



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: March 18, 2021

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements (results and recommendations for RFPs 21-04, 21-05 and 21-06 will be available 3/18/21)

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Grant

Amount

CHILD DEVELOPMENT

First 5 Sacramento Commission A21-00082	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received 2018-2021	\$1,580,550 No Match
<p>7/1/21 – 6/30/24: Grant to fund school readiness program and services for children ages 0-5 in the following school communities: Bowling Green Chacon, Camellia, Earl Warren, Edward Kemble, Ethel I. Baker, Ethel Phillips, James Marshall, John Bidwell, John Still, Lisbon, Nicholas, Oak Ridge, Pacific and Peter Burnett. Authorized uses of the grant funds include: parent engagement and support, developmental playgroups, social and emotional supports, kindergarten transition activities, health screenings, early literacy and planning & system integration.</p>		

Sacramento Employment and Training Agency (SETA) A21-00083	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2019/20	\$6,184,476 No Match
<p>8/1/21 – 7/31/22: Approval is requested for grant funding application for Head Start Program: Basic - \$6,153,276 and Training & Technical Assistance - \$31,200. The Child Development Department enrolls and serves 736 Head Start children within part-day preschool and full-day Children’s Centers. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Registered nurses, and other health professionals provide direct services and referrals to program participants. Upon submission and approval of Child Development’s grant funding application for Head Start the SCUSD Board of Education authorizes SETA to serve as the grantee, and if awarded, authorizes the Chief Business Officer to execute the sub-grant agreement with reasonable modifications and any other documents required by the funding source.</p>		

SPECIAL EDUCATION

California Department of Education A21-00075	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$18,000 No Match
<p>7/1/20 – 9/30/22: The Supporting Inclusive Practices (SIP) Grant specific to increasing access to the general education environment for students with disabilities is designed to assist District in: (1) improving educational results and functional outcomes for students with disabilities; and (2) ensuring District meets compliance and State Performance Plan program requirements specific to Least Restrictive Environment (LRE).</p>		

California Department of Education A21-00081	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No received in 2019/20	\$139,420 No Match
<p>7/1/20 – 6/30/21: Early Intervention Grant to be used for Early Education Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities and their families.</p>		

California Department of Education A21-00079	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2019/20	\$1,112 No Match
<p>7/1/20 – 9/30/22: Grant for Special Education Preschool Program Staff Development. Funding for training days and associated costs, including registration, substitute staff, materials, and presenter fees.</p>		

California Department of Education A21-00080	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2019/20	\$79,686 No Match
7/1/20 – 9/30/22: Alternate Dispute Resolution (ADR) Grant. Funding for the ADR process to respond to and resolve local complaints and concerns regarding the implementation of the Individuals with Disabilities Education Act. The ADR process is a desirable and effective practice that supports the positive interaction and collaboration among parents and educators, and promotes the implementation and use of conflict resolution throughout the state.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
Assessment Technologies Institute SA21-00142	2/1/21 – 2/1/2024: Subscription for virtual comprehensive assessment tools for vocational nursing students at Charles A. Jones Career & Education Center for the purpose of preparing students for the NCLEX (National Council Licensure Examination). The program includes a 12-week preparatory review wherein the student is assigned an experienced nurse as a coach who works one-on-one with the student to assess their readiness to take the NCLEX. At the end of the 12-week period, the coach evaluates the student's readiness for the exam and will provide post-remediation if the student is not yet ready. ATI's assessment tools also help the vocational nursing program instructors to determine the areas of focus for instruction. The goal of the program is to provide nursing students with a deeper understanding of nursing concepts and provide practice that produces improved results on the NCLEX, increasing the number of students moving forward to taking the State exam and becoming Licensed Vocational Nurses. Fees are assessed at the rate of \$1,760 per student and the school estimates 50 students per year during the 3-year term.	\$88,000 Per Year Adult Education Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Total: \$264,000

FACILITIES SUPPORT SERVICES

DLR Group SA20-00050	7/1/19 – 8/31/21: Increase to contract for provision of the 5-year Facilities Master Plan that includes Facility Condition Assessment; Educational Specification Assessment; Technology Readiness Assessment; demographic, capacity and utilization analysis; stakeholder engagement and database to support data collected. Increase is requested due to adjustments to the schedule necessitated by the District's changed priorities during the pandemic which extended the original completion date by a year. In addition, plans for community outreach events to be held at the District's comprehensive high schools had to be abandoned and a new course of action developed to capture the necessary input from the community.	Original Amount: \$1,877,142
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Increase: \$278,767
		New Total: \$2,155,909 Measure Q Funds

SPECIAL EDUCATION

Capital Kids
Occupational Therapy,
Inc.
S21-00061

3/18/21 – 6/30/21: Approve new master contract with Capital Kids Occupational Therapy for Non-Public Agency (NPA) services. NPA services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.

\$4,400
Special Education
Funds

New Contract:

- Yes
- No

TECHNOLOGY SERVICES

RFP 21-04
RFP 21-05
RFP 21-06

7/1/21 – Completion of Services: The District issued three RFPs for E-Rate Year 24:

Results and
Recommendations
Will be Available
at the Board
Meeting

New Contract:

- Yes
- No

RFP 21-04, Leased Dark Fiber to provide a new fiber connection between the district Warehouse and the Nutrition building to provide data network access.

RFP 21-05, Firewall Appliance and Support for firewall equipment and services to better secure the District's network between the Serna Center and all sites and the Sacramento County Office of Education due to additional student devices required for distance learning.

RFP 21-06, Category Two Equipment for networking equipment including wireless access points and related equipment, software, and service at Earl Warren, John Cabrillo, Leataata Floyd, Luther Burbank, Mark Twain, Oak Ridge, Rosemont, Sequoia, Success Academy and Sutterville which are having additional network cabling installed as well in an effort to increase network coverage and bandwidth to all learning spaces on the campuses.

85% of the cost of each contract will be paid by the E-Rate program and the District is responsible for the remaining 15%.

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	20	13693	67439	01
Attention Jorge A. Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified School District	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	3386	8182	INDEX	

Name of Grant Program 2020-21 Supporting Inclusive Practices	0663
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$18,000.00		\$18,000.00		07/01/2020	09/30/2022
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.027A	H027A190116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	

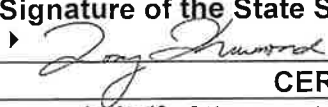

I am pleased to inform you that you have been funded for the Supporting Inclusive Practices grant. Funds will be used to support districts to increase access to and achievement in general education environment for students with disabilities.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

California Department of Education
 Attention: Timothy Nash, Associate Governmental Program Analyst
 1430 N Street, Room 2401
 Sacramento, CA 95814-5901

Please also scan and email a copy of the signed Grant Award Notification to tnash@cde.ca.gov.

California Department of Education Contact Katie Maloney-Krips, Special Education Division		Job Title Education Programs Assistant	
Email Address KMaloneyKrips@cde.ca.gov		Telephone 916-322-6638	
Signature of the State Superintendent of Public Instruction or Designee 		Date February 9, 2021	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>			
Printed Name of Authorized Agent		Title	
Email Address		Telephone	
Signature 		Date	

RECEIVED

FEB 18 2021

Grant Award Notification (Continued)

The following grant conditions apply:

This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 619, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.

1. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
2. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2019–20 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2019.asp>.
3. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
4. The grantee must complete and return the enclosed Expenditure Report to the CDE. Please ensure these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the Expenditure Report for detailed information on reporting requirements and payment reimbursements.
Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
5. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
6. The grantee must have a negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies are available on the CDE ICR web page at <https://www.cde.ca.gov/fq/ac/ic/>. The grantee must provide their ICR and the total indirect cost claimed on the Final Expenditure Report.
7. The grantee must return the Final Expenditure Report to the CDE no later than October 8, 2021, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant will be reimbursed.
8. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving

Grant Award Notification (Continued)

those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention Web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.

9. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.
10. By signing this document, you are agreeing to the terms and conditions of this grant, if selected, and will utilize grant funding for the purposes allowable to implement Supporting Inclusive Practices (SIP), including:
 - Increase inclusion of students with disabilities in the general education environment.
 - Create a new or update an existing action plan for increasing Least Restrictive Environment targets by June 2021.
 - Participate in scheduled Supporting Inclusive Practices events, which include but are not limited to: attending webinars, sending at least one local education agency (LEA) representative to the Spring Institute and sending at least one LEA representative to other SIP trainings scheduled in the 2020-21 fiscal year.
 - Scheduling of ongoing coaching/training with your assigned LEAs, which will include at least one site visit per the 2020-21 fiscal year.
 - Participate in quarterly conference calls to update SIP Directors and the California Department of Education Contract Monitor of regional technical assistance and support provided.
 - Use of a digital data collection system.
 - An administrator to serve as the project lead.
 - Additionally, if personnel changes occur within the project or you are unable to complete the project due to an unforeseen issue, you must notify the SIP Directors. Grant funding will be prorated for sites that are unable to complete the project.

If you have any fiscal questions regarding this grant, please contact Timothy Nash, Associate Governmental Program Analyst, Special Education Division, by phone at 916-319-0465 or by email at PPL@cde.ca.gov.

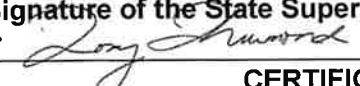
cc: Business Fiscal Officer: Expenditure Report
Special Education Local Plan Area Director

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			20	23761	67439	01
Attention Jorge Aguilar, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Sacramento City Unified SELPA 3412			Resource Code	Revenue Object Code	34	
Telephone 916-643-9000			3385	8182	INDEX	
Name of Grant Program 2020-21 Part C, Early Education Program					0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$139,420		\$139,420		7/1/2020	6/30/2021
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
I am pleased to inform you that you have been funded for the Part C, Early Education Program grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Please scan and email a signed copy of the Grant Award Notification (AO-400) to PPL@cde.ca.gov . Please return the original, signed Grant Award Notification to: <div style="text-align: center;"> California Department of Education Attention: Alexa Slater, Associate Governmental Program Analyst 1430 N Street, Room 2401 Sacramento, CA 95814-5901 </div>						
California Department of Education Contact Alexa Slater, Special Education Division				Job Title Associate Governmental Program Analyst		
Email Address ASlater@cde.ca.gov				Telephone 916-322-0581		
Signature of the State Superintendent of Public Instruction or Designee 				Date January 25, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
Email Address				Telephone		
Signature 				Date		

RECEIVED
FEB 24 2021

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824-4528				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	13431	67439	01
Attention Jorge A Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Sacramento City Unified SELPA 3412				Resource Code	Revenue Object Code	34	
Telephone 916-643-4528				3345	8182	INDEX	
Name of Grant Program 2020-21 Preschool Staff Development						0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$1,112.00		\$1,112.00		07/01/2020	09/30/2022	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.173A	H173A190120	Individuals with Disabilities Education Act Part B, Section 619			United States Department of Education		
I am pleased to inform you that you have been funded for the Preschool Staff Development grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) to:							
California Department of Education Attention: Annie Baccay 1430 N Street, Room 2401 Sacramento, CA 95814-5901				RECEIVED MAR 01 2021 <small>OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District</small>			
Please also scan and email a copy of the signed Grant Award Notification to PPL@cde.ca.gov .							
California Department of Education Contact Annie Baccay				Job Title Education Programs Consultant			
E-mail Address ABaccay@cde.ca.gov					Telephone 916-322-3048		
Signature of the State Superintendent of Public Instruction or Designee 					Date February 12, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature ▶					Date		

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 619, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the uniform administrative requirements, cost principles, and audit requirements for federal awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget (OMB) Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2020–21 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2020.asp>.
4. The grantee must sign and complete the certification of acceptance of grant requirements section of the AO-400 form, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 form to the CDE.
5. The grantee must complete and return to the CDE the expenditure report. Please ensure that these funds are appropriately reported by using the standardized account code structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report Instruction for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions three through five, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must provide the Special Education Local Plan Area (SELPA) Responsible Local Agency/Administrative Unit (RLA/AU) negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies (LEAs) are available on the CDE Indirect Cost Rates (ICR) web page at <https://www.cde.ca.gov/fq/ac/ic/>. The SELPA RLA/AU must complete the ICR Report and return with the Final Expenditure Report. When submitting ICR report, the grantee must report the maximum allowable and actual indirect cost claimed by each SELPA RLA/AU receiving IDEA funds excluding pass through to LEAs.
8. The grantee must return to the CDE the Final Expenditure Report and ICR Report no later than October 7, 2022, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.

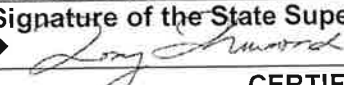

Grant Award Notification (Continued)

9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
10. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact the Programs and Partnerships Unit by phone at 916-327-0878 or by email at PPL@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report Instruction
Special Education Local Plan Area Director

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				20	15539	67439	01	
Attention Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Sacramento City Unified, 3412				Resource Code	Revenue Object Code		34	
Telephone 916-643-9000				3395	8182		INDEX	
Name of Grant Program 2020-21 Alternate Dispute Resolution COVID-19							0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date	
	\$79,686		\$79,686			07/01/2020	09/30/2022	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency		
84.027A	H027A200116	Individuals with Disabilities Education Act Part B, Section 611				United States Department of Education		
I am pleased to inform you that you have been funded for the Alternate Dispute Resolution (ADR) COVID-19 Grant.								
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.								
Please scan and submit the signed Grant Award Notification (AO-400) to the ADR mailbox at ADR@cde.ca.gov . Please return the original, signed Grant Award Notification to:								
California Department of Education Special Education Division Michael Wimberly, Education Programs Consultant 1430 N Street, Room 2401 Sacramento, CA 95814-5901						RECEIVED MAR - 1 2021 OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District		
California Department of Education Contact Michael Wimberly, Special Education Division					Job Title Education Programs Consultant			
Email Address mwimberly@cde.ca.gov						Telephone 916-319-0377		
Signature of the State Superintendent of Public Instruction or Designee 						Date February 5, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
Printed Name of Authorized Agent					Title			
Email Address						Telephone		
Signature 						Date		

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This grant is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2020–21 web page at <https://www.cde.ca.gov/fg/fo/fm/generalassurances2020.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400 form, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 form to the CDE.
5. The grantee must complete and return the enclosed expenditure report, 2020–21 Alternate Dispute Resolution (ADR) COVID-19 grant expenditure report, and 2020–21 ADR COVID-19 Grant Progress Report to the CDE. Please ensure these funds are appropriately reported by using the standardized account code structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the Expenditure Report for detailed information on reporting requirements and payment reimbursements. **Note:** The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. To receive final payment, the grantee must complete and return the enclosed ADR COVID-19 Grant Report, as specified in the Request for Application, to the CDE on or before **April 1, 2021**. Please submit this report by email at ADR@cde.ca.gov.
8. The grantee must have a negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies are available on the CDE ICR web page at <https://www.cde.ca.gov/fg/ac/ic/>. The grantee must provide their ICR and the total indirect cost claimed on the Final Expenditure Report.

