governing Board. Parents/guardians must submit their appeal to the Principal and Executive Director. The Principal will provide the Executive Director and/or Governing Board documentation regarding the recommended acceleration or retention to include, but not limited to, testing and assessment results, report cards, and SST meeting notes.

If the Parent(s)/Guardian(s) disagree with the decision, they have the right to appeal to the BMA Board through the following steps:

Parent(s)/Guardian(s) choosing to appeal a decision to accelerate a student shall submit a completed Acceleration or Retention Appeal Request Form to the Executive Director specifying the reasons why the decision should be overturned. The submission of the Retention/Acceleration

Appeal Request Form must occur no later than ten (10) school days following the Parent(s)/Guardian(s) receipt of the determination of acceleration..

The Board shall review the appeal as well as the student's academic performance records on which the SST relied. The Executive Director shall be provided an opportunity to state orally and/or in writing the criteria on which the SST or Executive Director's decision was based. The Parent(s)/Guardian(s) will also be given an opportunity to state orally and/or in writing their reason for appeal. The Appeal will be held in a closed session of the Board to maintain student confidentiality. The Board will prepare a written decision which summarizes findings and conclusions.

The Board shall notify the Parent(s)/Guardian(s) and Executive Director of its decision in writing within seven (7) school days of the Appeal via certified mail at the address provided by Parent(s)/Guardian(s) to the Charter School unless otherwise agreed in writing.

The Board's decision is final.

Field Trip Procedures

Field trips are an essential component of the Montessori curriculum. Students are given the opportunity to utilize knowledge gained in the classroom and apply it through experiences in the greater community. Field trips are age appropriate and are linked to the curriculum as much as possible. It is not unusual for an elementary or middle school class to attend a field trip approximately once every six weeks.

Field Trip Participation

Student behavior may be a factor in deciding if a child is to participate in a field trip. Parents/guardians will be contacted in advance to discuss any issues and to discuss alternative comparable educational activity(ies).

Parents/guardians who do not wish for their child to attend a particular trip should discuss their reasons with the teacher, as the purpose of the field trip is to expand on the students' academic experience. Any child not participating in a field trip must attend school that day. The teacher will arrange for your child to do their work in another classroom.

All students are to have equal access to the field trips as a part of the curriculum.

Permission Forms

Approximately one (1) month prior to a field trip, parents/guardians will receive a permission form which states the destination, total suggested donation to the school, and other pertinent information.

Due dates for permission slips are to be strictly enforced, and a child will not be permitted to attend the outing without a signed form. Parents/guardians unable to volunteer to drive their own child on the field trip are required to leave an appropriate car seat if their child is eight (8) years of age or younger.

The educational experience of the field trip is always to be emphasized over a commercial one. However, in some instances, bringing spending money may be appropriate and will be stated as such on the permission/ information sheet.

Parent/Guardian Participation on Field Trips

Parent/guardian participation plays a key role in the success of field trips. Voluntary fundraising is encouraged to help offset the cost of some trips, and parents/guardians are asked to volunteer to drive students and assist with chaperoning. All adults attending field trips must fulfill screenings to ensure the safety of the children.

Please note that any adult without these clearances on file with the campus office may not attend the field trip.

- Cleared Live Scan fingerprint report from the Department of Justice for BMA (to be completed only once)
- Cleared TB test result (required every four years), unless the TB Risk Assessment form is submitted annually.
- Attendance at the Parent Education session: "7 Habits of Highly Effective Volunteers"

In addition, the following is also required for parents/guardians driving students:

- Proof of Insurance: due at the beginning of each school year or at time of renewal for all drivers, including parents/guardians driving their own child. When driving other children, a $100,000/$300,000 liability per person/occurrence is required. (Note: many insurance companies will charge a minimal fee for increasing the liability amount for one day). A parent/guardian driving only their child must show proof of insurance meeting the California legal liability limits.
- Copy of valid Driver's License: due at the beginning of each school year for all drivers and upon renewal
- Copy of Vehicle Registration: due at the beginning of each school year for all drivers, and

upon renewal.

- DMV 10 Year Driver's History Report: due at the beginning of each school year for all drivers, including those who will only be driving their child. Reports indicating past violations will be sent to BMA Central Administration for review and for a decision on parent/guardian driver eligibility. (Note: On-line DMV and insurance company reports are not certified and cover only 5 years; therefore these do not meet BMA requirements.) Each driver's DMV record is available to during normal working hours. Reports may be obtained by:
    - Visiting the DMV office (make an Appointment for faster service)
    - Completing a Request for Driver Record Information form INF 1125
    - Showing identification
    - Paying the fee

Drivers will be given a Field Trip Packet with student information, directions and other pertinent information for the trip, and a list of all field trip policies and procedures. **We ask that drivers read this packet carefully to avoid any misunderstandings. Note:** Student information is confidential and should only be accessed in the event of an emergency.

Teachers are responsible for oversight of the entire group and for facilitating the excursion. Adults participating in the field trip are asked to assist wherever needed and are expected to chaperone the group of students they have driven, as well as be aware of safety concerns for all students. Drivers must drive directly to and from the field trip destination. Stops for food, gasoline (except in the instance of a long distance trip), and other activities outside of the trip itinerary are not permitted. Personal errands are not permitted at any time.

BMA policy states that only movies rated "G" may be shown without parental permission. Parents with DVD players in their vehicles are therefore asked to follow this policy when driving on a field trip.

Parents are asked to avoid discussing students with others. Discipline issues should be brought to the teachers' attention for appropriate follow- through. Other concerns regarding the field trip should be brought to the teacher or campus Principal.

Chaperone Responsibilities & Expectations

These enriching field trips would not be possible without the support of BMS parent/guardian chaperones. It is a responsibility that should be taken very seriously, as chaperones are responsible for the safety of other children.

Being safe on a field trip means:

- Chaperones are expected to have supervision over their designated group at all times. In the event a parent/guardian needs to take a break, to use the restroom for example, another cleared chaperone should be asked to watch their group during that time.
- Chaperones are asked to be aware of all BMA students on the trip. The safety of the children is everyone's responsibility. On overnight trips, chaperones are expected to have supervision of their group during all waking hours. Chaperones should be available to assist with a student or students in the event of an issue or emergency during the night and be capable of alerting the classroom teacher if necessary.

- No alcohol is to be consumed for the duration of the field trip. If a chaperone is taking prescription or non-prescription medication that would alter a person's state of being, the chaperone is required to inform the teacher prior to the trip. In some instances, this may prohibit a parent/guardian from chaperoning on the trip.

Being Respectful on a field trip means:

- Follow the lead of the teacher and model appropriate behavior at all times.
- Treat all students with grace and courtesy.
- Confidentiality must be observed at all times.
- Adults are to dress appropriately for the trip: proper footwear, properly fitting clothes that are neither too tight nor too loose and that cover the body adequately.

Siblings

As stated previously, field trips are an important part of the educational experience. Field trips are grade level and curriculum specific, and children anxiously await their opportunity to attend these special events. Siblings may not be included in their sibling's field trip experience.

Information Technology / Electronic Resources

Current technology is modifying the way in which information is accessed, communicated, and transferred. These changes may also alter instruction and student learning. BMA offers students access to technologies that may include electronic mail (through Internet access), Internet connections, and equipment, such as computers and multimedia hardware, in the technology work area of the classrooms.

With the access to computers comes the availability of materials that may not be considered appropriate in the classroom. On a global network it is nearly impossible to control all materials available. Ultimately, the school staff, parents, and guardians of minors are responsible for setting and conveying the standards that students should follow when using these technology resources. BMA supports and respects each family's right to decide whether or not to allow their student access to any part of these technologies.

The Children's Internet Protection Act (CIPA) addresses concerns about access in schools and libraries to the Internet and other information. For any school or library that receives discounts for Internet access or for internal connections, CIPA imposes certain requirements, but does not require the tracking of Internet use by minors or adults. Although BMA does not receive such funds, we are taking every effort to follow CIPA's guidelines to restrict:

(a) the access by minors to inappropriate matter on the Internet and World Wide Web; the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
(b) the unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
(c) the unauthorized disclosure, use, and dissemination of personal information regarding minors; and
(d) minors' access to materials inappropriate or harmful to them.

Technology Use - Rules and Responsibilities

The school discipline and behavior guidelines, as well as this document, govern access to and use of media technology. Students will be held accountable for any misuse or abuse of any school materials or resources.

The technologies provided are for students to conduct research, enrich educational experiences, and communicate with others in relation to school work. Access to technological services is given to students who agree to act in a considerate and responsible manner. Parent/guardian permission is required. Access is a privilege, not a right. Therefore, based upon the acceptable use guidelines outlined in this document, the system administrator and or staff will deem what is inappropriate use, and their decision is final. The administration or staff may deny, revoke, or suspend specific privileges or deem other consequences necessary.

Individual users are responsible for their use of the technologies available to them. The use of these tools must be in support of education and research and must be consistent with academic expectations of BMA. Transmission of any material in violation of federal or state laws or regulations including copyrighted, threatening, or obscene material is prohibited.

BMA maintains a public website. Intranet web pages may be established and maintained by staff with secondary responsibilities given to students who have the skills necessary. All content will be approved by BMA staff before posting.

The user is expected to abide by the following rules of etiquette:

- Be polite. Do not write or send abusive messages. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
- Be respectful with regard to others' work; the user will not view, alter or otherwise modify someone else's data. This includes documents opened or contained within work folders.
- Altering the operating system, as well as general visual appearances to a technology is prohibited. Such changes may include but are not limited to screensavers, background, sounds, passwords, display setting, network setting, etc.
- Transmission of obscene materials is prohibited. Sending or receiving offensive messages or pictures from <u>any</u> source will result in immediate suspension of privileges with an administrative review.
- Do not reveal personal information about yourself or other students.
- Electronic mail is not guaranteed to be private. Users should only access personal mail when appropriate permission from staff is obtained and no other users need the technology for school use.
- Do not use the network in a way that would disrupt the use of the other network users.
- Malicious attempts of vandalism to harm or destroy data or equipment will not be tolerated.
- Use of personal data or equipment will not be allowed without prior approval. Additionally, proof of current and regular updates on Anti-virus protection, as well as regular disk scans, is required prior to use once approval is obtained.
- Downloading or uploading of any kind requires prior approval. Such loading may include items from the internet, flash drives, external hard drives, etc.
- Games are strictly prohibited.

Violation of any of the above mentioned rules and responsibilities will result in a loss of access and may result in other disciplinary or legal actions.

Personal Items at School

BMA assumes no responsibility for lost or stolen items.

Toys and Sharing

Participating in sharing at group time enables children to feel important and special. It also facilitates verbal expression. Good suggestions for sharing may be seashells, rocks, library or special books, pictures or treasures from a trip. Please consult with your child's teacher regarding sharing policies for a particular class. Read the weekly updates and monthly newsletters to discover sharing suggestions relating to the units of study for the month. We do ask that toys be kept at home, or leave them in the car, as they often create distractions and possible power struggles between other students when they are brought to school.

Extra Changes of Clothes

Students are encouraged to bring appropriate changes of clothes to store in their cubbies for emergency use; most especially with TK/Kindergarteners. Teachers will communicate with parents/guardians as the clothes are used and need to be restocked. Please remember to label all items with the student's name and send them to school in a plastic bag or other disposable/reusable carrier.

Other Personal Items at School

Toys, trading cards, electronic games and other personal items unrelated to the student's daily schoolwork should be left at home. These items tend to create disruptions at school and will be held by the teacher and returned to the parents/guardians at the end of the school day.

Trading cards, such as Pokémon and Yugioh are not permitted. They will be confiscated and returned to a parent/guardian at the end of the school day if brought to school.

Students are discouraged from bringing cell phones and other items of value to school Cell phones, iPods, gaming systems and the like, are to remain off and out-of-sight during school hours and may only be used once the student has left the school grounds. Cell phones may be used only in the following circumstances:

- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

BMA has Chromebooks for student use. Personal laptops are not allowed. In the event parents/guardians feel the necessity of their child to have such items, the Principal should be contacted to discuss their child's personal circumstances. Once approved, these items are to remain in the student's backpack until the end of the school day. ***If the student uses such items during school hours without teacher or administrator permission, it will be confiscated and returned to the parent/guardian only at the end of the schoolday.***

Student Freedom of Speech/Expression

BMA believes that free inquiry and exchange of ideas are essential parts of a democratic education. We respect students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

Students shall have the right to exercise freedom of speech and of the press including, but not limited to the: (1) use of bulletin boards; (2) distribution of printed materials or petitions; (3) wearing of buttons, badges, and other insignia; and (4) right of expression in official school publications. "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The Principal or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incites students as to create a clear and present danger of the commission of unlawful acts at school-sponsored activities or events, the violation of school rules, or substantial disruption of the school's orderly operation. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace

Off-campus student expression, including but not limited to student expression on non-school sponsored internet web sites, personal social media or email accounts, or via text messages sent on a personal device outside of school hours, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

Please see the Student Freedom of Speech and Expression Policy located on the school's website at www.bellamentecharter.org.

Work Permits

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining

these rights is available at: https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-RightsFINAL.pdf

Student Records, Including Records Challenges and Directory Information

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

   Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Executive Director or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Executive Director must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve

on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigrationenforcement purposes, except as required by law or court order.

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

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from a student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

2. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record

that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;

4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
10. Persons who need to know in cases of health and safety emergencies;
11. State and local authorities, within a juvenile justice system, pursuant to specific State law;
12. A foster family agency with jurisdiction over a currently enrolled or former student, a shortterm residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
13. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. Student's address
3. Parent's/guardian's address
4. Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph/video

8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment.

Please notify the Executive Director at: efeeley@bellamentecharter.org. A copy of the complete Policy is available upon request at the Front Office.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"[4]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[5]) and will:

1) Be used to provide pupils and families with direct access to online tools and resources.
2) Enable a pupil to transmit information shared with the CCGI to both of the following:
   a. Postsecondary educational institutions for purposes of admissions and academic placement.
   b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

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

[4] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

[5] CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

BELLA MENTE ACADEMIES TECHNOLOGY USE AGREEMENT
ACCEPTABLE COMPUTER AND INTERNET USE POLICY - STUDENT

NETWORK AND ONLINE RESOURCES

1. The use of the BMA computer network is not intended for private or commercial business use, financial gain, political, or religious purposes. Any such use is prohibited.
2. Use of the network for illegal activity is prohibited.
3. Use of the network that results in the violation of copyright laws is prohibited.
4. Use of the network for purposes other than those set by faculty is prohibited including online games, chat (instant messaging), or browsing the Internet for any purpose other than school related.
5. Use of the network to access obscene, pornographic, hateful, or otherwise inappropriate material is prohibited.
6. Sending material likely to be offensive or objectionable is prohibited.
7. Using programs that harass network users or infiltrate a computing system and/or damage the software components is prohibited. (Including, but not limited to any type of hacking software)
8. BMA reserves the right to review any material stored on any system provided by the school and to edit or remove any material. Students should not have any expectation of privacy in their activities while using BMA equipment or systems.
9. Personal devices including laptops, tablets, or mobile devices may not be connected to the network unless a student has received prior written approval from a teacher or school administration. Use of school resources (such as the Internet) through a personal device must be in compliance with all school policies.