Grant Award Notification (Continued)

9. The grantee must return to the CDE the Final Expenditure Report and required documents no later than October 9, 2022, to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
10. To continue receiving grant payments, the grantee must complete and return the enclosed 2020-21 ADR COVID-19 Grant Progress Report to the ADR mailbox at ADR@cde.ca.gov, on the basis of the reporting periods provided on the form. To request a digital copy of the 2020-21 ADR COVID-19 Grant Progress Report, please email ADR@cde.ca.gov. ADR COVID-19 Grant funding may be impacted by the data and information provided.
11. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
12. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Michael Wimberly, Education Programs Consultant, Special Education Division, by phone at 916-319-0377 or by email at ADR@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report
Special Education Local Plan Area Director: ADR Expansion Grant Supplemental Assurances Statement and ADR Expansion Grant Progress Report

Resource Code 3395 – Alternate Dispute Resolution (ADR) COVID-19

What's New

Beginning in fiscal year 2020–21, the special education local plan area (SELPA) responsible local agency/administrative unit (RLA/AU) must complete the Indirect Cost Rate (ICR) Report and return with the Final Expenditure Report. When submitting the ICR Report, the grantee must report the maximum allowable and actual indirect cost claimed by each SELPA RLA/AU receiving Individuals with Disabilities Education Act (IDEA) funds excluding pass through to local educational agencies (LEAs).

The downloadable version of the forms below are available on the California Department of Education (CDE) Local Educational Agency Grants web page at <https://www.cde.ca.gov/sp/se/as/leagrnts.asp>.

- Expenditure Report
- Expenditure Report Instructions
- Budget Plan
- Indirect Cost Rate Report

Expenditure Report Instructions are as follows:

Purpose of Report

This report is used to determine the grant payment based on the actual expenditures reported during the grant award period.

Indirect Cost Rate

- The grantee must provide the SELPA RLA/AU negotiated approved federally recognized ICR for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE ICR web page at <https://www.cde.ca.gov/fq/ac/ic/>.
- The SELPA RLA/AU must provide their ICR and the total indirect expenses on the Final Expenditure Report.

Payments

- The grantee must complete and return to the CDE the Expenditure Report and the signed Grant Award Notification (GAN). In addition, general assurances and certifications required for grants supported by federal funds must be provided through your agency's Consolidated Application. Upon receipt of these documents, the initial payment will be issued on a reimbursement basis and determined by the expenditures reported.

- In accordance with Title 31 *CFR* Part 205.10, the CDE grant payments must be limited to the actual immediate cash requirements of the grantee. Payments will be issued up to the reported expenditures.
- Title 34 *CFR* Section 80.20(b)(7) requires that if the state's sub-recipients receive payments, procedures must be followed to minimize the time between the receipt and disbursement of federal funds.

Budget Plan Requirement

- After September 30, 2022, a Budget Plan must accompany the next Expenditure Report unless funds are fully expended.
- Failure to submit a Budget Plan with the Expenditure Report, will result in a delay of future payments to the grantee.

Report to the California State Superintendent of Public Instruction

- As a condition of funding, grantees must report to the State Superintendent of Public Instruction all of the following information, **on or before April 1, 2021**:
 - The number of cases mediated through ADR services
 - The number of cases totally resolved by agreement
 - The number of cases refusing ADR services and requesting due process
 - A list of the issues that generated the request for dispute resolution services
 - Any recommendations for the work-group developing the statewide Individualized Education Program (IEP) Addendum for Distance Learning Template to ensure issues resulting from special education and related service delivery during the COVID-19 pandemic and distance learning are considered and addressed in the development of the addendum template

A copy of this Report to the SSPI has been enclosed in the Grant Award Notification, and is available electronically upon request by contacting the CDE Alternate Dispute Resolution team by email at ADR@cde.ca.gov.

If you have any questions regarding this subject, please email the Alternate Dispute Resolution team at ADR@cde.ca.gov.

Acronym Legend:

SELPA: Special Education Local Plan Area

SCO: State Controller's Office

Return completed form to:

Special Education Division

Administrative Services Unit

California Department of Education

1430 N Street, Suite 2401

Sacramento, CA 95814-5901

**Special Education Grant
Expenditure Report
Fiscal Year 2020-21**

Grant Award Period: July 1, 2020, through September 30, 2022

Grant Name:

Grantee Name:

SELPA Name: **SELPA Code:**

Program Cost Account: **Vendor Number:** **Suffix:**

Standardized Account Code Structure (SACS) Resource Code:

Refer to the Expenditure Report Instructions for reimbursement requirements. Reports 1 – 6 are due 30 days after the last day of each report period. Report 7 is due October 9, 2022.

Report Periods

Please check the appropriate boxes to indicate the report period for this report.

- Report 1:** July 1, 2020, through December 31, 2020
- Report 2:** January 1, 2021, through March 31, 2021
- Report 3:** April 1, 2021, through June 30, 2021
- Report 4:** July 1, 2021, through September 30, 2021
- Report 5:** October 1, 2021, through January 31, 2022
- Report 6:** February 1, 2022, through June 30, 2022
- Report 7:** July 1, 2022, through September 30, 2022
- Final Report**

Final Report:

The grantee may submit a Final Expenditure Report prior to the award ending date, if funds have been fully expended. Upon receipt of the Final Expenditure Report and Indirect Cost Rate (ICR) Report (if applicable), the California Department of Education (CDE) will issue up to 100 percent of the total grant award. Please refer to the Grant Award Notification conditions for ICR Report requirements. If the grantee did not expend all funds received, the CDE will issue an invoice for the amount (if any) determined as excess to be returned.

Expenditures Summary. Complete the table below:

Description	Amount
A. Total Grant Award Amount	
B. Prior Cumulative Actual Expenditures Reported [includes Comprehensive Coordinated Early Intervening Services (CCEIS) and Private Parentally Placed Individual Service Plan (PPP ISP)]	
C. Current Actual Expenditures	
D. Current CCEIS Actual Expenditures (if applicable)	
E. Current PPP ISP Actual Expenditures (if applicable)	
PPP ISP Set Aside Amount (if applicable)	
F. Total Combined Expenditures (B through E)	
G. Cash Payments Received	
H. Reimbursement Claimed (F minus G)	
I. Report on Final Expenditures Report Only: Indicate the Total Indirect Cost Claimed [as reported on the ICR Report (if applicable)]	
J. Unused Balance (A minus F)	
K. Excess To Be Returned (G minus F)	

Certification

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 - 3730 and 3801 - 3812). Full records of receipts and expenditures have been maintained and are available for a period of five years after submission of a Final Expenditure Report.

Name and Title of Authorized Agent	Name and Title of Contact Person	Email and Phone Number of Contact Person
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Signature of Authorized Agent

Signed By: <input style="width: 95%;" type="text"/>	Date Signed: <input style="width: 95%;" type="text"/>
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For CDE Use:

Approved By: <input style="width: 95%;" type="text"/>	Date Approved: <input style="width: 95%;" type="text"/>	Budget Plan: <input style="width: 95%;" type="text"/>
Interim Payment: <input style="width: 95%;" type="text"/>	Final Payment: <input style="width: 95%;" type="text"/>	Date to SCO: <input style="width: 95%;" type="text"/>
Payment Identifier: <input style="width: 95%;" type="text"/>	Voucher Number: <input style="width: 95%;" type="text"/>	

Alternate Dispute Resolution COVID-19 Grant

Report to California State Superintendent of Public Instruction

Fiscal Year 2020–2021

Due April 1, 2021

Special Education Local Plan Area (SELPA) Name

SELPA Code

SELPA Director

Contact Person Name and Title

Email

Telephone Number

Alternate Dispute Resolution COVID-19 Grant

Report to California State Superintendent of Public Instruction

Fiscal Year 2020–2021

Due April 1, 2021

As a condition of receiving grant funds, grantees are required to submit a report to the Superintendent of Public Instruction (via the Special Education Division) by April 1, 2021, that includes all of the following information:

The number of cases mediated through alternative dispute resolution service:

The number of cases totally resolved by agreement:

The number of cases refusing alternative dispute resolution services and requesting due process:

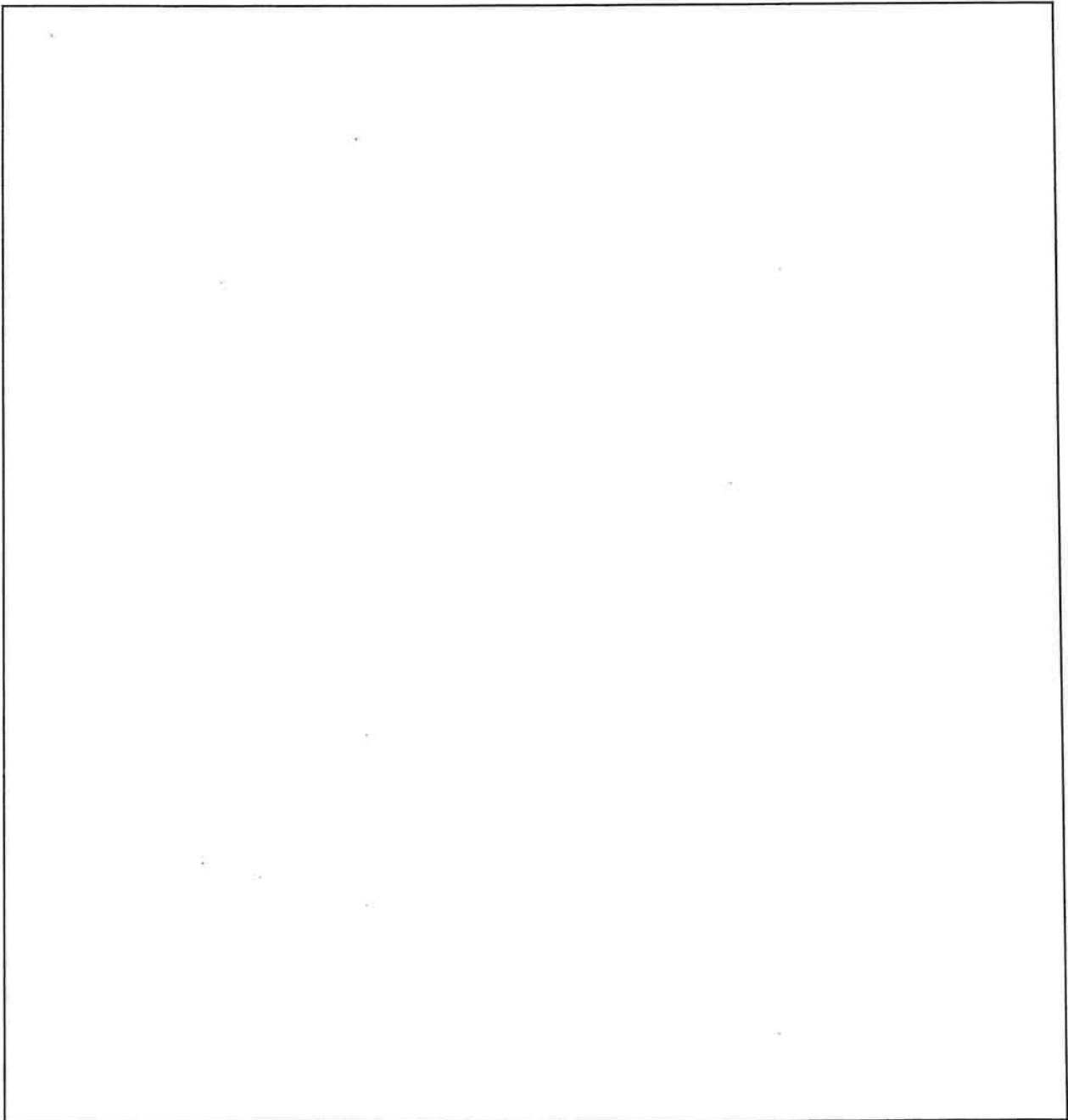
Alternate Dispute Resolution COVID-19 Grant

Report to California State Superintendent of Public Instruction

Fiscal Year 2020–2021

Due April 1, 2021

A list of the issues that generated the request for dispute resolution services:

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to list the issues that generated the request for dispute resolution services.

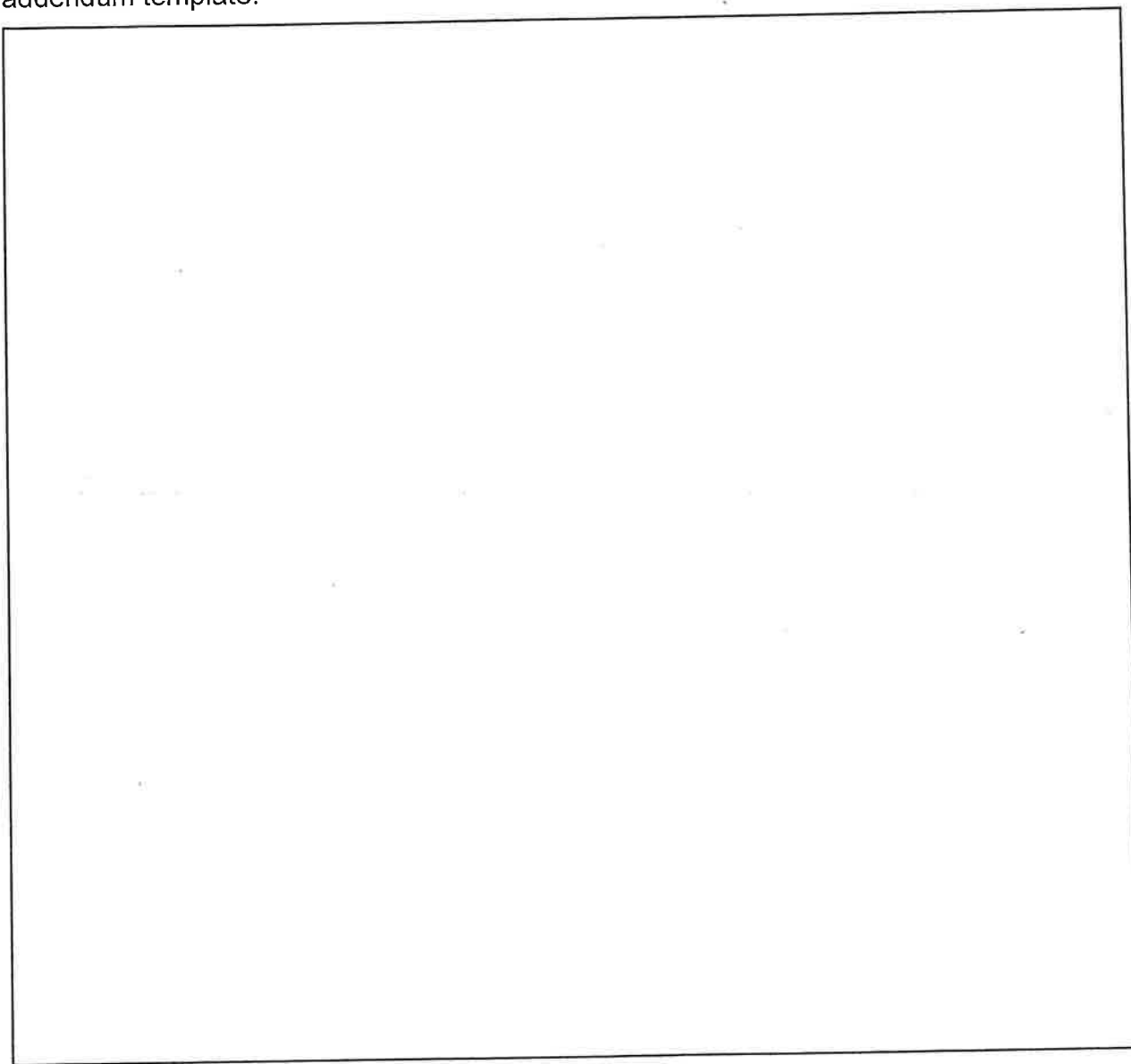
Alternate Dispute Resolution COVID-19 Grant

Report to California State Superintendent of Public Instruction

Fiscal Year 2020–2021

Due April 1, 2021

Any recommendations for the work-group developing the statewide Individualized Education Program addendum for distance learning template to ensure issues resulting from special education and related service delivery during the COVID–19 pandemic and distance learning are considered and addressed in the development of the addendum template:

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide recommendations as specified in the text above.