AGREEMENT

Student

1. Inappropriate Use. Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
2. Playing games or online gaming.
3. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
4. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
5. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
6. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
7. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
8. Conducting for-profit business.

9. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
10. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
11. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
12. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
13. Supervision - I will not use the BMA Computer Network or any associated system without the permission and supervision of school staff.
14. Language - I will use appropriate language when using email, newsgroups, chat, journals, blogs or instant messaging or any other forms of communication. I will not use profanity or any language that is offensive to anyone. I will always be mindful that I am a representative of our school.
15. Network Etiquette - I will not send, or encourage others to send, discourteous or abusive email messages. I will not send messages, especially widely distributed messages, the receipt of which I have reason to believe would be unwelcome to recipients. I will use all forms of communication on the network and off the network in a manner that is not offensive to any person or group.
16. Vandalism and Inappropriate Use - I will not use the system to practice vandalism. Vandalism includes any malicious attempt to harm or destroy the property, including data, of any user or system on the network or the Internet. Uploading or downloading very large files from the Internet is not appropriate.
17. Privacy - I will not reveal passwords, home address, or personal phone numbers. I will not use the system to electronically publish or distribute pictures of myself or others or materials created by others without appropriate permission.

Trespassing - I will not attempt to access the system or any data on the system without authorization. This includes, but is not limited to, accessing the network using an account other than my own, including email accounts. I will not log in to a computer with anyone else's name and password. I will not leave a computer without logging off. I will not attempt to guess someone else's password.

No Expectation of Privacy. Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agreed upon use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

1. **Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
2. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
3. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
4. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available.

Parent/Guardian

I give permission to BMA to issue an email and network user account and certify that my child and I have read and understand the information contained in this agreement and agree to abide by all rules set forth in this agreement.

I hereby fully indemnify, release and hold harmless BMA and any of its personnel from any and all claims and damages of any nature arising from my child's use of, or inability to use, the BMA network. I will instruct my child regarding the rules of use contained in this document and understand and agree that the agreements contained herein are incorporated into BMA Board policies. I understand that it is impossible for BMA to completely restrict access to all controversial materials and I will not hold the school responsible for materials accessed on the internet.

I accept full responsibility if and when my child's use of technology is not in a school setting and understand that my child is subject to the same rules and agreements while not at school. I understand that BMA encourages parents and guardians to supervise and monitor any online activity. I am aware of my child's account information and passwords for Google Docs.

I further understand that I will be responsible for the cost of repair or replacement if my student loses or damages the BMA-provided devices beyond normal wear and tear.

Parent/Guardian Name and Signature:

_____ Date: _____

Student Name and Signature:

_____ Date: _____

Appendices Employee-Student Relations Policy

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate boundaries. If a student specifically requests that he or she not be touched, then that request should be honored to the extent possible.

Boundaries Defined

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student/staff relationship is deemed an abuse of power and a betrayal of public trust.

Unacceptable and Acceptable Behavior

Some activities may seem innocent from an employee's perspective, but may be perceived as an inappropriate interaction from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as inappropriate or sexual misconduct or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Employees must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.

Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

(a) Unacceptable Behavior

This list (and any subsequent lists) is not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy:

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal

or School Leader. It is recommended that any such gifts be approved by Human Resources along with the rationale they are for;

- Kissing of ANY kind;
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan);

- Full frontal or rear hugs and lengthy embraces;
- Sitting students on one's lap (grades 3 and above);
- Touching buttocks, thighs, chest or genital area;
- Wrestling with students or other staff member except in the context of a formal wrestling program;
- Tickling or piggyback rides;
- Any form of sexual contact;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from School;
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such conduct;
- "Dating" or "going out with" a student;
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online;
- Leaving campus alone with a student for lunch;
- Undressing in front of a student;
- Making, or participating in, sexually inappropriate comments;
- Sexual jokes or jokes/comments with sexual overtones or double entendres;
- Sharing a bed, mat, or sleeping bag with a student;
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of a school employee;
- Listening to or telling stories that are sexually oriented;
- Discussing your personal troubles or intimate issues with a student;
- Becoming involved with a student such that a reasonable person may suspect inappropriate behavior;
- Giving students a ride to/from School or School activities without the express, advance written permission of the Executive Director and the student's parent or legal guardian;
- Being alone in a room with a student at the School with the door closed and/or windows blocked from view;
- Allowing students at your home and/or in rooms or areas within your home without signed parental permission for a preplanned and pre-communicated educational activity which must include the presence of another educator, parent, or designated School volunteer;
- Excessive attention toward a particular student;
- Mirroring the immature behavior of minors;
- Sending e-mails, text messages, instant messages, social media messages, or letters to students or making phone calls or sending notes if the content is not about School activities. Communication via private social media accounts is prohibited;

-
- Being “friends” with a student on any personal or non-School social media website;
- Communicating with students or parents/guardians in violation of the School’s Social
- Media Policy;

  Engaging in inappropriate and/or unprofessional communications with students on School social media;
- Using profanity with or to a student;
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee’s employment issues; and
- Inflicting, or causing to inflict, corporal punishment upon a student. “Corporal punishment” means willful infliction of, or willfully causing the infliction of, physical pain on a pupil.

(b) Acceptable Behavior

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Pats on the shoulder or back;
- Side hugs;
- Handshakes;
- “High-fives” and hand slapping;
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact;
- Obtaining parents’ written consent for any after-school activity on or off campus (exclusive of tutorials);
- Placing TK through second grade students on one’s lap for purposes of comforting the child for a short duration only;
- Holding hands while walking with small children or children with significant disabilities;
- Assisting with toileting of small or disabled children in view of another staff member;
- Touch required under an IEP or 504 Plan;
- Reasonable restraint of a violent person to protect self, others, or property;
- Obtaining formal written pre-approval from Principal to take students off School property for activities such as field trips or competitions, including parental written permission and waiver form for any sponsored after-school activity whether on or off campus;
- E-mails, text messages, phone conversations, and other communications, if permitted, to and with students must be professional and pertain to School activities or classes (communication should be initiated via transparent, non-private School-based technology and equipment);
- Keeping the door wide open when alone with a student;
- Keeping reasonable and appropriate space between you and the student;

-
- Stopping and correcting students if they cross your own personal boundaries (including touching your legs, or buttocks, frontal hugs, kissing or caressing);
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior;
- Keeping after-class discussions with a student professional and brief;
- Immediately asking for advice from senior staff or administrators (such as the Principal) if you find yourself in a difficult situation related to boundaries;

  Involving your supervisor if conflict arises with a student;
- Involving the Principal in discussions about situations related to boundaries that have the potential to become more severe (including, but not limited to, grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult);
- Making detailed notes about an incident that, in your best judgment, could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers;
- Asking another employee to be present if you will be alone with any student who may
- have severe social or emotional challenges;
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours;
- Prioritizing professional behavior during all moments of student contact;
- Asking yourself if any of your actions which are contrary to these provisions are worth sacrificing your job and career.

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio-Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Reporting Violations

When any employee becomes aware of another employee (or volunteer, guest or vendor) having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must promptly report the suspicion to the Principal or Human Resources. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in

-

which a student appears to be at risk for sexual abuse. All reports will be kept as confidential to the extent Possible.

Title IX

Bella Mente Montessori Academy ("Bella Mente") does not discriminate on the basis of sex in any of its programs or activities. Title IX of the Education Amendments of 1972 prohibits Bella Mente from discriminating in such a manner. This prohibition extends to admission, employment, and all programs and activities of Bella Mente. Bella Mente has designated the following individual as its Title IX Coordinator to receive complaints of sex discrimination, including sexual harassment:

Susan Croniser

Administrative Assistant – HR
1737 W. Vista Way, Vista, CA 92083
Phone: 760-621-8931
Email: scroniser@bellamentecharter.org

Inquiries about the application of Title IX may be referred to the Bella Mente Title IX Coordinator or to the Assistant Secretary for Civil Rights at the U.S. Department of Education, or both.

BELLA MENTE MONTESSORI ACADEMY
TITLE IX POLICY AND GRIEVANCE PROCEDURES FOR SEXUAL HARASSMENT

Bella Mente Montessori Academy ("Bella Mente") is committed to maintaining a safe and respectful school environment that is free from discrimination and harassment. Title IX of the Education Amendments of 1972 ("Title IX") prohibits discrimination on the basis of sex, including sexual harassment, in Bella Mente's education programs and activities.

This Title IX Policy and Grievance Procedures for Sexual Harassment ("Policy") details Bella Mente's commitment to maintain a learning environment that is free from sexual harassment and provides a grievance process for allegations of sexual harassment as defined under Title IX. Any individual can report sexual harassment at Bella Mente to school staff (e.g., administrators, teachers, etc.) and Bella Mente will take appropriate action in accordance with the law and this Policy.

Sexual harassment is a form of sex discrimination in that it constitutes differential treatment on the basis of sex, and, for that reason, is a violation of state and federal laws and a violation of this Policy. Bella Mente considers sexual harassment to be a major offense which can result in discipline of students and termination of employees.

Definition of Sexual Harassment Under California Law

California Education Code section 212.5 defines sexual harassment as any unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting, under the following conditions:

- Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress.
- Submission to, or rejection of the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.
- The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment.
- Submission to, or rejection of, the conduct by the individual is used as the basis for any decisions affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Sexual harassment under California law may include, but is not limited to:

- Unwelcome verbal conduct such as suggestive, derogatory comments, sexual innuendoes, slurs, or unwanted sexual advances, invitations, or comments; pestering for dates; making threats; or spreading rumors about or rating others as to sexual activity or performance.
- Unwelcome visual conduct such as displays of sexually suggestive objects, pictures, posters, written material, cartoons, or drawings; graffiti of a sexual nature; or use of obscene gestures.
- Unwelcome physical conduct such as unwanted touching, pinching, kissing, patting, hugging, blocking of normal movement, assault; or interference with work or study directed at an individual because of the individual's sex, sexual orientation, or gender.
- Threats and demands or pressure to submit to sexual requests in order to keep a job or academic standing or to avoid other loss, and offers of benefits in return for sexual favors.

Under Education Code section 230, harassment and other discrimination on the basis of sex include, but are not limited to, the following: exclusion of a person or persons from participation in, denial of the benefits of, or subjection to harassment or other discrimination in, any academic, extracurricular, research, occupational training, or other program or activity; and exclusion from participation in, or denial of equivalent opportunity in, athletic programs. The full definition of discrimination and harassment based on sex from Education Code section 230 can be found here: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=230.

The definition of sexual harassment under California law and the definition of Sexual Harassment under Title IX overlap in some areas. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on gender, sex, gender identity or expression, or sexual orientation are eligible to be investigated pursuant to Bella Mente's Uniform Complaint Procedures under California law. However, if any complaints alleging sexual harassment constitute Sexual Harassment as defined under federal law in Title IX (see below), the complaints shall be investigated under the Title IX Grievance Procedures for Sexual Harassment. Bella Mente prohibits retaliatory behavior against anyone who files a sexual harassment complaint or any participant in the complaint investigation process.

Sex Equity in Education Act Statement

Students have all the rights set forth in Education Code section 221.8 (as applicable to Bella Mente's programs). This includes the right to fair and equitable treatment, the right to a school environment without discrimination on the basis of sex, and the right to be provided with an equitable opportunity to participate in all academic extracurricular activities. The description of all rights set forth in Education Code section 221.8 can be found here: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=221.8.

For more information about Gender Equity/Title IX, please visit the following CDE website: https://www.cde.ca.gov/re/di/eo/genequitytitleix.asp.

Title IX Grievance Procedures for Sexual Harassment

I. Scope and Jurisdiction

This Policy's Title IX grievance procedures apply only to conduct that falls within the definition of "Sexual Harassment" under Title IX. Bella Mente employees or students may submit formal complaints of Sexual Harassment for investigation under this Policy. Sexual Harassment under Title IX means conduct on the basis of sex that falls within one or more of the following categories:

1. A Bella Mente employee conditioning the provision of a school aid, benefit, or service on an individual's participation in unwelcome sexual conduct.
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Bella Mente's education program or activity.
3. Sexual assault, dating violence, domestic violence, or stalking (as those terms are defined in 34 CFR section 106.30(a)(3)).

II. Title IX Personnel

Bella Mente has designated the following individual as its Title IX Coordinator to coordinate the investigation and resolution of Sexual Harassment formal complaints as outlined in this Policy:

Susan Croniser
Administrative Assistant – HR
1737 W. Vista Way, Vista, CA 92083 Phone:
760-621-8931
Email: scroniser@bellamentecharter.org

The Title IX Coordinator may designate other individual(s) to fulfill all or part of their duties. In addition to the Title IX Coordinator, the following Title IX Personnel are involved in the grievance process to address formal complaints:

- Investigator: The individual responsible for gathering all evidence related to the formal complaint. This individual will create an "Investigation Report" which will summarize the relevant evidence.

- Decision-Maker: The individual responsible for evaluating evidence in order to make a determination regarding the formal complaint. The Decision-Maker submits a written determination of findings to the parties. The Decision-Maker cannot be a Title IX Coordinator, the Investigator, or any individual involved in the investigation of the formal complaint.
- Title IX Appeals Officer: If applicable, this individual is responsible for evaluating an appeal of the final determination. The Title IX Appeals Officer cannot be a Title IX Coordinator, Investigator, Decision-Maker, or any individual involved in the investigation of the formal complaint.

All Title IX Personnel (i.e., Title IX Coordinator, Investigator(s), Decision-Maker(s), Appeals Officer(s), and any person who facilitates an informal resolution process) will receive training in accordance with Title IX requirements. The Title IX Coordinator must ensure individuals responsible for investigating a formal complaint are neutral.

III. Reporting Allegations of Sexual Harassment

Any individual (e.g., a student or employee who is alleged to be a victim of Sexual Harassment or a parent/guardian of a student who is alleged to be a victim of Sexual Harassment), may report Sexual Harassment directly to the Bella Mente Title IX Coordinator, or to any other available Bella

Mente employee who shall immediately inform the Title IX Coordinator. Reports of Sexual Harassment can be made in-person, by mail, by telephone, by electronic mail, or by any other means that result in a Title IX Coordinator receiving the person's verbal or written report.

IV. Bella Mente's Initial Response to a Report of Sexual Harassment

Upon receipt of any report of Sexual Harassment, the Title IX Coordinator or designee will take the following steps. These steps are offered regardless of whether the complainant submits a formal written complaint:

1. Contact Complainant and Determine Need for Supportive Measures: The Title IX Coordinator will contact the complainant and respondent to discuss the availability of supportive measures to stop the harassment, protect students, and ensure access to the educational program. If a formal complaint was not filed, the Title IX Coordinator shall explain to the complainant the right to file a formal complaint and the process for filing a formal complaint. A formal complaint is one that contains the complainant's physical or digital signature, and it may be filed at any time with the Title IX Coordinator in person, by mail, or by email. A complainant may use the attached Title IX form to submit a formal complaint to the Title IX Coordinator.

   Supportive measures are non-disciplinary and non-punitive and shall be available at any point during the Title IX investigation. Supportive measures may include, but are not limited to: wellness check-ins, counseling services, extension of deadlines or courserelated adjustments, modifications of work or class schedules, changes in work locations, or leaves of absences. The Title IX Coordinator is responsible for implementing the supportive measures.