ATI COMPLETE PARTNERSHIP AGREEMENT

This ATI Complete Partnership Agreement (this “**Agreement**”) is entered into by and between Assessment Technologies Institute, L.L.C., with its principal place of business at 11161 Overbrook Road, Leawood, KS 66211 (“**ATI**”) and Charles A. Jones Career and Education Center with its principal place of business at 5451 Lemon Hill Avenue, Sacramento, CA 95824 (“**Nursing Program**”) (referred to collectively herein as “**the Parties**”) and contains terms and conditions governing Nursing Program’s procurement of Products and Services from ATI. This Agreement shall be binding when signed by the Parties (the “**Effective Date**”).

1. PURPOSE. This Agreement sets forth terms and conditions under which ATI shall license ATI Products and provide ATI Services to Nursing Program. “**Products**” shall mean ATI’s proprietary products or products licensed or supplied to ATI by a third party, including all related books, videos, curriculum content, documentation, manuals, guides, practice and proctored assessments (“**Assessment(s)**”), computer software programs, and other materials, and any copies, in any form or medium delivered or made accessible to Nursing Program, including all updates, upgrades, new versions and revisions thereto made commercially available by ATI. “**Services**” shall mean any service provided by ATI to the Nursing Program in connection with Product(s) or otherwise, including any implementation, maintenance and support services related to computer software programs. Any schedules (“**Schedules**”) attached hereto, or signed by the Parties subsequent to the Effective Date of this Agreement, shall be incorporated into and made a part of this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of a Schedule, the terms of said Schedule shall prevail.

2. LICENSE GRANT AND RESTRICTIONS.

(a) License Grant. Subject to the terms herein, ATI grants to Nursing Program a non-exclusive, non-transferrable, non-sublicensable right to access and use the Products and Services delivered or made available online to Nursing Program by ATI (“**License**”), as set forth in Schedule A and described in an ATI Comprehensive Assessment and Remediation Program order form or any future form used by ATI for Product orders (“**ATI Order**”). Products may be used only by Nursing Program’s enrolled students (each, a “**Student**”), administrators, preceptors, faculty, and staff (“**Nursing Program Staff**”) in the United States (collectively, “**Authorized Users**”), in connection with the Nursing Program class identified in Schedule A (“**Nursing Program Class**”) during the period a Student is enrolled in Nursing Program’s nursing program. This License term (“**License Term**”) for each Nursing Program Class’s use of the Products and Services shall begin upon the applicable Nursing Program Class curriculum start date (“**License Start Date**”) and, unless terminated earlier pursuant to this Agreement, shall terminate one year after said Nursing Program Class’s graduation date, except as otherwise specified in Schedule A (“**License End Date**”). Product enhancements made commercially available by ATI during the License Term shall be provided to Nursing Program at no additional charge. Nursing Program acknowledges that its right to use any Products comprised of computer software programs will be web-based only pursuant to the terms of this Agreement and such software will not be installed on any servers or other computer equipment owned or controlled by Nursing Program or otherwise provided to Nursing Program.

(b) Security of ATI Products and Services. Nursing Program shall supervise use of the Products and Services by Authorized Users and take reasonable measures to allow only Authorized Users to access the Products and Services. Nursing Program shall comply with ATI’s proctoring requirements as they related to administration of ATI Assessments, which shall be provided by ATI in writing to Nursing Program. Nursing Program shall take reasonable measures to prevent Authorized Users from misusing and improperly sharing Products and Services and will have clear policies, actively enforced by Nursing Program, that prohibit any form of cheating on ATI Assessments, including but not limited to, any copying, reproduction, sharing or distribution of all or part of any ATI Assessment. Nursing Program shall not (and take reasonable steps to ensure Authorized Users do not) (i) modify, translate, copy, reproduce, disassemble, decompile, or create derivative works of the Products or Services or any portion thereof; and (ii) transfer, loan, rent, lease, distribute, or grant any rights in any form in or to Products or Services or remove or obscure any copyright or other proprietary notice, labels or proprietary marks therein. All Products and Services are subject to copyright and contain confidential and trade secret information belonging to ATI and Nursing Program agrees not to disclose any Product or Services, or portion thereof, to any person who is not an Authorized User. If Nursing Program is obtaining online access to Products hosted on ATI’s servers, Nursing Program, including Authorized Users, shall receive and utilize access information, such as passwords and usernames, (“**Access Information**”) to permit Product access. Nursing Program shall implement reasonable measures to safeguard against improper sharing or unauthorized use of such Access Information.

(c) Termination of License. ATI may terminate the License by written notice (i) with immediate effect if Nursing Program infringes or misappropriates any ATI IP rights (as defined in Section 4), if ATI determines that the security and integrity of any ATI Assessment(s) would be at risk through continued use by Nursing Program, or if Nursing Program breaches any material License provision contained in this Section 2, or (ii) if Nursing Program fails to cure any other material breach of this Agreement within thirty (30) days after receipt of written notice from ATI. On the License End Date, or in the event of an earlier License termination under this Section 2, Nursing Program shall make no further use of the Products or Services and, in the event of a breach of this Section 2, ATI shall deactivate Nursing Program’s access to the Products and Services licensed hereunder.

3. ORDER; PAYMENT

(a) Orders. For each Nursing Program Order for ATI Products and Services hereunder, the Parties shall execute a Schedule which shall include (i) a list the Products; (ii) a mutually agreeable description of Services to be performed, including the obligations of the Parties; and (iii) Product and Services fees due under the Schedule, including any specific invoicing periods. As ATI Product pricing is per Student, Nursing Program shall promptly notify ATI of any new Student(s) joining the program after Nursing Program has commenced use of the Products and Nursing Program shall be responsible for payment of additional fees for any such additional Student(s) in accordance with Schedule A.

(b) Product and Services Fees Payment. Product and Services fees noted in the applicable Schedule are due and payable net thirty (30) days from the invoice date. Notwithstanding the foregoing, ATI reserves the right to require pre-payment of all or a portion of the Product and Services fees prior to delivering or providing access to Products and/or prior to delivering Services. Any amounts which are not paid when due shall bear interest at one and one half percent (1.5%) per month or the maximum legal rate, if less. In addition, ATI reserves the right to suspend access to ATI web-based Products and Services in the event that if Nursing Program is more than ninety (90) days past due on any undisputed amounts, and Nursing Program agrees that ATI shall not be liable to Nursing Program or to any third party for any liabilities, claims or expenses arising from or relating to termination or such suspension of access to ATI Products and Services.

(c) Taxes. All fees noted on a Schedule are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed against the sale, licensing, delivery, or use of Product(s) or Services. Nursing Program shall pay all taxes that may become due as a result of this Agreement, excepting only ATI’s income and payroll related taxes. ATI shall invoice Nursing Program for all such taxes, which may be paid by ATI unless, prior to Product delivery or commencement of applicable Services, Nursing Program provides ATI with a valid tax-exempt certificate.

4. PROPRIETARY RIGHTS. Nursing Program acknowledges that the Products and Services materials, as well as ATI’s proprietary information, tools, methods, programs, software, graphics, user interfaces, logos, trademarks, anything developed or delivered by ATI under this Agreement, and all prior developed intellectual property, are the sole and exclusive intellectual property of ATI or its licensors (“**ATI IP**”) and, other than as expressly set forth in this Agreement, no license or other rights in or to the Products or Services are granted to Nursing Program, and all such licenses and rights are hereby expressly reserved by ATI. All ATI consulting Services shall be delivered on a non-work for hire basis. Nursing Program’s limited right to use such ATI IP shall be governed by the licensing, confidentiality, and other use restriction provisions of this Agreement. ATI’s names, and its product and Services names, are trademarks and service marks belonging to ATI. All rights reserved. ATI Products and Services are protected by copyright and no part of the ATI Products or Services may be resold, licensed, copied, transferred, distributed, stored, reproduced, or disclosed to any third party without written permission of ATI. Nursing Program is not permitted to use any ATI Services material or content for the delivery of its own presentation or workshop. To the extent that any ATI IP is included in any consulting/workshop Services, Nursing Program may use such ATI IP pursuant to the License and solely for its own internal business purpose, provided that use of any ATI proprietary software shall not be included in such License and is restricted solely to use by ATI in connection with ATI’s delivery of such consulting/workshop Services. ATI reserves the right to seek

all legal and equitable rights and remedies available to ATI for any Nursing Program use of ATI IP in violation of this Agreement.

5. WARRANTIES AND DISCLAIMERS.

(a) ATI warrants that (i) for 90 days after delivery of, or Nursing Program receiving access to, the Products, the media and documentation supplied by ATI to Nursing Program shall be free from material defects in materials and workmanship under normal use and that the Products shall perform in all material respects in accordance with the documentation provided (“**Product Warranty**”) and (ii) Services shall be performed in a good workmanlike manner consistent with generally accepted industry standards (“**Services Warranty**”). The foregoing Product Warranty and Services Warranty shall not apply if the Product or Service, as applicable, has been subject to misuse or modification (other than modification by ATI or its licensors) and the nonconformance can be demonstrated on an unmodified version of such Product or Service. For a breach of Product Warranty which is reported during the Product Warranty period, ATI shall correct or replace the Product or, if such is not practical in ATI’s judgment, refund amounts paid for such defective Product. For a breach of Services Warranty which is reported to ATI no later than thirty (30) days following performance of the defective Service, ATI shall re-perform such defective Service at no cost to Nursing Program or, if re-performance is not practical in ATI’s judgment, provide to Nursing Program a refund for amounts paid for the defective Service. Except for the foregoing warranty, ATI’s Products and Services are provided “as-is” without warranty of any kind.

(b) Nursing Program acknowledges that Products are intended solely for academic purposes and that Authorized Users should NOT rely on the Products as a reference for administering medications or patient care or as a substitute for professional medical judgment. ATI does not assume, and hereby expressly disclaims, any responsibility for, or warranty regarding, Nursing Program’s ability to satisfy or meet any accreditation requirements. **NURSING PROGRAM IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MONITORING AND VERIFYING ITS INPUT TO THE ATI PRODUCTS AND SERVICES (INCLUDING WITHOUT LIMITATION NURSING PROGRAM DATA) AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY FINANCIAL, CLINICAL OR MEDICAL INFORMATION OR OTHER OUTPUT PROVIDED BY ATI PRODUCTS AND SERVICES.** ATI shall be entitled to rely on the accuracy, truthfulness and completeness of all Nursing Program input into ATI Products and Services (including Nursing Program Data), and Nursing Program hereby releases ATI from any claims arising out of such improper reliance on Products or Services.

(c) **THIS SECTION SETS FORTH ATI’S SOLE LIABILITY AND NURSING PROGRAM’S SOLE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED. ATI DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCTS OR SERVICES SHALL MEET NURSING PROGRAM’S SPECIFIC REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, NOR SHALL ATI BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF NURSING PROGRAM DATA, FILES OR PROGRAMS .** ATI shall have no obligations under this Section 5 if the breach is caused by Nursing Program’s improper use or modification of a Product.

6. CONFIDENTIAL INFORMATION AND NURSING PROGRAM DATA.

(a) The Parties agree that (i) this Agreement, any Schedules and Orders, and the Products and Services provided hereunder and any information Nursing Program receives or reviews concerning ATI, including, but not limited to, any information concerning ATI’s past, present and future research, marketing, development, operations and business activities, information regarding Products or Services, methods of database creation, ATI’s translation, standardization, enhancement, and data analysis techniques, ATI’s data reporting methods and formats, ATI’s software tools for report creation, distribution and retrieval, associated algorithms, tools, programs, software architecture and technology, and any other information or material proprietary to ATI or its licensors of which the Nursing Program may obtain knowledge or access from ATI during ATI’s performance hereunder is confidential information of ATI (collectively, “**ATI Confidential Information**”); and (ii) personal or academic information regarding Students and information about Nursing Program submitted to ATI or any ATI System by Nursing Program or Nursing Program Staff or Students (“**Nursing Program Data**”) is confidential information of Nursing Program (collectively, “**Nursing Program Confidential Information**”); and (iii) each party may receive or

have access to confidential and proprietary information (“**Receiving Party**”) of the other party (“**Disclosing Party**”), whether orally or in writing, that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information (collectively, “**Confidential Information**”). Confidential Information shall not include any information that can be shown by the Receiving Party to be (i) generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) independently developed by the Receiving Party without any breach of any obligation owed to the Disclosing Party; or (iv) received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written consent. Each party shall protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event less than reasonable care. If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent permitted by law). Each party reserves the right to seek injunctive relief, in addition to any other remedies available at law, to protect its Confidential Information.

(b) ATI and its licensors may compile and use statistical, diagnostic, technical or general usage information related to its Systems, and may in some cases make such information publicly available, provided that such information is aggregated, de-identified, and/or made anonymous and does not identify Nursing Program Confidential Information, personally identifiable Nursing Program Data or include Nursing Program’s name. ATI retains all intellectual property rights in such aggregated and de-identified information.

7. INDEMNIFICATION.

(a) Subject to this Section 7, if an action is brought against Nursing Program claiming that Products, when used in accordance with ATI Product manuals and guides and this Agreement, infringes a valid patent or registered copyright, or misappropriates a trade secret, ATI shall defend Nursing Program at ATI’s expense and pay the damages and costs finally awarded against Nursing Program in relation to the infringement or misappropriation action, but only if (i) Nursing Program notifies ATI promptly upon learning that an action has been or might be asserted, (ii) ATI has sole control over the defense of the action and any negotiation for its settlement or compromise, and (iii) Nursing Program fully cooperates in ATI’s defense of such action. ATI shall have no obligation or liability under this Section 7 if the action results from (i) a modification or improper use of such Product, (ii) the failure to promptly replace a Product with a new Product when notified by ATI that the replacement Product would have eliminated the actual or alleged infringement or misappropriation, (iii) the use of any non-ATI product, information, design, specification, instruction, software, data, or material in combination with the Product where such infringement would not have arisen but for such combination, or (iv) ATI’s compliance with designs, plans or specifications furnished by Nursing Program. If a covered claim described in this Section may be or has been asserted, Nursing Program shall permit ATI, at ATI’s option and expense, to (i) secure the right for Nursing Program to continue using the Product, (ii) replace, modify, or create a workaround for the Product to eliminate the infringement or misappropriation while providing functionally equivalent performance, or (iii) terminate the applicable License and, upon Nursing Program’s return of the infringing Product, refund to Nursing Program the amount actually paid to ATI for such Product. **THIS SECTION 7 SETS FORTH ATI’S SOLE LIABILITY AND NURSING PROGRAM’S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.**

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, OR AFFILIATES EXCEED IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT THE TOTAL AMOUNT THAT NURSING PROGRAM ACTUALLY PAID TO ATI FOR THE SPECIFIC PRODUCT OR SERVICE WHICH IS THE SUBJECT OF SUCH ACTION OR

PROCEEDING IN THE PRIOR TWELVE (12) MONTHS, PROVIDED, HOWEVER, THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR RELIEVE NURSING PROGRAM OF ITS OBLIGATION TO MAKE FULL PAYMENT OF ALL AMOUNTS DUE HEREUNDER.