2. Determine Need for Emergency Removal: The Title IX Coordinator will review the facts to determine whether the respondent (either student or staff) may need to be removed

from the educational program or activity to prevent any further sexual harassment and/or maintain the safety of students and staff.

Bella Mente may determine that removal from the educational program or activity is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations. Bella Mente will conduct an individualized safety and risk analysis before the removal. Bella Mente shall provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.

If the respondent is a student, Bella Mente is subject to applicable laws and school policies regarding involuntary removals, suspensions, and expulsions.

If the respondent is an employee, the employee may be placed on administrative leave during the formal complaint investigation.

V. Initial Review of Formal Complaint

If a formal complaint is filed, the Title IX Coordinator will review the complaint and make an initial determination as to whether it raises allegations that fall within the definition of Sexual Harassment under Title IX as described above. Bella Mente may consolidate multiple formal complaints where the allegations of Sexual Harassment arise out of the same facts or circumstances.

If it does, the Title IX Coordinator will follow this Policy's grievance procedures for formal complaints. If it does not, the Title IX Coordinator will determine whether the complaint should be dismissed (as explained below) and/or investigated pursuant to another applicable Bella Mente policy (e.g., Uniform Complaint Procedures).

At any time after a formal complaint has been filed, but before reaching a determination regarding the allegation, Bella Mente may offer an informal resolution process (such as restorative justice or mediation) to the complainant and respondent. However, the informal resolution process is not available where the complainant alleges that an employee sexually harassed a student. Participation in informal resolution is voluntary.

VI. Mandatory or Permissive Dismissal of Formal Complaint

Under certain circumstances, a complaint must or should be dismissed by the Title IX Coordinator. The Title IX Coordinator will endeavor to make this determination no more than **ten (10) school days** from the date they receive the formal complaint.

1. Mandatory Dismissal: The Title IX Coordinator must dismiss the formal complaint if they determine any of the following:
    a. The alleged conduct would not constitute Sexual Harassment as defined under Title IX even if proved;
    b. The alleged conduct did not occur in Bella Mente's education program or activity; or
    c. The alleged conduct did not occur against an individual in the United States.

2. Permissive Dismissal: The Title IX Coordinator may dismiss a formal complaint if they determine any of the following:
    a. The complainant has notified Bella Mente, in writing, that they would like to withdraw the complaint or any allegations in the complaint;
    b. The respondent is no longer enrolled in, or employed by, Bella Mente; or
    c. Specific circumstances prevent Bella Mente from gathering evidence to reach a determination with regard to the complaint.

Written Notice of Dismissal: If the Title IX Coordinator dismisses the complaint, they must send written notice of the dismissal simultaneously to both parties (complainant and respondent) as follows:

- The written notice should state the reason(s) for the dismissal and inform the parties of their right to appeal in accordance with the procedures described in the "Appeals" section below.
- If the Title IX Coordinator determines another Bella Mente grievance procedure (e.g., Uniform Complaint Procedures) is the appropriate grievance procedure for the complainant's allegation(s), the written notice shall inform the parties (complainant and respondent) of Bella Mente's intent to investigate the complaint through that grievance procedure.

VII. Title IX Grievance Procedures

If the Title IX Coordinator does not dismiss the formal complaint, Bella Mente will initiate the following Title IX Grievance Procedures and issue a Written Decision. Bella Mente will endeavor to complete its investigation and issue a Written Decision within **sixty (60) school days of receipt of the formal complaint**.

1. Send Written Notice of Formal Complaint

The Title IX Coordinator must provide the parties (complainant and respondent) with a Notice of Formal Complaint. The Title IX Coordinator will endeavor to provide this Notice within **ten (10) school days of receipt of the formal complaint**. The notice shall include: (1) a copy of this Policy; (2) a description of the allegations potentially constituting Sexual Harassment with sufficient details known at the time; (3) a statement that the respondent is presumed not responsible for conduct and that a determination regarding responsibility is made at the conclusion of the grievance process; (4) a statement informing the parties of the opportunity to have an advisor of their choice throughout the grievance process and the ability to inspect and review evidence; and (5) a statement informing the parties that they must not knowingly make false statements or submit false information.

2. Investigator Conducts Investigation

The Investigator will gather and review evidence related to the allegations. This can include, but is not limited to, interviewing parties or witnesses, as well as reviewing relevant evidence. The Investigator will not require, request, or rely upon any information protected under a legally recognized privilege, unless the person holding such privilege has waived it.

Written notice of all investigative interviews or other meetings must be provided to any individual whose participation is invited or expected to be provided with sufficient time for the individual to prepare to participate. Notice must include the date, time, location, participants,

and purpose of the meeting. Attendees of such meetings will have the right to be accompanied by an advisor of their choice.

3. Investigator Provides Parties Equal Opportunity to Review Gathered Evidence

The Investigator will provide both the complainant and respondent with an equal opportunity to review the evidence that is directly related to the allegations raised in the formal complaint. The parties will have a period of at least **ten (10) calendar days** before the Investigative Report is provided to the parties to review the evidence, ask the Investigator additional questions, and provide or suggest additional evidence to be considered by the Investigator.

4. Investigator Prepares and Shares Investigative Report

The Investigator will prepare an Investigative Report summarizing the relevant evidence. The Investigative Report is not Bella Mente's final Written Decision. The Investigator will send the Investigative Report to the parties and their advisors, if any, for their review and written response at least **ten (10) calendar days** before issuance of the Written Decision. Bella Mente will inform the parties in writing that they may submit to the Decision-Maker written, relevant questions that the parties want asked of any party or witness. The Decision-Maker is responsible for providing the responses (if any) to these questions to both parties.

5. Decision-Maker Issues Written Decision

The Decision-Maker will endeavor to issue the Written Decision within **sixty (60) school days from the receipt of the formal complaint**. The Decision-Maker will issue a Written Decision to both parties simultaneously. The Decision-Maker uses the "preponderance of evidence" standard (i.e., it is more likely than not that the respondent committed the alleged conduct). The Written Decision will include all of the following:

a. Identification of the allegations potentially constituting Sexual Harassment.
b. A description of the procedural steps taken by Bella Mente during the investigation process (e.g., notifications to the parties, interviews with the parties and witnesses, site visits, or methods used to gather other evidence).
c. Findings of fact supporting the determination.
d. Conclusions regarding the application of Bella Mente's policies to the facts.
e. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions Bella Mente imposes on the respondent, and whether remedies designed to restore or preserve equal access to Bella Mente's educational program will be provided by Bella Mente to the complainant.
f. Bella Mente's procedures and permissible bases for either party to appeal the decision.

6. Remedies

If Bella Mente determines that the respondent engaged in Sexual Harassment, Bella Mente will provide remedies to the complainant, as appropriate. This may include supportive measures. Remedies may also include: transfer from a class; parent/student conference(s); positive behavior support; warnings; detention; and/or formal discipline, such as suspension and expulsion. When an employee is found to have committed Sexual Harassment, Bella Mente will

take appropriate disciplinary action, up to and including termination, in accordance with Bella Mente's policies and as permitted by law.

VIII. Appeals

Either party may appeal Bella Mente's Written Decision, or its dismissal of a formal complaint or any allegation in the complaint, within **five (5) calendar days of the decision**. An appeal may be made on any of the following grounds:

1. A procedural irregularity affected the outcome.
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter.
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against complainant or respondent that affected the outcome of the matter.

Upon receipt of an appeal, Bella Mente will provide a written notification to the other party about the appeal that gives both parties a reasonable, equal opportunity to submit a written statement in support of/challenging the appeal.

The Title IX Appeals Officer (not Decision-Maker, Title IX Coordinator, or Investigator) shall issue a written decision of an appeal, including the rationale for the result, to both parties simultaneously. The Title IX Appeals Officer will endeavor to issue their decision within **thirty (30) calendar days from the receipt of the appeal**.

IX. Record Keeping

Bella Mente will maintain for a period of seven (7) years records pertaining to Title IX Sexual Harassment allegations in accordance with 34 CFR section 106.45(b)(10), as well as all materials used to train Title IX Personnel.

X. Updates

The Superintendent or designee may update, modify, or implement this policy in a manner to comply with applicable law.

Title IX Sexual Harassment Complaint Form

Instructions: This form can be completed by any individual who has knowledge of a sexual harassment conduct occurring within an education program or activity of Bella Mente Montessori Academy ("Bella Mente"). Please complete the information below. Should you need additional space or would like to provide documentation to support the allegations in the complaint, you can attach those to this complaint form. If you have any questions, please contact Bella Mente's Title IX Coordinator listed below.
Contact Information and Complainant's (Victim) Information

Full Name of Person Filing the Complaint: _____

Address:

_____

Phone: _____ Email: _____

Complainant's (Victim) Full Name (if different from above): _____

Respondent's (Accused) Information

Respondent's Full Name: _____

Is the accused a Bella Mente student? ☐ No ☐ Yes

If yes, what is the student's grade and relation to complainant:

Is the accused a Bella Mente staff member? ☐ No ☐ Yes

If yes, what is the staff member's relation to the complainant (e.g., teacher)?

If no, what is the accused's affiliation to Bella Mente?

Details of Complaint

Date of the Alleged Incident(s): _____

Location of Alleged Incident(s): _____

Please describe the facts underlying your complaint. Provide details such as the names of those involved, the dates of the incident(s), whether witnesses were present and the names of any witnesses, etc. Please provide any details which you feel might be helpful to a complaint investigator.

Did the harassment occur at Bella Mente or during a Bella Mente activity? If so, please describe:

Did this incident interfere with your ability to access or participate in Bella Mente programs or activities? If so, please describe:

List the individuals involved in the relevant incident(s):

List any witnesses to the incident(s):

Acknowledgements

By submitting this form to the Title IX Coordinator, I wish to initiate Bella Mente's formal Title IX Grievance Procedures.

Signature of Complainant: _____ Date: _____

Once you have completed this form, please submit it to the Title IX Coordinator:

Susan Croniser
Administrative Assistant – HR
1737 W. Vista Way, Vista, CA 92083 Phone:
760-621-8931
Email: scroniser@bellamentecharter.org

Title IX Complaint Form

Instructions: This form can be completed to request that Bella Mente Montessori Academy ("School") investigate and make a determination about alleged discrimination under Title IX. Please complete the information below. Should you need additional space or would like to provide documentation to support the allegations in the complaint, you can attach those to this complaint form. If you have any questions, please contact School's Title IX Coordinator listed below.

Contact Information and Complainant's (Victim) Information

Full Name of Person Filing the Complaint: _____

Address: _____

Phone: _____ Email: _____

Complainant's (Victim) Full Name (if different from above): _____

Respondent's (Accused) Information

Respondent's Full Name: _____

Is the accused a School student? ☐ No ☐ Yes
If yes, what is the student's grade and relation to complainant: _____

Is the accused a School staff member? ☐ No ☐ Yes
If yes, what is the staff member's relation to the complainant (e.g., teacher)? _____
If no, what is the accused's affiliation to School? _____

Details of Complaint

Date of the Alleged Incident(s): _____ Location of Alleged Incident(s): _____

Please describe the facts underlying your complaint. Provide details such as the names of those involved, the dates of the incident(s), whether witnesses were present and the names of any witnesses, etc. Please provide any details which you feel might be helpful to a complaint investigator.

_____
_____
_____
_____
_____
_____
_____
_____

Did the sex discrimination occur at School or during a School activity? If so, please describe:

_____
_____

Did this incident interfere with your ability to access or participate in School programs or activities? If so, please describe:

_____
_____
_____
_____
_____
_____

List the individuals involved in the relevant incident(s):

_____
_____

List any witnesses to the incident(s):

_____
_____

Acknowledgements

By submitting this form to the School Title IX Coordinator, I wish to initiate School's Title IX Grievance Procedures.

_____

Signature of Complainant Date

Once you have completed this form, please submit it to the Title IX Coordinator:

Susan Croniser
Administrative Secretary II
1737 W. Vista Way
Vista, CA 92083
Phone: 760-621-8931

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III E.27.
TO: Board of Directors
FROM: Director of Compliance
DATE: June 10, 2025

SUBJECT: Review and Approval of Schoolwide Social-Emotional Curriculum

ISSUE: The Choose Love curriculum will replace the Leader in Me curriculum as our source to provide social-emotional lessons for teachers and social emotional learning to our students.

BACKGROUND: Choose Love For Schools™ teaches skills and concepts that are grounded in and support Social and Emotional Learning (SEL), addressing the 5 Core Competencies as defined by Collaborative for Academic and Social Emotional Learning (Self-Awareness, Self-Management, Social Awareness, Relationship Skills, and Responsible Decision-Making Skills). SEL has decades of research validating its tremendous and positive impact on students' social and emotional well-being as well as on academic and personal success.

The Choose Love for Schools program is the FIRST program to align with both Character and Social Emotional Development Model Standards. These competencies are not only helpful in developing well-rounded children and school success, but they are the same competencies used to develop future leaders.

FISCAL IMPACT/ FUNDING SOURCE: $0

RECOMMENDATION: Approve the Schoolwide Social Emotional Curriculum

Respectfully Submitted,

Patrick Broughton
Director of Compliance

edmentum

Date:	06/09/2025
Order Number:	Q-702752
Revision:	1
Order Form Expiration Date:	08/15/2025

ORDER FORM

Customer and Billing Address

Customer No.:	243516
Customer Name:	Bella Mente Montessori Academy
Billing Address:	1737 W Vista Way Vista, CA 92083-2112

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Exact Path: Diagnostic and Learning Path Core Library - Program License	350	07/01/2025	06/30/2026	12
Exact Path: Edmentum Integration	1	07/01/2025	06/30/2026	12
Standards Mastery: Core Library – Program License	280	07/01/2025	06/30/2026	12
Customer Success Services	1	07/01/2025	06/30/2026	12

Subtotal: $23,082.20

Total US Funds: $23,082.20

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the initial License Start Date, if any, applicable to the products listed in the order summary above ("Order Summary") and shall remain in effect through the end of the Term.

To the extent this Order includes Purchases of Enrollment Products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the Order Summary, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section. We reserve the right to pursue collections to the fullest extent permitted by law for sales taxes that have been charged on invoices submitted prior to our receipt of a valid tax exemption certificate.

Date:	06/09/2025
Order Number:	Q-702752
Revision:	1
Order Form Expiration Date:	08/15/2025

ORDER FORM

Invoicing and Payment Terms

The total amount in the Order Summary will be invoiced on the Effective Date.

You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates.

This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at http://www.edmentum.com/standardterms and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect. If this Agreement includes Professional Services, they are more fully described herein, in the Standard Terms and/or on an attached Statement of Work.

Purchase Order

This Agreement is non-cancellable. You will submit a purchase order to us for the full amount of this Order Form or, if applicable, for the amount listed on the first payment due date in Invoicing and Payment Terms, followed by additional purchase orders according to the Invoicing and Payment Terms. Your Order will not be scheduled for delivery until a conforming purchase order referencing this Order Form is submitted.