9. HIGH-STAKES USE. Nursing Program acknowledges and understands that ATI discourages use of ATI Products, Services and Assessments as the sole criterion to determine student advancement, graduation, or readiness to sit for any licensure exam ("High-Stakes Use"). ATI disclaims any and all responsibility, liability or obligation in connection with any High-Stakes Use, policy or practice by Nursing Program. Nursing Program shall defend, indemnify and hold harmless ATI and its affiliates, directors, employees, agents, successors and assigns from and against any claim, liability, damage, cost or expense arising out of or related to Nursing Program's High-Stakes Use of any ATI Products, Services or Assessments.

10. MISCELLANEOUS

(a) No Agency. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

(b) Force Majeure. Neither party shall be considered in breach of its obligations under this Agreement due to any failure to perform such obligations arising out of causes beyond the reasonable control, and without the fault or negligence, of such party. Such causes shall not excuse Nursing Program from paying accrued amounts due to ATI through any available lawful means acceptable to ATI. If any such causes continue to prevent or delay performance for more than 180 days, ATI may terminate this Agreement, effective immediately upon notice to Nursing Program.

(c) Notice. All notices or approvals required or permitted under this Agreement shall be given in writing and signed by the authorized representatives of the Parties hereto. All such notices shall be hand delivered or sent to the Parties' respective addresses first set forth above or to such other address as either party may specify by written notice to the other. No failure or delay by either party to exercise any right or remedy specified herein shall be construed as a current or future waiver of such remedy or right, unless said waiver is in writing.

(d) Amendments. This Agreement may be superseded or modified solely by written agreement signed by the authorized representatives of both parties hereto, which specifically acknowledges the existence of this Agreement and that it is being superseded or modified by the terms of such subsequent written agreement.

(e) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Kansas, U.S.A., excluding its conflict of law principles, and consent to exclusive jurisdiction in the state and federal courts located in Johnson County in any action related to this Agreement. In the event of any action related to this Agreement, the court shall have the power to award costs and attorneys fees to the prevailing party in such action. The parties specifically agree to exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act in the form adopted by any state from governing this Agreement and any transaction between the parties that may be implemented in connection herewith. All provisions of this Agreement that by their nature are intended to survive expiration or termination shall survive.

(f) Assignment. Nursing Program may not assign any of its obligations, rights or remedies hereunder, in whole or in part, without the express written approval of ATI.

(g) Restricted Government Rights. The Products were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to ATI and/or its suppliers. For US Department of Defense units, the Products are considered

commercial computer software in accordance with US DFARS 227.7202-3 and its successors, and use, duplication, or disclosure by the US Government is subject to the restrictions set forth herein.

(h) Publicity. Nursing Program permits ATI to use Nursing Program's name and logo in ATI's list of customers and ATI Complete Partnership customers, including but not limited to in ATI's marketing and website materials, provided that ATI shall not include any statement indicating Nursing Program's endorsement of ATI or any ATI Product or Service without Nursing Program's express written authorization. Any use beyond the foregoing shall require Nursing Program's prior written permission.

(i) Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

(j) Export Regulations. Nursing Program acknowledges that ATI deliverables are subject to export controls and agrees to strictly comply with all applicable U.S. export controls and regulations and will not export any ATI deliverables outside of the U.S.

(k) Feedback. ATI has not agreed to and does not agree to treat as confidential any suggestion, enhancement request, customization request, recommendation or idea for improving or otherwise modifying any of ATI's Products or Services ("Feedback") that Nursing Program or any Authorized Users provide to ATI. Nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict ATI's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Nursing Program or any Authorized User.

(l) Entire Agreement. The terms set forth herein constitute the entire agreement between the Parties with respect to Nursing Program's procurement and use of Product(s) and Services from ATI. This Agreement shall override and replace all terms contained in any Nursing Program purchase order accepted by ATI. These terms supersede and exclude all prior or contemporaneous proposals, understandings, agreements, negotiations, and representations, whether oral or written, with respect to the subject matter of this Agreement.

11. SCHEDULES. The following attached Schedules are incorporated by reference into and made a part of this Agreement:

Schedule A – ATI Complete Partnership Agreement - Additional Terms and Conditions

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Assessment Technologies Institute, LLC, by its authorized representative:

DocuSigned by:
Mike Lynch
Signature: 6F20EF37C7674E6...
Name: Mike Lynch
Title: Executive Vice President
Date: 2/17/2021 | 7:04 PM CST

Nursing Program, by its authorized representative:

DocuSigned by:
Rose Ramos
Signature: CC6FE7C204D7402...
Name: Rose Ramos
Title: Chief Business Officer
Date: 2/11/2021

SCHEDULE A**ATI Complete Partnership Agreement
Additional Terms and Conditions**

This Schedule A (“**this Schedule**”) sets forth additional terms and conditions of the ATI Complete Partnership Agreement entered into by Nursing Program. This Schedule is subject to the terms of the ATI Complete Partnership Agreement between ATI and Nursing Program (“**Agreement**”). Terms used herein shall have the same meaning as set forth in the Agreement, unless separately defined herein. In the event of any inconsistency between the terms of the Agreement and this Schedule, this Schedule shall prevail.

1. Products

(a) The following ATI Products are procured by Nursing Program and licensed by ATI for use with Nursing Program cohorts with a curriculum start date between the period beginning February 1, 2021 and ending February 1, 2024 (License Term) (each such cohort referred to herein as the “**Nursing Program Class**” and collectively referred to herein as the “**Nursing Program Classes**”), subject to the terms of the Agreement and this Schedule:

CARP (Comprehensive Assessment & Review Program)	Nurses Touch Tutorials
CMS Proctored Assessments	Communication Simulation Modules
CMS Online Practice Assessments	Civility Simulation Modules
Clinical Judgement Practice Items	Test Taking Strategies Seminar
Comprehensive Predictor - Proctored & Online Practice Assessments	Learning Strategies Book
Focused Review Modules	Jones & Bartlett Drug Guide
Video Case Studies	Active Stack: Pharmacology Online Flash Cards
NurseLogic	NCLEX Reviews
Learning System	Capstone Content Review
Self-Assessment Inventory	Virtual ATI
Critical Thinking Entrance/Exit Test	BoardVitals
ATI HealthAssess	Comprehensive or Customized Live NCLEX Review ²
EHR Tutor	Nursing Program Resources:
Skills Modules	The following modules of ATI Program Manager by MedHub -
Nursing Fundamentals Interactive Tutorial ¹	Accreditation Management upon ATI’s general release ³
Dosage Calculations and Safe Medication Administration	Clinical Management upon ATI’s general release ³
Pharmacology Made Easy	ATI Pulse
Dosage Calculation Proctored Assessments	Four (4) Total Days of Consulting with an ATI Nurse Consultant ⁴
Anatomy and Physiology Assessment Package	ATI Academy Premium Membership
Achieve Tutorial	Educating Nurses Faculty Annual Subscription ⁵
Real Life: Clinical Reasoning Scenarios	Nurse Educator Essentials: Online Learning Lab
	ATI Remote Proctoring Services

¹ Nursing Program will receive access to Nursing Fundamentals Interactive Tutorial upon ATI’s general release of each such Product.

² Live NCLEX Reviews require a minimum of 10 Students.

³ Nursing Program will receive access to each of the modules within Accreditation Management as made available by ATI upon ATI’s general release of each such module.

⁴ Consulting will be limited to four (4) days, with topics to be selected from an ATI list of available topics. Two (2) of the four (4) days will be dedicated to implementation and training related to the Accreditation Management module of ATI Program Manager by MedHub. Consulting must be completed within the above noted License Term. No credits or refunds will be provided for Consulting not used within the License Term.

⁵ Nursing Program will receive an annual subscription to Renewal of EducatingNurses.com for the duration of this Agreement, provided that such subscription is subject to ATI’s continued status as a reseller of EducatingNurses.com and further provided that EducatingNurses.com license terms will be between Nursing Program and Educating Nurses LLC.