To the extent applicable, you will submit additional purchase orders ("Subsequent Purchase Orders") within ten (10) days of our notice to you that your Enrollment Products Purchases, in the aggregate, have exceeded the amount identified in the Initial Purchase Order for such products. If we waive a Subsequent Purchase Order requirement, you agree to pay the amounts identified on our invoice.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

Date:	06/09/2025
Order Number:	Q-702752
Revision:	1
Order Form Expiration Date:	08/15/2025

ORDER FORM

Customer Signature

Name (Printed or Typed)

Title

Date

Because learning changes everything.®

ORDER FORM FOR:

BELLA MENTE MONT ACADEMY
1737 W VISTA WAY
VISTA, CA 92083-2112
ACCOUNT NUMBER: 7897331

SUBSCRIPTION/DIGITAL CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

SALES REP INFORMATION:

Riley Longo
riley.longo@mheducation.com
(940) 404-0825

Section Summary	Product Subtotal
Reveal GR 7-8 1-Year Digital	$2,069.76
PRODUCT TOTAL*	**$2,069.76**
ESTIMATED S&H**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL*	**$2,069.76**

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	06/05/2025	ACCOUNT NAME: BELLA MENTE MONT ACADEMY	EXPIRATION DATE:09/03/2025
QUOTE NUMBER:	HNOE-06052025113844-001	ACCOUNT #: 7897331	PAGE #: 1

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Line Subtotal
Reveal GR 7-8 1-Year Digital				
REVEAL MATH COURSE 2 STUDENT DIGITAL CENTER 1YR SUBSCRIPTION	978-1-26-628532-5	35	$26.88	$940.80
REVEAL MATH COURSE 3 STUDENT DIGITAL CENTER 1YR SUBSCRIPTION	978-1-26-628677-3	42	$26.88	$1,128.96
			Reveal GR 7-8 1-Year Digital Subtotal:	**$2,069.76**

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QUOTE NUMBER: HNOE-06052025113844-001 ACCOUNT #: 7897331 PAGE #: 2

Because learning changes everything.®

ORDER FORM FOR:

BELLA MENTE MONT ACADEMY
1737 W VISTA WAY
VISTA, CA 92083-2112
ACCOUNT NUMBER: 7897331

CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

PRODUCT TOTAL*	**$2,069.76**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$2,069.76**

SUBSCRIPTION/DIGITAL CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

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QUOTE NUMBER: HNOE-06052025113844-001 ACCOUNT #: 7897331 PAGE #: 3

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ORDER FORM FOR:

BELLA MENTE MONT ACADEMY
1737 W VISTA WAY
VISTA, CA 92083-2112
ACCOUNT NUMBER: 7897331

SUBSCRIPTION/DIGITAL CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

SALES REP INFORMATION:

Riley Longo
riley.longo@mheducation.com
(940) 404-0825

Section Summary	Product Subtotal
Reveal GR 7-8 3-Year Digital	$4,428.27
PRODUCT TOTAL*	**$4,428.27**
ESTIMATED S&H**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL*	**$4,428.27**

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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Comments:

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QUOTE DATE: 06/05/2025 ACCOUNT NAME: BELLA MENTE MONT ACADEMY EXPIRATION DATE:09/03/2025
QUOTE NUMBER: HNOE-06052025114129-001 ACCOUNT #: 7897331 PAGE #: 1

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Product Description	ISBN	Qty	Unit Price	Line Subtotal
Reveal GR 7-8 3-Year Digital				
REVEAL MATH COURSE 2 STUDENT DIGITAL CENTER 3YR SUBSCRIPTION	978-1-26-652024-2	35	$57.51	$2,012.85
REVEAL MATH COURSE 3 STUDENT DIGITAL CENTER 3YR SUBSCRIPTION	978-1-26-653127-9	42	$57.51	$2,415.42
			Reveal GR 7-8 3-Year Digital Subtotal:	**$4,428.27**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

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ORDER FORM FOR:

BELLA MENTE MONT ACADEMY
1737 W VISTA WAY
VISTA, CA 92083-2112
ACCOUNT NUMBER: 7897331

CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

PRODUCT TOTAL*	**$4,428.27**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$4,428.27**

SUBSCRIPTION/DIGITAL CONTACT:

Susan Croniser
scroniser@bellamentecharter.org
7606218948

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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Terms Of Service

Provisions required by Subscriber State law

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School Purchase Order Number: _____

Name of School Official (Please Print) _____ Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 06/05/2025 ACCOUNT NAME: BELLA MENTE MONT ACADEMY EXPIRATION DATE:09/03/2025
QUOTE NUMBER: HNOE-06052025114129-001 ACCOUNT #: 7897331 PAGE #: 3

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III E. 30.
TO: Board of Directors
FROM: Director of Compliance
DATE: June 10, 2025

SUBJECT: Adoption of Amira as a reading difficulties risk screener

ISSUE: To meet the K-2 mandatory screening requirements of Senate Bill 114.

BACKGROUND: California requires schools to use screenings for all students in Kindergarten through grade 2 to help identify student reading difficulties and to inform instruction, measure progress, identify learning needs, and enable meaningful discussions between parents, guardians, and educators. The Amira dyslexia screener program is a state-approved program that utilizes rapid automatized naming (RAN), the ability to quickly and accurately name a series of familiar items like letters, numbers, colors, or objects. Amira's screening system is not only in line with a cognitive process that plays a crucial role in reading fluency and is often assessed as part of literacy evaluations, but also employs multiple techniques found to be reliable indicators of brain function associated with dyslexia.

FISCAL IMPACT/ FUNDING SOURCE: $0

RECOMMENDATION: Approve the adoption of Amira as a means to meet the K-2 mandatory screening requirements of Senate Bill 114.

Respectfully Submitted,

Patrick Broughton
Director of Compliance

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III F.1.
TO: Board of Directors
FROM: Director of Compliance
DATE: June 10, 2025

SUBJECT: Adoption of Multitudes as a reading difficulties risk screener

ISSUE: To meet the K-2 mandatory screening requirements of Senate Bill 114

BACKGROUND: California requires schools to use screenings for all students in Kindergarten through grade 2 to help identify student reading difficulties and to inform instruction, measure progress, identify learning needs, and enable meaningful discussions between parents, guardians, and educators. The Multitudes screener program is a state-approved program that is not only in line with a cognitive process that plays a crucial role in reading fluency and is often assessed as part of literacy evaluations, but also employs multiple techniques found to be reliable indicators of brain function associated with dyslexia. The El Dorado County Charter SELPA suggests that school districts adopt two reading risk screeners to enable districts to have additional options for higher needs students that may need an additional measure of reading proficiency when determining reading deficiencies.

FISCAL IMPACT/ FUNDING SOURCE: $0

RECOMMENDATION: Approve the adoption of Multitudes as an additional means to meet the K-2 mandatory screening requirements of Senate Bill 114.

Respectfully Submitted,

Patrick Broughton
Director of Compliance

Braydon Knott <Braydon@rrconstruction.com>
to Andrea, me

Good afternoon,

Here are the price breakouts as received from the subs. The storefront is attached.

Retaining Wall

Remove and replace with Douglas Fir embedded in dirt. $6,950

Add $670 to embed posts in concrete

Add $710 to use brown pressure-treated lumber.

Erin chose to use the pressure treater lumber and the concrete embeds.

Total Price includes R&R Markup:

Retaining wall w/fence- $9,025

Storefront system - $10,120

Braydon Knott – Project Engineer

R&R
RICHARD&RICHARD
Construction Company, Inc.

234 Venture Street, Ste. 100, San Marcos, CA 92078

Hardy Glazing, Inc.
1070 - H Commerce St. San Marcos, CA 92078
760-471-4600 471-4646 fax
C-17 # 1061675

PROPOSAL SUBMITTED TO		PHONE	DATE
R & R CONSTRUCTION		760 759-2260	6/3/2025
234 VENTURE ST., STE 100		JOB NAME: BELLA MENTE MONTESSORI ACADEMIES	
SAN MARCOS, CA 92078		JOB LOCATION: 155 EMERALD DR	
ARCHITECT	DATE OF PLANS	VISTA, CA 92083	JOB PHONE

We hereby submit specifications and estimates for:

INCLUSIONS: Measure, furnish, and install one 5'- 5" x 7'-0" pair of medium stile aluminum doors in a class II dark bronze anodized finish manufactured by Arcadia. Doors to have continuous hinges, 1 3/4" x 4" subframe, Adams Rite 8600 panics, 1" dia. pull handle, CRL PR90 surface mounted adjustable closers, std lock cylinder, 1/2" saddle threshold. Glass to be 1" IGU tempered (1/4 solarban 60 #2 - 1/2 spacer - 1/4 clear). Perimter sealants to be DowSil CWS in black. Demo of existing doors. EXCLUSIONS: (1) cleaning and protection (2) theft (3) breakage by others (4) shop drawings (5) board up (6) any other glass not specified above (7) any drywall or flooring work needed due to the new frame installation CLARIFICATIONS: (1) openings to be level, plumb, straight, and square (2) Glass make up will match new glass adjacent to opening

THIS PROPOSAL TO BE A PART OF ANY CONTRACT AGREEMENT

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Nine Thousand Two Hundred …… $9,200.00

Payment to be made as follows:

Standard progress payments within 30 days of billing

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

NOTE: This proposal may be Withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

BrightArrow Technologies
PO Box 7493
Bellevue, WA 98008-1493 USA
4255582100
mbily@brightarrow.com

Estimate

ADDRESS
Bella Mente Montessori Academy
Attn: Gladys Espino
1737 W. Way
Vista,
Vista, CA 92083

ESTIMATE # 1010
DATE 05/06/2025
EXPIRATION DATE 07/01/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
BA_ANNL_MAINT	BrightArrow Notification System Annual Subscription Plan renewal. For year 1 of the agreement cost is $1.65 per student/staff.	477	1.65	787.05
BA_ANNL_MAINT	BrightArrow Notification System Annual Subscription Plan renewal. For year 2 of the agreement cost is $1.70 per student/staff.	0	0.00	0.00
BA_ANNL_MAINT	BrightArrow Notification System Annual Subscription Plan renewal. For year 3 of the agreement cost is $1.75 per student/staff.	0	0.00	0.00

Coverage period is July 1, 2025 - June 30, 2026.

TOTAL **$787.05**

Accepted By

Accepted Date

RICHARD&RICHARD
Construction Company, Inc.

Est. #:	
Project:	**Bella Mente Asphalt Improvement**
Address:	1737 West Vista Way
	Vista, CA, 92084
Date:	6/5/2025
Attention:	Erin Feeley
Phone:	951-816-9083
Email:	efeeley@bellamentecharter.org

Bella Mente Asphalt Improvement

No.	CSI Code	Trade	General Conditions	Building	Total
1	00102	**Project Supervision**	3,500		3,500
2	00104	**Project Administrator**	727		727
3	00107	**Vehicles**	250		250
4	00108	**Fuel**	95		95
5	00126	**Procore/Sage**	75		75
6	00127	**Cell Phones**	40		40
7	00136	**Drinking Water**	25		25
8	00145	**Traffic Control**	200		200
9	00158	**Misc. Materials**	100		100
10	02510	**Asphalt Paving**		81,077	81,077
		4" remove & replace, 3 areas, 2,147 SF 2" grind, sweep, tac, & overlay, 1 area, 1,104 SF 6" Type A Berm, 150 LF 4 ea speedbumps 18"W x 3"H x 32'L 1 coat of guardtop seal or equal, 2 moves, 65,371 SF Excludes crackfill Remove & replace truncated dome, 1 area 1,200.00 Repaint curbs 1,300.00 Restripe parking lot as is, 2 phases 14,400.00 Restripe playgrounds per existing, 1 phase. Includes US Map & Snake ($9,075)			
11		Subtotal	5,012	81,077	86,088
12	210001	Insurance	75	1,216	1,291
13		Subtotal	5,087	82,293	87,380
14	210002	Overhead	305	4,938	5,243
15		Subtotal	5,392	87,230	92,622
16	210003	Profit	324	5,234	5,557
17		Total	5,715	92,464	98,180

PROPOSAL FOR CONSTRUCTION

Name: Bella Mente Roof TI

Attention: Erin Feeley

Address: 1737 West Vista Way, Vista, California 92078

Phone: (760) 621-8931

Email: efeeley@bellamentecharter.org

Richard & Richard Construction Co., Inc. “Contractor”, hereby offers to contract with Bella Mente Montessori Academy “Owner”, to furnish, and arrange for the delivery of long lead time materials necessary to improve the premises located at: 1737 West Vista Way, Vista, California 92078, according to the following specifications.

Scope of Work:

Asphalt

1. Removal and replacement of major damaged asphalt using 4" of new asphalt (The total surface of major damages is to be delimited - This was estimated about 64 SF, TBC by the walk-in observations)

2. Front Parking Lot: Clean and sealcoat the area, Paint 6 white arrows, 1,060 lineal feet of white line, 39 double white parking lines, 459 lineal feet of white curb, and 100 lineal feet of yellow hashed walkway.

3. Pickup Parking Lot: Clean and sealcoat, Paint 28 white arrows, 1 van accessible handicap stall, 1 regular handicap stall, 1,642 lineal feet of white line, 575 lineal feet of yellow hashed walkway, 250 lineal feet of red curb, 100 lineal feet of blue hashed walkway, 64 double white parking lines, and 305 lineal feet of yellow line.

4. Playground: Clean and sealcoat. Playground striping should be done by school but please provide an optional estimate for this based on walk-in observations.

5. Lunch Area: Clean and sealcoat. Playground striping should be done by school but please provide an optional estimate for this based on walk-in observations

6. Remove and replace the truncated dome in pick-up lot

7. Install AC berm (curb) along the perimeter of the building at the pick-up area

8. Painting of curbs

The construction documents are as follows:

1. Exhibit A – Schedule of Values

The price for all labor and materials is $99,967

Payments are to be made as follows: Invoice to the owner by the end of the month for work completed, payable by the 15th of the following month, and full payment due within 35 days of substantial completion.

Any and all material or labor furnished at the request of the Owner, or is a condition not reasonably observed by the Contractor, which is not included within the Scope of Work and construction documents set forth above shall constitute extra work. Owner agrees to pay the cost thereof, plus fifteen percent (15%) which will be added to the next billing due from the Contractor.

The Owner understands that this written contract constitutes the entire agreement between the Owner and Contractor; it may not be altered or supplemented without a written agreement to such effect signed by the Owner and Contractor. No verbal understandings and agreements have been made by either party which are not incorporated in the terms of this written contract.

Owner agrees that in the event of a cancellation of this agreement after the right of rescission has expired and before full performance by Contractor, Owner shall pay Contractor as damages, all costs of labor and material incurred by Contractor to the date of the cancellation plus a reasonable profit and overhead.

In the event either party retains an attorney to enforce any of the provisions of this agreement, including the need to file legal action, the prevailing party shall be entitled to recover all reasonable attorneys' fees therein incurred.

This contract is based on a complete job and any surplus material remaining is the property of the Contractor.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard construction practices. Owners to carry builder's risk insurance. Contractor to provide general liability and worker's compensation insurance.

Respectfully Submitted: Jeremy Palmer Project Manager R&R Construction

---

Acceptance of Offer by Owner:

The above prices, specifications, and terms are satisfactory and are hereby accepted and agreed to.

Name: _____

Title: _____

Signature: _____

Date: _____

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.0. Box 26000, Sacramento, CA 95826.

CONTRACT AMENDMENT

☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** Pages

Renewal (Extension Number)	Agreement Number (Base year)
2	**2023**

1. This Extension Agreement is entered into between the School Food Authority and Contractor named below:

SCHOOL FOOD AUTHORITY'S NAME
Bella Mente Montessori Academy

FOOD SERVICE MANAGEMENT COMPANY'S NAME
TopNCatering LLC

2. Base year contract term: Effective date: July 1, 2023 Expiration date: June 30,2024

Amendment year:2025-2026: Effective date: July 1,2025 Expiration date: June 30,2026

3. The maximum dollar amount of this contract is equal to the fixed cost per meal multiplied by the number of meals:
$ (maximum dollar amount) $235,633.41

4. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: **(Note: This section is used to indicate the current cost per meal. Please include your cost per meal table.)**

Section C of the Base Agreement is modified as follows:

Meal Type	Fee Per Meal	Annual Meals(EST)	Annual Cost(Est)
Breakfast	$2.58	28,785	$74,265.30
Lunch	$3.96	37,121	$146,999.16
Snack	$1.11	12,945	$14,368.95

FOOD SERVICE MANAGEMENT COMPANY	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* TopNCatering LLC	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 6190 Fairmount Ave Suite G, San Diego, CA 92120	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Bella Mente Montessori Academy	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

INSTRUCTIONS FOR USE:

1. Enter renewal number (also known as extension number). The contract can only be extended four times. Indicate the extension by entering 1 for year 1 of the extension from the base year or 2, 3 or 4.

2. Enter agreement number. Every agreement (contract) should have a number assigned to identify that contract. If there is not an agreement number, identify the contract by the year of the contract also known as base year.
3. Item 1: Enter the contractor's and the school food authority's name.
4. Item 2: Enter the base year terms and the current extension terms. The term is the effective and expiration dates
.
5. Item 3: Enter the maximum dollar amount.
6. Item 4: Indicate **the current cost per meal**. Include the cost per meal table.
7. The contractor's and school food authority's authorized signer should be identified, and signatures provided.

2024-25 and 2025-26 Education Protection Account (EPA)

RESOLUTION OF THE GOVERNING BOARD OF

Bella Mente Montessori Academy

BACKGROUND:

The voter's approved Proposition 30, which established the Education Protection Account (EPA). All temporary tax revenues collected from Proposition 30 over the next seven years for income tax and four years for sales tax, will be collected into the Education Protection Account and distributed to K-12 and Higher Education. There are several requirements for spending determination, disclosing and reporting on the use of the EPA funds. The board of directors must determine the use of the EPA funds in an open session of a public meeting through the attached resolution.

The EPA funds must be accounted for separately and not used for administrative costs. Increased cash management planning and analysis should also be emphasized with the establishment of the EPA due to the timing of revenues received. Additionally, the charter is required to annually report on their website an accounting of the EPA funds received and how those funds were spent. The budget implication is additional revenue that cannot be spent on administrative expense.

ACTION:

BE IT RESOLVED that the Education Protection Account funds to be received by Bella Mente Montessori Academy FY 2025-26 in the amount of approximately $81,792 will be used on Certificated Teacher Salaries, thus solely for instructional, non-administrative expenses.

PASSED AND ADOPTED at a meeting of the Board of Directors of Bella Mente Montessori Academy.

In 2024-25, the school received approximately $82,108 in Education Protection Account (EPA) Funding. These funds were spent exclusively on certificated teacher salaries.

BELLA MENTE MONTESSORY ACADEMY
BOARD OF DIRECTORS AGENDA ITEM
Action Item

RECOMMENDATION: Approve application for the 2025-26 Consolidated Application Funds listed below.

BACKGROUND INFORMATION:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, each local educational agency (LEA) submits the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The 2025-26 ConApp is available for completion and application. Therefore, the action on this document is being taken to approve the application for these funds.

CURRENT INFORMATION:

Title I, Part A Basic Grant- ESSA
Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's challenging academic standards. Title I-funded schools are either Targeted Assistance Schools (TAS) or Schoolwide Program (SWP) schools

Title II, Part A, Teacher Quality
Funds are designated to ensure compliance with professional development activities and to support teachers meeting state and ESSA credentialing requirements.

Title III, Part A, Language Instruction for English Learner
Funds are designed to ensure that all English Learning students attain English proficiency, develop high levels of academic attainment in English, and meet the same challenging state academic standards as all other students.

Title III, Part A, Immigrant Students
Funds are designed to be specifically targeted to eligible immigrant students and their families through the provision of supplementary programs and services for the underlying purpose of assuring that these students meet the same challenging grade level and graduation standards as mainstream students.

Title IV, Part A, Student Support

This program provides funding to improve students' academic achievement by increasing school district capacity to:

1. Provide all students with access to a well-rounded education;
2. Improve school conditions for student learning; and
3. Improve the use of technology in order to improve the academic achievement and digital literacy of all students.

Bella Mente Montessori Academy FY25-26 Budget

	CATEGORY	ESTIMATED ACTUALS	2025-26 Preliminary Budget	ESTIMATED ACTUALS & 2025-26 VARIANCE
	TOTAL ENROLLMENT	424	426	2
	AVERAGE DAILY ATTENDANCE	411	409	(2)
REVENUE	State LCFF Revenue	5,432,412	5,544,359	111,946
REVENUE	Federal Revenue	335,266	330,708	(4,557)
REVENUE	Other State Revenue	1,920,025	1,726,889	(193,136)
REVENUE	Local Revenue	311,999	210,000	(101,999)
REVENUE	**TOTAL REVENUE**	**7,999,702**	**7,811,956**	**(187,747)**
EXPENSES	Certificated Salaries	2,915,972	2,787,609	(128,364)
EXPENSES	Classified Salaries	989,402	1,089,473	100,071
EXPENSES	Benefits	896,631	874,512	(22,119)
EXPENSES	*TOTAL PERSONNEL EXPENSES*	*4,802,005*	*4,751,594*	*(50,412)*
EXPENSES	Books and Supplies	438,009	438,009	-
EXPENSES	Services and Other Operating Expenses	2,247,034	2,141,839	(105,195)
EXPENSES	Capital Outlay	435,000	440,000	5,000
EXPENSES	Other Outgoing	690,000	690,000	-
EXPENSES	*TOTAL OTHER EXPENSES*	*3,810,044*	*3,709,848*	*(100,195)*
EXPENSES	**TOTAL EXPENSES**	**8,612,049**	**8,461,442**	**(150,607)**
SUMMARY	**SURPLUS\(DEFICIT)**	(612,347)	(649,486)	(37,140)
SUMMARY	*% of Expenses*	*-7.1%*	*-7.7%*	
SUMMARY	BEGINNING FUND BALANCE	$ 7,580,266	$ 6,967,919	
SUMMARY	**ENDING BALANCE**	**$ 6,967,919**	**$ 6,318,433**	
SUMMARY	*% of Expenses*	*81%*	*75%*	

Bella Mente Montessori Academy
Revenue Detail

Obj Code	CATEGORY	ESTIMATED ACTUALS	2025-26 Preliminary Budget	ESTIMATED ACTUALS & 2025-26 VARIANCE
	LCFF		**LCFF**	
8011	LCFF; state aid	3,423,492	3,538,966	115,474
8012	LCFF; EPA	82,108	81,792	(316)
8096	In-Lieu of Property Taxes	1,931,032	1,923,601	(7,432)
8019	Prior Year Income/Adjustments	(4,220)	-	4,220
	Total LCFF	5,432,412	5,544,359	111,946
	FEDERAL		**FEDERAL**	
8181	Special Education - Entitlement	73,568	69,010	(4,557)
8182	Special Education - Mental Health	-	-	-
8220	Federal Child Nutrition	135,586	135,586	-
8290-5314	Child Nutrition Equipment	-	-	-
8291	Title I	92,225	92,225	-
8292	Title II	11,960	11,960	-
8293	Title III	11,927	11,927	-
8294	Title IV	10,000	10,000	-
8299	Prior Year Federal Revenue	-	-	-
	Total Federal	335,266	330,708	(4,557)
	STATE		**STATE**	
8520	State Child Nutrition Program	68,608	68,608	-
8550	MANDATE BLOCK GRANT 9-12	8,235	8,392	156
8560-1100	Unrestricted Lottery	77,561	78,111	550
8560-6300	Restricted Lottery	33,299	33,535	236
8590-6546	MENTAL HEALTH	19,896	19,896	-
8590-2600	ELOP	310,707	300,000	(10,707)
8590-6053	Universal TK	-	-	-
8590-6331	CCSPP - Planning Grant	90,320	-	(90,320)
8590-6762	Arts, Music, and Instructional Materials Block Grant	93,206	122,960	29,754
8590-6770	Arts and Music Prop 28	61,312	60,000	(1,312)
8590-7032	KIT Funds	37,588	-	(37,588)
8590-7435	Learning Recovery Emergency Block Grant	236,188	153,165	(83,023)
8590-7815	Literacy Screenings	-	-	-
8591	SB 740 Revenue	517,500	517,500	-
8599	Prior Year State Income/Adjustments	3,101	-	(3,101)
8792	SPED State/Other Transfers of Apportionments from	362,504	364,722	2,218
	Total State	1,920,025	1,726,889	(193,136)
	LOCAL		**LOCAL**	
8639	Student Lunch Revenue	-	-	-
8650	Rental Income	23,263	-	(23,263)
8660	Interest Income	201,338	150,000	(51,338)
8682	Foundation Grants/Donations	10,187	10,000	(187)
8684	Student Body (ASB) Fundraising Revenue	-	-	-
8685	School Site fundraising	38,489	25,000	(13,489)
8688	In Kind Contributions	2,460	-	(2,460)
8699	All Other Local Revenue	36,262	25,000	(11,262)
8982	Foundation Grants/Donations	-	-	-
	Total Local	311,999	210,000	(101,999)
	TOTAL REVENUE	7,999,702	7,811,956	(187,747)

Bella Mente Montessori Academy Expense Detail

Obj Code	CATEGORY	ESTIMATED ACTUALS	2025-26 Preliminary Budget	ESTIMATED ACTUALS & 2025-26 VARIANCE
	CERTIFICATED SALARIES		**CERTIFICATED SALARIES**	
1100	Teacher Salaries	2,145,500	2,143,307	(2,194)
1120	Substitute Expense	133,830	-	(133,830)
1200	Certificated Pupil Support Salaries	147,297	149,745	2,449
1300	Certificated Supervisor and Administrator Salaries	489,346	494,557	5,211
1900	Other Certificated Salaries	-	-	-
	Total Certificated	2,915,972	2,787,609	(128,364)
	CLASSIFIED SALARIES		**CLASSIFIED SALARIES**	
2100	Instructional Aide Salaries	316,318	424,968	108,651
2200	Classified Support Salaries (Maintenance, Food)	161,221	121,052	(40,169)
2300	Classified SupervisorandAdministrator Salaries	187,357	163,038	(24,319)
2400	Clerical,Technical and Office Staff Salaries	317,727	338,770	21,043
2900	Other Classified Salaries	6,779	41,645	34,866
	Total Classified	989,402	1,089,473	100,071
	BENEFITS		**BENEFITS**	
3101	State Teachers' Retirement System, certificated positions	-	-	-
3102	Employer STRS Classified	-	-	-
3201	Employer PERS Certificated	-	-	-
3202	Public Employees Retirement System	-	-	-
3301	OASDI/Medicare Certificated	223,072	213,252	(9,820)
3302	OASDI/Medicare Classified	75,689	83,345	7,655
3401	Health & Welfare Benefits Certificated	282,647	286,348	3,701
3402	Health & Welfare Benefits Classified	105,719	79,799	(25,920)
3403	Health & Welfare Benefits	12,993	-	(12,993)
3501	State Unemployement Certificated	14,476	14,528	52
3502	State Unemployement Classifd	12,114	13,166	1,052
3503	State Unemployement	-	-	-
3601	Worker Compensation Insurance Certifcated	61,235	59,097	(2,138)
3602	Worker Compensation Insurance Classified	20,777	23,097	2,319
3603	Worker Compensation Insurance	-	-	-
3901	Other Employee Benefits	61,590	76,969	15,380
3902	Other Employee Benefits Classified	26,318	24,910	(1,407)
3903	Other Employee Benefits	-	-	-
	Total Benefits	896,631	874,512	(22,119)
	TOTAL PERSONAL EXPENSE	4,802,005	4,751,594	(50,412)
	BOOKS AND SUPPLIES		**BOOKS AND SUPPLIES**	
4100	Approved Textbooks and Core Curricula Materials	26,000	26,000	-
4101	Curriculum Assessment and Software	458	458	-
4200	Books and Other Reference Materials	-	-	-
4300	Materials and Supplies	78,010	78,010	-
4309	Sales and Use Tax Expenses	-	-	-
4315	Classroom Materials and Supplies	34,485	34,485	-
4342	Materials for School Sponsored Athletics	-	-	-
4381	Plant/Facilities Maintenance	469	469	-
4400	Noncapitalized Equipment	10,000	10,000	-
4407	Student Educational Software	-	-	-
4410	Software & Software Licensing	72,223	72,223	-
4430	Noncapitalized Student Equipment	4,365	4,365	-
4700	Food and Food Supplies	212,000	212,000	-
	Total Books and Supplies	438,009	438,009	-
	SERVICES AND OTHER OPERATING EXPENDITURES		**SERVICES AND OTHER OPERATING EXPENDITURES**	
5100	Subagreement Services	-	-	-
5200	Travel & Conferences	1,521	1,521	-
5210	Training and Development Expense	55,000	55,000	-

Bella Mente Montessori Academy Expense Detail

Obj Code	CATEGORY	ESTIMATED ACTUALS	2025-26 Preliminary Budget	ESTIMATED ACTUALS & 2025-26 VARIANCE
5300	Dues and Memberships	39,305	39,305	-
5400	Insurance	175,162	175,162	-
5450	Property Taxes	3,696	3,696	-
5500	Operation and Housekeeping Services	170,000	170,000	-
5501	Utilities	115,000	115,000	-
5505	Student Transportation/Field Trips	18,461	18,461	-
5600	Space Rental/Leases Expense	-	-	-
5601	Building Maintenance	139,477	139,477	-
5602	Other Space Rental	109	109	-
5605	Equipment Rental/Lease Expense	1,830	1,830	-
5610	Equipment Repair	3,404	3,404	-
5800	Professional/Consulting Services and Operating Expendit	104,493	104,493	-
5803	Banking and Payroll Service Fees	19,710	19,710	-
5805	Legal Services and Audit	55,000	55,000	-
5806	Audit Services	10,064	10,064	-
5807	Legal Settlements	25,000	25,000	-
5809	Employee Tuition Reimbursement	7,062	7,062	-
5810	Educational Consultants	870,000	745,000	(125,000)
5811	Student Transportation and Field Trips	3,218	3,218	-
5812	Other Student Activities	-	-	-
5815	Advertising/Recruiting	95,282	95,282	-
5820	Fundraising Expense	15,354	15,354	-
5830	Field Trips	16,356	16,356	-
5836	Transportation Services	666	666	-
5842	Services Student Athletics	-	-	-
5850	Scholarships Awarded	-	-	-
5873	Financial Services	132,000	150,000	18,000
5874	Personnel Services	374	374	-
5875	District Oversight Fee	53,639	55,444	1,805
5877	IT Services	87,500	87,500	-
5890	Interest Expenses/Fees	9,000	9,000	-
5894	ASB Activity Unrestricted	-	-	-
5900	Communications (Tele., Internet, Copies,Postage,Messer	10,000	10,000	-
5998	Unallocated Credit Card Expense	9,351	9,351	-
5999	A-G, ELOG, Learning Recovery, Arts and Music - Offset	-	-	-
	Total Services and Other Operating Expenditures	2,247,034	2,141,839	(105,195)
	CAPITAL OUTLAY		**CAPITAL OUTLAY**	
6900	Depreciation Expense	435,000	440,000	5,000
	Total Capital Outlay	435,000	440,000	5,000
	OTHER OUTGOING		**OTHER OUTGOING**	
7438	Debt Service Amortization	690,000	690,000	-
	Total Other Outgoing	690,000	690,000	-
	TOTAL EXPENSES	8,612,049	8,461,442	(150,607)

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III F.1.
TO: Board of Directors
FROM: Executive Director
DATE: June 10, 2025

SUBJECT: Review and Approval of the 2025 Local Indicator Results

ISSUE: The self-reflection process is mandated by the state to ensure schools assess and report their performance in key areas, providing an opportunity for continuous improvement.

BACKGROUND: The State of California requires all local educational agencies (LEAs) to conduct a self-reflection on specific local indicators annually. This self-reflection must be approved by the school's governing board and submitted to the state. The local indicators include:

- Basic Services and Conditions
- Implementation of State Academic Standards
- Parent Engagement
- School Climate
- Access to a Broad Course of Study

The self-reflection process serves several critical purposes:

- **Accountability:** Ensures schools are meeting state-mandated standards.
- **Transparency:** Provides clear and accessible information about school performance to stakeholders.
- **Improvement:** Identifies strengths and areas needing improvement to enhance educational outcomes.

Compliance with the state's requirements is crucial for several reasons:

- **Funding:** Ensures eligibility for state and federal funding.
- **Reputation:** Maintains the school's reputation and trust within the community.
- **Continuous Improvement:** Facilitates ongoing assessment and improvement of educational practices.

FISCAL IMPACT/ FUNDING SOURCE: NA

RECOMMENDATION: Approve the 2025 Local Indicator Results.

Respectfully Submitted,

Erin Feeley
Executive Director

Bella Mente Academies

2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Bella Mente Montessori Academy	Erin Feeley Superintendent	info@bellamentecharter.org 760-621-8948

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home

- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.

- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and

- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2023-2024	25	15	0	3	0	0	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Bella Mente uses a comprehensive student assessment and evaluation system to monitor the academic progress of all of our students towards the state academic standards. Formative assessments, such as teacher-driven tests, projects, presentations, writing assignments, etc., as well as summative assessments, such as unit tests, cumulative projects, NWEA tests, etc., are woven into the teaching and learning fabric of the school. Formative and summative assessments are given at various intervals of the year and include NWEA MAPs in the areas of Reading (TK-8), Language (2-8), and Math (TK-8). MAPs Reading Fluency is given in TK/Kindergarten. The tools selected have a proven record when reviewing student success towards the standards. Bella Mente has also implemented use of the Focused Interim Assessment Blocks (FIAB) and the Interim Assessment Blocks (IAB) as teaching tools and assessment measures. Teachers have also been trained in the Tools for Teachers platform to provide instructional opportunities and exposure to question formats similar to what students will encounter on end-of-the-year state assessments.
All of these assessments are valuable tools, providing not only students and teachers with current levels of progress, but also predictors of achievement on student performance on the state summative tests. Teachers have received training on analyzing student RTI scores, where their areas for growth are, in order to provide data driven instruction and plan for intervention lessons during Intervention block times.
English Learners are initially assessed via the ELPAC initial assessments if their Home Language Surveys indicate a language other than English. Our Reading Specialist monitors their progress both formally and informally. Identified EL students are assessed in the spring through the Summative ELPAC test, with the expectation that they progress in Reading/Writing and Speaking/Listening. Our EL students are all mainstreamed in the general education classroom and receive support from the Reading Specialist, receive intervention and practice in the areas for growth identified within their ELPAC score reports and academic standards that the EL Specialist and classroom teacher collaborate on. Students meeting the criteria for reclassification are monitored by the EL Specialist to ensure continued academic success. EL students with IEP services receive an updated Present Level of Performance and parents are informed of their progress at IEP meetings.
Publisher assessments are used to measure progress towards Next Generation Science, History-Social Science, and Heath Education standards.

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. **Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

2. **Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards					5
History-Social Science					5

3. **Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. **Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education						N/A
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts			3			
World Language			3			

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers				4	
Providing support for teachers on the standards they have not yet mastered				4	

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: [1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

   1 – Exploration and Research
   2 – Beginning Development
   3 – Initial Implementation
   4 – Full Implementation
   5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4

Practices	Rating Scale Number
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

The LEA has many opportunities for School Staff and Families to build relationships: Parent Teacher conferences multiple times per year, Coffee Mingle with Leadership and parents once a month, Sneak Peek for all families to attend before school begins, Back to School Night after school begins, Winter Spectacular annual performance, Open House for all families in the Spring, Parent Education Nights, Game Nights, Movie Nights and other events where siblings are welcome to attend. Our events which encourage families to be part of their scholar's education are a strength.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

The LEA will continue to offer events which draw a larger number of families to the campus. Some of the LEAs events are less well attended. The school's bilingual community liaisons will continue to help build relationships with families to encourage attendance at events.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

The LEA has continued employment in the 2025-2026 school year, of two Spanish bilingual community liaisons. These LEA partners will continue to build relationships with our underrepresented families.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	4
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	4

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

The LEA has a robust program which ensures our staff and teachers build partnerships with families to ensure positive student outcomes. When a teacher's partnership with a family is not leading to a desired outcome, other staff members are trained to be involved including the Principal, Community Liaisons, Counselor, Assistant Principal, Director of Compliance, Director of Student Services, and/or the Executive Director.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

The LEA will continue to train all staff to ensure best practices are followed to build partnerships for student outcomes.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

The LEA has continued employment in the 2025-26 school year, of two Spanish bilingual community liaisons. These LEA partners will continue to build relationships with our underrepresented families to increase engagement.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	4
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	4
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	4

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

The LEA ensures the entire leadership team is available to families once a month to answer questions and provide input during our monthly Coffee Mingle gatherings. In addition, Leadership attends all DELAC meetings to encourage communication with stakeholders. In addition, the LEA sends home digital surveys to families throughout the school year to gain valuable feedback on the LCAP and other items of importance to the LEA and student success.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

The LEA produces surveys throughout the school year to seek input. These surveys have seen an increase in the number of responses from stakeholders. The LEA is focusing on different ways to survey families to ensure families are able to provide valuable input for decision-making.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

The LEA will improve engagement of underrepresented families by encouraging bilingual staff to directly contact families in other modalities such as WhatsApp to ensure their voice is heard.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction
LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and

- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

Local climate surveys, like the California Healthy Kids Survey and other locally-administered surveys, offer valuable insights into the BMA's environment, covering safety, relationships, engagement, and well-being. In our most recent student survey, the summary results show steady growth across leadership, culture, and academic categories. The overall LIM score rose to 73, indicating satisfactory to effective implementation. Significant progress was seen in areas like student leadership support, goal achievement, and empowered learning, with student-led practices and academic self-efficacy also showing gains. Staff leadership scores improved across the board, and family and community engagement saw a major boost in family engagement, though school-family partnerships declined slightly. A particularly positive highlight is the improvement in school belonging and student empowerment, showing that students feel more included and supported. . Together, these approaches provide a thorough understanding of school climate, aiding efforts to foster inclusive and supportive learning environments.

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Analyzing climate survey data, including disaggregated student group data, reveals strengths and areas needing improvement in the school environment. This data helps identify disparities among student groups and informs targeted interventions to address challenges. By promoting equity, fostering inclusion, and supporting continuous improvement, Bella Mente will continue to create positive and supportive learning environments for all students.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

The LEA will make strategic changes based on data analysis to address identified areas of improvement in school climate. These changes may include revising interventions, updating policies, providing professional development, allocating resources, engaging the community, and establishing monitoring systems for continuous improvement, fostering a positive and inclusive environment for all students.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

All students at the LEA have access to a broad course of study.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

All students at the LEA have access to a broad course of study.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

All students at the LEA have access to a broad course of study.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

All students at the LEA have access to a broad course of study.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available					

Coordinating Instruction	1	2	3	4	5
continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					

Coordinating Services	1	2	3	4	5
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III F. 2.
TO: Board of Directors
FROM: Executive Director
DATE: June 11, 2025

SUBJECT: Approve the annual resolution for the Education Protection Account

ISSUE: Schools are required to adopt a resolution to determine the use of Education Protection Account (EPA) spending requirements.

BACKGROUND: The voters approved Proposition 30 in November of 2012, which established the Education Protection Account (EPA). All temporary tax revenues collected from Proposition 30 over the next seven years for income tax and four years for sales tax, will be collected into the Education Protection Account and distributed to K-12 and Higher Education. There are several requirements for spending determination, disclosing and reporting on the use of the EPA funds. The board of directors must determine the use of the EPA funds in an open session of a public meeting through the attached resolution.

The EPA funds must be accounted for separately and not used for administrative costs. Increased cash management planning and analysis should also be emphasized with the establishment of the EPA due to the timing of revenues received. Additionally, districts are required to annually report on their website an accounting of the EPA funds received and how those funds were spent.

Proposition 30 is estimated to generate $6 billion in revenue to the State of California. The budget implication is additional revenue that cannot be spent on administrative expenses.

Bella Mente allocated its funds, $77,204, to 1000-1999: Certificated Personnel Salaries, specifically Teachers, for the 23-24 school year.

Bella Mente allocates its funds, $85,440, to 1000-1999: Certificated Personnel Salaries, specifically Teachers, for the 24-25 school year.

FISCAL IMPACT/ FUNDING SOURCE: $85,440

RECOMMENDATION: Approve the Education Protection Account Fund Use for 24-25 and planned use for 25-26.

Respectfully Submitted,

Erin Feeley
Executive Director

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III. F.3.
TO: Board of Directors
FROM: Director of Compliance and Executive Director
DATE: June 10, 2025

SUBJECT: Final Read and approval of the 2025-27 Local Control and Accountability Plan (LCAP)

ISSUE: Each year the school needs to present an updated Local Control and Accountability plan to the Board of Directors which is approved before June 30.

BACKGROUND: In 2013, the State of California adopted a new funding system, known as the Local Control Funding Formula (LCFF), which provides a uniform funding level for every student in California with additional revenue to serve students with the greatest needs such as our students who are English learners, children from low-income families, and foster youth.

Under the new formula, school districts must create an LCAP that sets goals for student achievement and describes how the district will use its budget to achieve those goals, paying particular attention to traditionally underserved student populations. In developing these plans, districts must get input from parents, staff, students and the community.

The LCAP includes annual goals aligned to the eight state priorities specified by state officials: student achievement, student engagement, other student outcomes, school climate, parental involvement, basic services, implementation of California Standards, and course access.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

The 25-26 school year is the second year of a three year goal cycle with goals kept consistent by the Director of Compliance and Academic Accountability with consultation from the school's stakeholders. At tonight's meeting, the Board will be reviewing the same goals from our three year cycle LCAP and approving expenditures to meet our LCAP goals.

Goal 1: Bella Mente will offer a California standards-based instruction with curriculum and targeted interventions to support academic growth in ELA and Math for all students as measured by statewide assessments and internal assessments.

Goal 2:Bella Mente will provide a safe community for all scholars which promotes health and well-being, creativity, positive social and emotional development, strong staff/scholar relationships, and a sense of belonging as measured by staff/student/family surveys.

Goal 3: Bella Mente will increase parent involvement through collaboration and open communication and continue to build a collaborative culture which promotes creativity, responsibility, participation, and trust among all stakeholders where diversity and equity are valued.

LCFF Supplemental and/or Concentration
FY24-25: $881.949
LCFF additional 15%
FY24-25: $71,762
Required Percentage to increase services
FY24-25 19.18%

2024-2025				
Goal #1	**Actions/ Services**	**Funding Source**	**Budgeted Expenditure**	
			$953,711.00	**$953,711**
Action 1	1FTE Reading Specialist (Title I)	Title I	$103,772.00	
Action 2	NWEA MAPs	LCAP	$10,000.00	$943,711.00
Action 3	Math Reveal McGraw Hill- 7th and 8th grade	LCAP	$2,700.00	$941,011.00
Action 4	PE Teacher	LCAP	$91,979.00	849,032.00
Action 5	6th 7th 8th- TCI Science and Social Studies	LCAP	$10,508.00	838,524.00
Action 6	Recipe for Reading and Alphabet Series	LCAP	$15,000.00	823,524.00
Action 7	Intervention Teacher	LCAP	$86,776.00	736,748.00
Action 8	Instructional Assistants	LCAP	$89,000.00	647,748.00
Action 9	Wordly Wise	LCAP	$5,000.00	642,748.00
Action 10	Cursive Handwriting without Tears	LCAP	$3,000.00	639,748.00
Action 11	Wilson	LCAP	$2,838.00	636,910.00
Goal #2				636,910.00
Action 1	Leader in Me-Franklin Covey	LCAP	$20,653.00	$616,257.00
Action 2	1FTE Art Teacher	LCAP	$86,059.00	$530,198.00
Action 3	1FTE Agriculture and Nutrition	LCAP	$80,384.00	$449,814.00

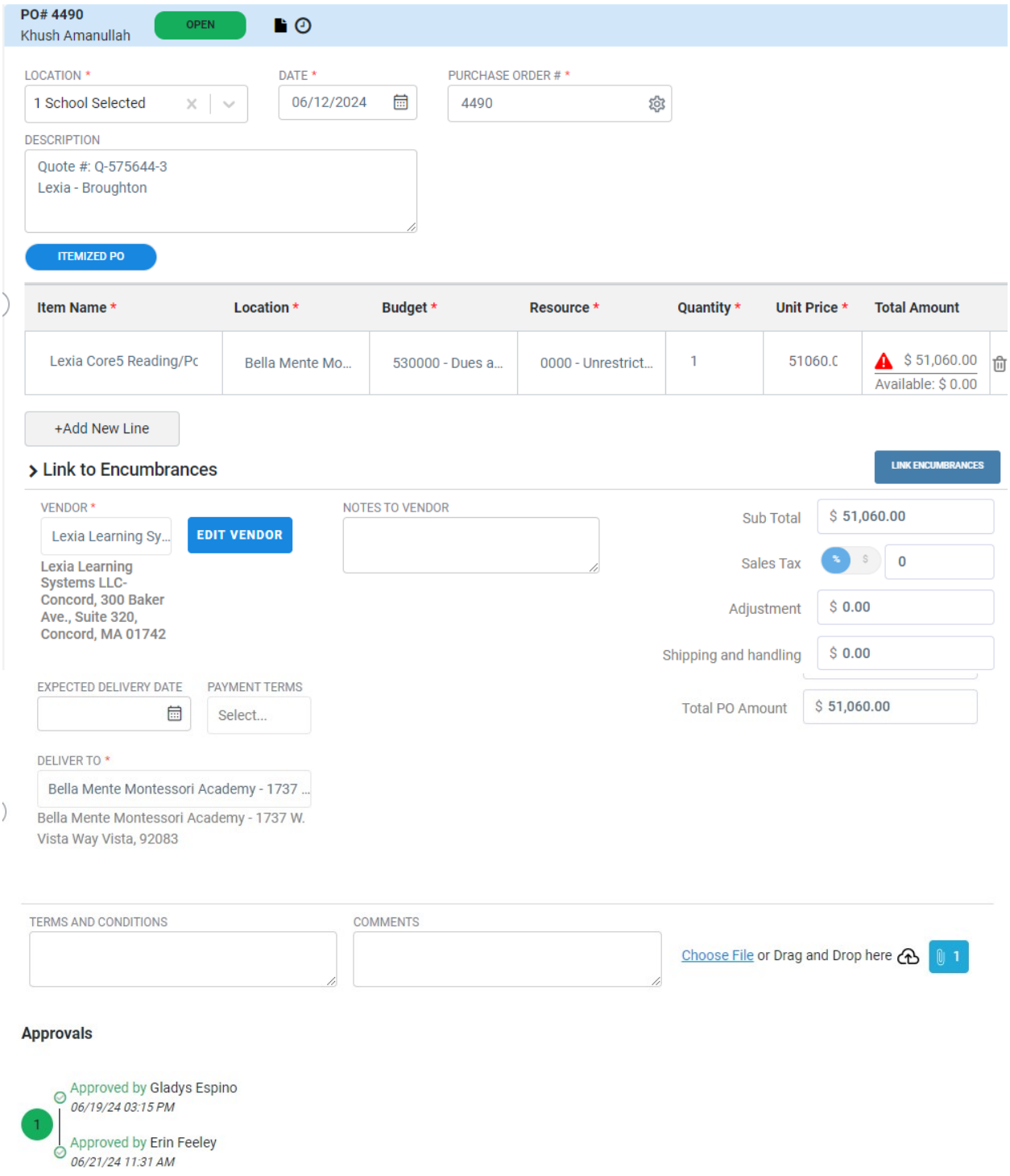
	Teacher			
Action 4	1 FTE School Principal	LCAP	$160,581.00	$289,233.00
Action 5	Campus Safety Alliance - Campus Safety Review	LCAP	$9,830.00	$279,403.00
Action 6	Go Zen, Brain Pop/ BrainPop Jr.		$1,000.00	$278,403.00
Action 7	Leader in Me Curriculum Workbooks	LCAP	$2,500.00	$275,903.00
Goal #3				$275,903.00
Action 1	2FTE Bilingual Community Liaison	LCAP	$95,685.00	$180,218.00
Action 2	1FTE Counselor	LCAP	$73,534.00	$106,684.00
Action 3	1FTE Office Coordinator	LCAP	$46,324.00	$60,360.00
Action 4	1 FTE Director of Community Engagement	LCAP	$60,360.00	$0.00

FISCAL IMPACT/ FUNDING SOURCE: Supplemental and Concentration Grant Funds with LCFF Additional estimated at $953,711

RECOMMENDATION: Approve the 25-27 LCAP as presented.

Respectfully Submitted,

Erin Feeley, Executive Director
Patrick Broughton, Director of Complianceand Academic Accountability


PO# 4490
Khush Amanullah
OPEN
LOCATION *
1 School Selected
DATE *
06/12/2024
PURCHASE ORDER # *
4490
DESCRIPTION
Quote #: Q-575644-3
Lexia - Broughton
ITEMIZED PO
Item Name *
Location *
Budget *
Resource *
Quantity *
Unit Price *
Total Amount
Lexia Core5 Reading/Pc
Bella Mente Mo...
530000 - Dues a...
0000 - Unrestrict...
1
51060.0
$ 51,060.00
Available: $ 0.00
+Add New Line
Link to Encumbrances
LINK ENCUMBRANCES
VENDOR *
Lexia Learning Sy...
EDIT VENDOR
Lexia Learning Systems LLC- Concord, 300 Baker Ave., Suite 320, Concord, MA 01742
NOTES TO VENDOR
Sub Total
$ 51,060.00
Sales Tax
0
Adjustment
$ 0.00
Shipping and handling
$ 0.00
Total PO Amount
$ 51,060.00
EXPECTED DELIVERY DATE
PAYMENT TERMS
Select...
DELIVER TO *
Bella Mente Montessori Academy - 1737 ...
Bella Mente Montessori Academy - 1737 W. Vista Way Vista, 92083
TERMS AND CONDITIONS
COMMENTS
Choose File or Drag and Drop here
1
Approvals
1
Approved by Gladys Espino
06/19/24 03:15 PM
Approved by Erin Feeley
06/21/24 11:31 AM

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III. F.4.
TO: Board of Directors
FROM: Executive Director
DATE: June 10, 2025

SUBJECT: Approve the 2025-2026 Consolidated Application (ConApp) used by the California Department of Education to distribute categorical funds

ISSUE: Through the Consolidated Application (ConApp), Bella Mente has access to categorical funds from state and federal sources. Annually in June we are required to apply via Part I.

BACKGROUND: The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Part II of the application is submitted in the fall of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

FISCAL IMPACT/ FUNDING SOURCE:
Title I, Part A Basic Grant- ESSA Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's challenging academic standards. Title I-funded schools are either Targeted Assistance Schools (TAS) or Schoolwide Program (SWP) schools.

Title II, Part A, Teacher Quality Funds are designated to ensure compliance with professional development activities and to support teachers meeting state and ESSA credentialing requirements.

Title IV. Part A, Student Support This program provides funding to improve students' academic achievement by increasing school district capacity to: 1. Provide all students with access to a well-rounded education; 2. Improve school conditions for student learning; and 3. Improve the use of technology in order to improve the academic achievement and digital literacy of students.

RECOMMENDATION: Approve the 2025-2026 Consolidated Application Part I for the consideration of Title Federal Monies.

Respectfully Submitted,

Erin Feeley
Executive Director

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III. F.5.
TO: Board of Directors
FROM: Executive Director
DATE: June 10, 2025

SUBJECT: Approve the 25-26 insurance proposal from CharterSafe, JPA for Liability, Property, Workers' compensation & Employers Liability

ISSUE: Each year the Board of Directors must approve insurance coverage which meets the school District minimum coverage requirements.

BACKGROUND: In the 19-20 school year, the school experienced a huge increase in insurance costs. This was due to the addition of sexual misconduct statute of limitations lifting.

This year, insurance rates have increased again though the change was slight ($20,894). Bella Mente has been satisfied with the level of service and coverage provided by CharterSafe over the years including Human Resources Support, Risk Management reviews and staff training at no additional cost.

As requested by the Board of Directors, additional quotes were sought. The staff has selected CharterSafe due to the Human Resources added benefit. The overall higher cost of CharterSafe still remains lower than hiring a fully certified HR professional or paying for an outsourced Human Resources provider. The other quotes are for insurance coverage but do not include Human Resources support.

The Board should note part of the increase is due to the increase in salary costs.

As was done last year, the school will provide notice to CharterSafe that we plan to pursue other insurance carrier options for the 25-26 school year.

FISCAL IMPACT/ FUNDING SOURCE: $175,162 (up from $154,718 in 23-24) Annual Cost

RECOMMENDATION: Approve the 25-26 insurance proposal from CharterSafe, JPA for Liability, Property, Workers' compensation & Employers Liability.

Respectfully Submitted,

Erin Feeley
Executive Director

Executive Report
May 2025

THE CHALLENGES FACING CALIFORNIA'S CHARTER SCHOOLS ARE EVOLVING

and so is CharterSAFE. As your trusted partner, we are leading the way with innovative risk solutions, forward-thinking protection, and services designed to help keep your focus where it belongs: on your students.



Protecting **Schools.** Promoting **Safety.** Customizing **Insurance.**

California Charter Schools Joint Powers Authority • Not-for-Profit

A MESSAGE FROM OUR CEO



Thuy Wong, MPH ARM-P
President & CEO

Each year, as I reflect on our work at CharterSAFE, I return to one foundational truth: protecting schools is about steward-guardianship. Stewardship of trust, partnership, and our desired impact to help our member schools have a safe and secure environment that promotes a focus on teaching, learning, and student outcomes.

And we continue to deliver on our promise of steward-guardianship. As risks grow more complex, the insurance market tightens, and legislation restricts, our focus remains clear: anticipate what's ahead and invest in what matters.

Your trust and partnership allowed us to innovate ways to continue obtaining quality insurance at protective limits. You've walked alongside us as we introduced new and relevant risk management services such as our HR Certification Program, our Risk Control Evaluations, PREVENT—our in-person childhood sexual assault prevention training, and more. Reciprocally, we walk alongside you in exploring new ways to ensure your schools are safe. We have created a captive insurance company whose sole membership is CharterSAFE to support our insurance availability efforts, and after the devastating LA fires in January 2025, we are exploring several proactive wildfire mitigation services to implement in this upcoming 2025-2026 year.

We've made strategic investments, strengthened our infrastructure, and taken bold steps to ensure that our members remain protected and supported despite external market changes. Thank you for the trust you place in us. We are proud to serve those who serve students.



Mission and Membership

As an insurance pooling JPA, CharterSAFE's mission is to serve as a steward-guardian of school safety by providing our charter school members with a strong understanding of school hazards and approach to risk management.

As a result, members will have a safe and secure environment that promotes a focus on teaching, learning, and student outcomes.

Safeguarding 829 school sites.

- Rural to urban communities
- Classroom-based to Flex-based
- Start-ups to large charter management organizations (CMOs)

Why a JPA?

CharterSAFE was built by and for California charter schools to protect what matters most—your students, staff, and school future. As a JPA, we harness the power of pooled coverage to offer broad protection, expert guidance, and no critical gaps—especially in areas like CSA, EPL, and Property, where other providers fall short. Risk pooling means schools handle safety, lawsuits, or coverage together, with experts managing complex rules and paperwork so members are supported before, during, and after a loss. Members also gain access to ready-to-use safety tools, HR support, and training that helps prevent problems before they happen. Backed by our own captive, CharterSAFE National, and 20 years of trusted partnership, we're more than just insurance—we're your safety ally, here before, during, and after the unexpected.

Beyond Insurance

New Initiatives for 2025: Raising the Bar on Member Protection

PREVENT Training Launch

CharterSAFE's P.R.E.V.E.N.T. Training is an in-person training experience designed to support charter school staff in:

- Recognizing potential signs of abuse
- Responding appropriately and lawfully
- Understanding mandated reporting responsibilities
- Strengthening staff-student boundary protocols

While no program can eliminate all risk, in-person training provides an engaging, scenario-based approach that enhances awareness and response readiness—making it a powerful component of your school's overall prevention strategy.

Wildfire Response Enhancement

CharterSAFE is exploring partnerships to enhance wildfire response capabilities for our members, focusing on proactive measures to complement local fire services. This initiative aims to provide specialized protection in high-risk zones, helping schools mitigate potential losses and ensure business continuity. Additionally, we are increasing site inspections with a specific focus on wildfire safety to further strengthen preparedness and resilience across our member schools.

> *"The potential cost is so large that it is comparable to the 9/11 terrorist attacks—one that totaled over $7 billion."*
>
> —Mike Fine, CEO of FCMAT, CA Senate Hearing, on the FCMAT report of the impact of AB 218, 3/13/25

2024-2025 Support Services

- **850+ Hours of Trainings/ Consultations/Member Visits**
- **15 Webinars**
- **133 HR Certifications**
- **STOPit / Crisis Risk / Cyber**
- **41 Risk Control Evaluations**



MARKET UPDATE, PRIORITIES,
and How You Can Make an Impact

Childhood Sexual Assault (CSA)

CSA claims pose an existential threat to charter schools. Since 2010, CharterSAFE and its reinsurers have paid or have reserved to pay over $45 million for CSA-related claims. These cases now account for 48% of total loss dollars—despite representing just 4% of claims.

How You Can Make an Impact

- Enforce a robust Staff/Student Interaction Policy
- Comply with Ed Code 44050—inform parents and post your policy online
- Foster a culture of vigilance and reporting
- All staff completing CharterSAFE's mandated reporter training in compliance with our MOC.
- Schedule our in-person PREVENT Training

Employment Practices Liability (EPL)

Employment-related claims—like wrongful termination or wage violations—are increasing sharply as funding declines. EPL claims now account for 14%+ of incurred losses and are among the fastest-growing areas of risk.

- Many EPL claims involve uninsurable penalties, such as back pay and fines
- Even one undetected wage/hour violation can cost hundreds of thousands of dollars

How You Can Make an Impact

- Complete CharterSAFE's HR Certification Program
- Maintain and distribute a current Employee Handbook
- Document all employment decisions and conversations
- Contact CharterSAFE HR for proactive support
- Train administrators on consistent HR procedures

Property

The rise in natural disasters and maintenance-related losses has insurers tightening coverage. An undervalued or mismanaged property portfolio can result in millions in uncovered losses.

- Improper HVAC restarts have led to system failures and mold claims exceeding $100,000
- Incomplete inventory lists can delay or limit claims payments during wildfires or theft

How You Can Make an Impact

- Maintain accurate property valuations and current equipment inventories
- Follow HVAC protocols—turn off, cover, clean before restarting
- Implement scheduled risk inspections
- Update CharterSAFE on major property purchases or changes so it is properly scheduled and covered
- Review leases for responsibility to insure

Financial Snapshot

Fiscal Year	20/21	21/22	22/23 Consolidated	23/24 Consolidated	24/25 Consolidated Projected
Operating Revenues:					
Member contributions	$ 35,419,395	$ 40,540,627	$ 47,798,002	$ 48,323,251	$ 57,585,000
Operating Expenses:					
Net claims expense	$ 4,774,351	$ 14,665,030	$ 24,196,058	$ 20,634,119	$ 27,501,000
Excess & reinsurance insurance premium	$ 14,311,043	$ 16,356,660	$ 21,527,783	$ 23,605,060	$ $25,950,00
General & administrative	$ 2,285,459	$ 2,642,846	$ 3,012,476	$ 2,996,189	$ 2,992,000
Claims administration & risk management	$ 2,269,518	$ 2,806,712	$ 2,782,073	$ 3,261,207	$ 3,196,000
Member dividend - COVID Rebate	$ 482,080	$ 1,715,002			
Total Operating Expenses:	**$ 24,122,451**	**$ 38,186,250**	**$ 51,518,390**	**$ 50,496,575**	**$ 59,639,000**
Operating Income (Loss)	**$ 11,296,944**	**$ 2,354,377**	**$ (3,720,388)**	**$ (2,173,324)**	**$ (2,054,000)**
Non-Operating Revenues:					
Interest & miscellaneous income	$ -	$ $47,145	$ -	$ -	$ -
Investment income	$ 90,785	$ (788,683)	$ 340,087	$ 1,657,235	$ 2,581,000
Total Non-Operating Income:	**$ 90,785**	**$ (741,538)**	**$ 340,087**	**$ 1,657,235**	**$ 2,581,000**
Increase (decrease) in net position	$ 11,387,729	$ 1,612,839	$ (3,380,301)	$ (516,089)	$ 527,000
Net position, beginning of year	$ 7,175,905	$ 18,563,634	$ 20,176,473	$ 16,796,172	$ 16,280,083
Net position, end of year	**$ 18,563,634**	**$ 20,176,473**	**$ 16,796,172**	**$ 16,280,083**	**$ 16,807,083**
Cash Balance	$ 11,220,322	$ 14,631,167	$ 19,434,465	$ 15,081,618	$ 21,275,927
Investments	$ 27,992,413	$ 30,377,105	$ 32,183,517	$ 41,435,595	$ 43,111,532
Total Liquid Assets	**$ 39,212,735**	**$ 45,008,272**	**$ 51,617,982**	**$ 56,517,213**	**$ 64,387,458**
Actuarial Estimated Outstanding Losses— 90% Confidence Level	$ 22,946,399	$ 31,639,305	$ 48,791,868	$ 53,137,392	$ 60,000,000
Surplus in Excess of 90% Confidence Level	$ 19,466,128	$ 20,080,061	$ 6,509,214	$ 6,827,035	$ 6,887,458

The Road Ahead: Building Resilience Together

Today's risks are real — but with the right preparation and risk mitigation strategies, they are manageable. Let us help you focus on student learning while we handle risk and safety.



888.901.0004

chartersafe.org

info@chartersafe.org

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CharterSAFE

BE SAFE • FEEL SAFE

2025-2026 Membership Renewal Proposal

Prepared for Named Member:

Bella Mente Charter School

Coverage Effective:

July 01, 2025 at 12:01 AM - July 01, 2026 at 12:00 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004
www.chartersafe.org

Issued: June 02, 2025 at 9:57 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Erin,

CharterSAFE is pleased to present your membership renewal for the 2025-2026 year. Your membership includes the following:



For a more detailed listing of our member services, please contact Bettina Hooper at bhooper@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII ($50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

REQUIRED SIGNATURES:

To bind coverage, you must login to the CharterSAFE web portal to complete and sign the Member Renewal Acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

We look forward to working with you in the 2025-2026 year!

Thank you,

The CharterSAFE Team

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MEMBER CONTRIBUTION SUMMARY

Named Member:

Bella Mente Charter School

Coverage Effective: July 01, 2025 at 12:01 AM - July 01, 2026 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution	**$138,638.00**

Core Liability Program
- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime
Property
Student & Volunteer Accident

Additional Program Coverages
- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability
- Deadly Weapons Protection

Workers' Compensation & Employer's Liability Member Contribution	**$43,647.00**
Total Member Contribution	**$182,285.00**

Member can choose one of two payment options when accepting the proposal online	**Payment in Full - $182,285.00** **Installment Plan** • Deposit (25%) - Due Now - $45,571.00 • 9 Monthly Installments - $15,190.00

Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the Member Renewal acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Mailing Address

1737 W. Vista Way
Vista, CA 92083

Member contributions are calculated based on the exposures listed below, which represent the total sum of all scheduled locations.

Student Count	**436**
Employee Count	**56**
Annual Estimated Payroll	**$3,745,287.00**
Total Insured Value	**$19,180,000.00**
Building Value (owned or required to insure)	$17,920,000.00
Tenant Improvements	$0.00
Portable Value	$0.00
Content Value	$1,050,000.00
Electronic Data Processing (EDP) Value	$210,000.00
Number of Portables	**0**

Scheduled Locations and Breakdown of Exposures

Location ID: 14225
Bella Mente Charter School: 1737 W. Vista Way/155 and 221 North Emerald Dr.
Vista, CA, 92083
Leased/Owned: **Owned**

Students:	**436**
Employees:	**56**
Payroll:	**3,745,287.00**
Total TIV:	**19,180,000.00**
Building Value:	17,920,000.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	1,050,000.00
EDP Value:	210,000.00
# of Portables:	**0**

Location ID: 18243
Bella Mente Holdings, LLC: 1737 West Vista Way
Vista, CA, 92083
Leased/Owned: **Owned**

Students:	**0**
Employees:	**0**
Payroll:	**0.00**
Total TIV:	**0.00**
Building Value:	0.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	0.00
EDP Value:	0.00
# of Portables:	**0**

Vehicles

None scheduled.

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **$55,000,000** Per Member Aggregate

Directors & Officers, Employment Practices, and Fiduciary Liability

Directors & Officers Liability Retroactive Date: **03/12/2013**
Employment Practices Liability Retroactive Date: **03/12/2013**
Fiduciary Liability Retroactive Date: **03/12/2013**

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	$5,000,000 per **claim** and Named Member aggregate	$15,000.00 per **claim**
Employment Practices Liability	$5,000,000 per **claim** and Named Member aggregate	$15,000.00 per **claim**
Fiduciary Liability	$1,000,000 per **claim** and Named Member aggregate	$0
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	

General Liability

Coverages	Limits	Deductibles
Bodily Injury and Property Damage	$5,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence for bodily injury arising out of participation in a school sponsored *High-Risk Activity**
Premises Medical Payment	$10,000 per person $50,000 per occurrence	$0
Products and Completed Operations	$5,000,000 per occurrence and Named Member aggregate	$0
Fire Legal/Damage to Premises Rented Sublimit	$1,000,000 per occurrence	$0
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Bettina Hooper at bhooper@chartersafe.org		

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	$5,000,000 per occurrence and Named Member aggregate	$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	$5,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence
Special Education Program Legal Expense Coverage - Reimbursement Sublimit	$50,000 per occurrence/ aggregate reimbursement sublimit $5,000,000 CharterSAFE Members' Combined Annual Aggregate	$7,500 per occurrence

Childhood Sexual Assault Liability

Childhood Sexual Assault Liability Retroactive Date: **07/01/2021**

Coverages	Limits	Deductibles
Childhood Sexual Assault Liability	$5,000,000 per **claim** and Named Member aggregate	$0 if school completes training mandate* $125,000 if school does not complete training mandate*
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	
***Training Mandate** Members must complete the CharterSAFE Mandated Reporter Training in compliance with State and Federal requirements. Should a loss occur, if all employees involved, including mandated reporters, respectively completed the CharterSAFE Mandated Reporter Training, the deductible is waived. If not all employees involved completed the CharterSAFE Mandated Reporter Training, there is a $125,000 deductible.		
CLAIM means: All notices or **SUITS** demanding payment of money based on, or arising out of the same **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** or series of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** by one or more persons. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	$5,000,000 per occurrence and Named Member aggregate	$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	$5,000,000 per occurrence and Named Member aggregate	$0
Auto Physical Damage*	$2,000,000 per occurrence and Named Member aggregate	$1,000 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	$50,000,000 per occurrence/**claim** and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the $5M limits above to total a limit of $55M.

CharterSAFE is a single member of SELF, a not-for-profit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different terms, conditions, and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	$1,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence
Forgery or Alteration		$2,500 per occurrence
Employee Dishonesty		$5,000 per occurrence
Computer and Funds Transfer Fraud		$2,500 per occurrence

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to th maximum limit of $100,000,000 per occurrence and aggregate. See "Exposures & Locations" section for scheduled limits. Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence for all other covered peril **Causes of Loss:** 1. Water Damage: $2,500 per occurrence 2. Wildfire: $10,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to th maximum limit of $100,000,000 per occurrence and aggregate. See "Exposures & Locations" section for scheduled limits. Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence
Business Interruption	$10,000,000 per occurrence	$1,000 per occurrence
Extra Expense	$5,000,000 per occurrence and $10,000,000 CharterSAFE Members' Combined Annual Aggregate	$1,000 per occurrence

PLEASE NOTE:

Renovation and construction projects valued over $200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over $200,000 in hard and soft costs, please contact your CharterSAFE Representative: Bettina Hooper at bhooper@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to $10,000,000 onto your policy. Additional member contribution would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact Kiki Goldsmith (kiki_goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	$50,000 per injury/accident 104 Week benefit period	$2,500 per injury/accident for *High-Risk Activities**
Volunteer Accident	$25,000 per injury/accident 104 Week benefit period	$2,500 per injury/accident for *High-Risk Activities**
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Bettina Hooper at bhooper@chartersafe.org		

Terms & Conditions:

- Coverage is provided on an excess basis but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
2050 Main Street, Suite 1250
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability and First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	$1,000,000 per pollution condition or indoor environmental condition and aggregate $5,000,000 CharterSAFE Members' Combined Annual Aggregate Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$10,000 per pollution condition
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	$0
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of $20,000,000 per occurrence See "Exposures & Locations" section for schedule limits Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	$1,000,000 per **claim** $10,000,000 CharterSAFE Members' Combined Annual Aggregate	*Varies Based on Levels Noted Below
Ransomware Sublimits (inclusive with Cyber Liability Coverages)	Qualification Level 1 $1,000,000 ransom payment sublimit* $1,000,000 ransomware limit Qualification Level 2 $500,000 ransom payment sublimit* $1,000,000 ransomware limit Qualification Level 3 $50,000 ransom payment sublimit* $750,000 ransomware limit	Level 1 $10,000 per **claim** Level 2 $25,000 per **claim** Level 3 $75,000 per **claim**
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

***Requirement for Coverage to be in effect:**

Qualification Level 1 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.
Qualification Level 2 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud of offline using separate credentials.
Qualification Level 3 - Members who did not submit a cyber application, do not meet the security requirements, and/or net income of budget is less than or equal to $0.

If a Named Member is controlled or managed by a single entity, group or board of directors, or governed under the terms of a common charter or set of bylaws, or has data under its care, custody and control in a shared network environment with any other Named Member they will share a single limit.

Deadly Weapons Protection

Coverages	Limits	Deductibles
Deadly Weapons Protection	$500,000 per occurrence of a Deadly Weapon Event $2,500,000 CharterSAFE Members' Combined Annual Aggregate Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$0

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	$0
Employer's Liability	$5,000,000 per Accident $5,000,000 by Disease per Employee $5,000,000 by Disease Policy Limit	$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

2025-2026 Material Changes to Memorandum of Coverage (MOC)

Below is a highlight of material changes to the MOC. Please refer to the 2025-2026 MOC for complete details of all coverages.

Integrating AB1913

- Expanding the name and definition to include Child Abuse or Neglect as AB 1913 integrates a preventative component to the Mandated Reporter Training
- Removing CharterSAFE's mandatory Childhood Sexual Assault Prevention training for Staff and replacing it with our new mandatory requirement to take CharterSAFE's Mandated Reporter Training in order to qualify for $0 deductible. If all persons involved in a childhood sexual assault, child abuse, or neglect claim, including the mandated reporters, did not complete CharterSAFE's Mandated Reporter Training, members would have a $125,000 deductible.

Educators Legal Liability

- Expanding Educator's Legal Liability to add coverage for member school's staff who supervise counseling interns from universities in which they enter into a contract to provide counseling services as part of their practicum for their licensing and graduation requirements to member schools' students and staff.

Cyber Liability

- Tier 3 cyber liability ransomware limits increased from $250,000 to $750,000; the deductible increased from $50,000 to $75,000.

Property

- Extra expense sublimit for the year 2024-2025 is $10,000,000 per occurrence. It will be changed to $5,000,000 per member and $10,000,000 aggregate per occurrence in the 2025-2026 year.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 6.
TO: Board of Directors
FROM: Executive Director
DATE: June 10, 2025

SUBJECT: Discussion and approval of the 2025-2026 Preliminary Budget as presented by Charter School Management Corporation

ISSUE: Each year the Board of Directors must approve an operating budget for the following school year by June 30.

BACKGROUND: The school has a conservative operating history and has built a reserve to ensure the school remains fully functional in the event of deferral of funds.

The legislature must approve a state budget by June 15th. Since the creation of this report, the budget has not been adopted. The plan currently proposes funding deferrals, including a $2.4 billion budget year deferral. The Governor's May Revision proposes a COLA of 2.3% which is also applied to categorical programs outside the LCFF, such as special education, school nutrition, LCFF equity multiplier, and other funding sources.

Currently, the school is funded at 410.54 ADA. This consists of 369.12 In-Person ADA and 16.9 Non-classroom based ADA. While funded for both forms of ADA, it is important to note that the school receives less funding for the ADA reported as Non-classroom based.

Current enrollment for the 25-26 school year is based on 445 students. The school historically experiences 96% Average Daily Attendance (ADA)-excluding COVID years. Therefore, we have planned the budget based on 410 ADA.

A deficit of $650,000 is expected in the 25-26 school year if student enrollment numbers and ADA remain consistent with this projection.

Please note the Community Schools Planning Grant funds expire at the end of the 24-25 school year.

FISCAL IMPACT/ FUNDING SOURCE: Total Expected Revenue- $8,031,833

RECOMMENDATION: Approve the 2025-2026 preliminary budget as presented by Charter School Management Corporation.

Respectfully Submitted,

Erin Feeley
Executive Director

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III F.7.
TO: Board of Directors
FROM: Executive Director
DATE: June 10, 2025

SUBJECT: Review and Approval of the 2025 Instructional Continuity Plan

ISSUE: To ensure Bella Mente Montessori Academy is prepared to maintain instructional services during emergency events or unexpected disruptions, the Board must review and approve the 2025 Instructional Continuity Plan. This plan outlines the school's strategy for sustaining student learning during short- or long-term interruptions to in-person instruction.

BACKGROUND: In compliance with California Department of Education recommendations and charter school best practices, the Instructional Continuity Plan is updated annually to reflect current protocols, staffing, technology resources, and instructional methods. The plan addresses delivery of high-quality remote instruction, student access to digital tools, special education supports, meal services, and staff responsibilities during emergency situations such as natural disasters, public health closures, or utility outages. The 2025 version of the plan has been revised based on stakeholder feedback, updated infrastructure, and lessons learned from prior years.

FISCAL IMPACT/ FUNDING SOURCE: There is no immediate fiscal impact. Implementation of the plan relies on existing general fund allocations, ESSER funds (if applicable), and technology infrastructure already in place.

RECOMMENDATION: Approve the 2025 Instructional Continuity Plan

Respectfully Submitted,

Erin Feeley
Executive Director

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM III F.1.
TO: Board of Directors
FROM: Executive Director
DATE: June 10, 2025

SUBJECT: Review and Approval of the 2025 Local Indicator Results

ISSUE: The self-reflection process is mandated by the state to ensure schools assess and report their performance in key areas, providing an opportunity for continuous improvement.

BACKGROUND: The State of California requires all local educational agencies (LEAs) to conduct a self-reflection on specific local indicators annually. This self-reflection must be approved by the school's governing board and submitted to the state. The local indicators include:

- Basic Services and Conditions
- Implementation of State Academic Standards
- Parent Engagement
- School Climate
- Access to a Broad Course of Study

The self-reflection process serves several critical purposes:

- **Accountability:** Ensures schools are meeting state-mandated standards.
- **Transparency:** Provides clear and accessible information about school performance to stakeholders.
- **Improvement:** Identifies strengths and areas needing improvement to enhance educational outcomes.

Compliance with the state's requirements is crucial for several reasons:

- **Funding:** Ensures eligibility for state and federal funding.
- **Reputation:** Maintains the school's reputation and trust within the community.
- **Continuous Improvement:** Facilitates ongoing assessment and improvement of educational practices.

FISCAL IMPACT/ FUNDING SOURCE: NA

RECOMMENDATION: Approve the 2025 Local Indicator Results.

Respectfully Submitted,

Erin Feeley
Executive Director