Except for ATI’s proctored Assessments, which are available during each applicable Nursing Program Class, and Nursing Program Resources listed above, which are available during the License Term, Students will have access to the above ATI Products procured hereunder until the period ending one year after the applicable Nursing Program Class graduation date.

Note: All Services which are described in this Schedule as deliverable in-person may, instead, be delivered virtually by ATI if ATI determines such is necessary due to campus closure, pandemic restrictions, travel restrictions, government or health advisory, and other similar conditions which ATI determines require such virtual delivery. ATI will coordinate with Nursing Program on scheduling of any such Services.

(b) Nursing Program Classes

The Products noted in Section 1(a) above are procured by Nursing Program and licensed by ATI for use with all Students enrolled in Nursing Program Classes, as well as any Nursing Program Class(es) added by ATI Order Form or a written amendment to this Schedule A signed by both parties.

2. ATI Remote Proctoring Option

Subject to the payment of additional fees set forth in Section 8, below, ATI proctored assessments administered by Nursing Program pursuant to this Schedule may be proctored through use of ATI Remote Proctoring Services described at <https://atitesting.com/remoteproctoring-terms/> for all Nursing Program Classes and campuses specified herein. The Parties understand and agree that ATI Remote Proctoring Services are an additional measure of test security designed to enhance the overall integrity of the testing process for ATI’s proctored exams and, accordingly, use of ATI Remote Proctoring Services does not relieve

Nursing Program of its proctoring obligations or duty to ensure a secure test environment when administering ATI assessments. If elected by Nursing Program, Fees for ATI Remote Proctoring Services shall be separately set forth in Section 8, below.

3. Student Enrollment

Under the ATI Complete Partnership Agreement, for the full duration of each of the above Nursing Program Classes, Nursing Program will procure the Products and pay the per Student Fee set forth in Section 7, below, for all Students enrolled in said Nursing Program Classes specified in Section 1 of this Schedule at the following Nursing Program campus(es):

Sacramento, CA

Within one week after the first day of class of each semester, Nursing Program shall provide to ATI via email an electronic roster with the names of all Students enrolled in each Nursing Program Class. Nursing Program shall require that all Students in each Nursing Program Class register online with ATI for use of the Products and shall provide written notice to ATI of any changes in the Nursing Program Class list, including additions for new or transfer Students and deletions for Student who leave the Nursing Program. Nursing Program will notify ATI in writing within 30 days of any such change to the Student Enrollment.

4. ATI Services

ATI shall provide the following Services to Nursing Program under this Schedule, at no additional charge:

- (a) **Faculty Orientation & Implementation Meeting**: Prior to administering the ATI Products, an ATI consultant will meet with the nursing faculty (in person) to accomplish the following:
 - As described more fully below, create a policy for Student and faculty use of ATI Products
 - Explain how to navigate the website and reporting portal
 - Explain how to produce and interpret score reports and data
 - Identify and set an appropriate benchmark for the various Assessments and tutorials
 - Determine the best method of implementing ATI resources, including degree to which stakes are involved for Nursing Program
 - Discuss how to troubleshoot issues
- (b) **Student Orientation Tutorial**: Students are provided access to an ATI orientation tutorial located on their Student website, to assist with the following:
 - Explain who ATI is, and what ATI does
 - Explain the benefits of using ATI Products during nursing school as well as for NCLEX preparation
 - Explain how to navigate the Student website and reporting portal

Time spent in the tutorial will be tracked and a certificate of completion available for the Student. It will also be recorded on the Student's transcript.
- (c) **ATI Product Alignment to Curriculum**: As set forth in Section 4, below, ATI nurse educators will provide a blueprint for suggested mapping of ATI Products to Nursing Program curriculum.
- (d) **Complete Insights Reviews**: An ATI representative will meet with Nursing Program leadership on a semi-annual basis (or as agreed upon by both parties) to (i) review and interpret student performance data based on ATI Product usage as prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) collaborate with Nursing Program to develop mutually agreed upon action plans for improvement.

5. Nursing Program Obligations

- (a) Within sixty (60) days of the Effective Date of the Agreement, ATI and Nursing Program will develop mutually agreed upon written Nursing Program policies ("**Program Policies**") for distribution to all students and faculty regarding use of ATI Products by Nursing Program. The Program Policies will include, at a minimum, the following:
 - benchmarks for student performance on ATI Assessments
 - detailed description of how ATI Products are implemented and used by Nursing Program, including for assessments and tutorial use
 - including ATI Products in each course syllabus
 - policy for student grading, including what percent of students' course grades will be tied to ATI Products
 - admissions policy reflective of industry standards

Nursing Program will oversee implementation of the Program Policies, and ensure that faculty adhere to specified requirements.

- (b) ATI will create a detailed Product alignment blueprint ("**ATI Product Alignment**"), recommending placement of ATI's Products in relation to Nursing Program curriculum. After studying the curriculum and course descriptions provided by the Nursing Program, ATI educators will match ATI content with Nursing Program courses and syllabi. The ATI Product Alignment will be delivered in hard copy and/or electronic format, and will be reviewed with the Nursing Program director and faculty. The Nursing Program director will sign-off on the ATI Product Alignment and any changes must be mutually agreed upon, in writing, by the parties. Nursing Program will provide the ATI Product Alignment to faculty for implementation.
- (c) Students must make every effort to attend all days of the ATI Live NCLEX Review. Students will also be enrolled in the Virtual-ATI Online NCLEX Review ("**Virtual-ATI**") for a 12-week access. Virtual-ATI includes a virtual "classroom" and a Virtual-ATI personal coach who will provide students with online practice Assessments, individualized remediation, and resources to help prepare for NCLEX. A "Green Light" may be awarded by the Virtual-ATI coach once a graduate has demonstrated readiness to test for NCLEX. At the end of the 12-week access, Nursing Program may purchase an additional 12 weeks of Virtual-ATI for a reactivation fee. Additional requirements regarding use of Virtual-ATI are set forth in the

“Virtual-ATI Terms” found on the ATI website under “Integration Resources”. By signing this Agreement, Nursing Program indicates that it has read and understands the Virtual-ATI Terms.

- (d) Within thirty (30) days of the Effective Date of the Agreement, Nursing Program and ATI will determine and document required ATI Academy webinars assigned for each faculty, with scheduled timeframes for completion. All faculty will be required to complete their assigned ATI Academy webinars, which, for each, will, at a minimum, include webinars that directly relate to the course(s) they teach.
- (e) Nursing Program leadership will meet with ATI on a semi-annual basis, through meetings at Nursing Program facilities or by teleconference, to (i) review and interpret ATI Product usage and student performance data prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) collaborate with ATI on strategies for improvement. Based on agreed upon strategies, Nursing Program will implement appropriate measures designed to increase usage of ATI Products, improve student performance, and carry out Nursing Program’s Policies and the ATI Product Alignment.
- (f) Nursing Program will require that Students successfully adhere to Nursing Program policies regarding student performance.
- (g) Nursing Program agrees that any data analytics Services performed by ATI hereunder are intended for the internal business uses of Nursing Program only and that such Services and any resulting reports, data, or methodologies used by ATI will not be disclosed by Nursing Program to any third party, unless compelled by law, in accordance with Section 6 of the Agreement.
- (h) Students must take the NCLEX exam within ninety (90) days of graduating from Nursing Program. For any Student who passes the NCLEX, Nursing Program must provide ATI with written notice and a copy of the official NCLEX results indicating the Student’s passage of the NCLEX exam. Such notice must be received by ATI within one hundred and eighty (180) days of the Student’s Nursing Program Class graduation date. ATI shall not accept any notice or documentation from any Student in connection with this section; all documentation and notice must be provided to ATI directly by Nursing Program.
- (i) In connection with Nursing Program’s use of ATI Products and Services, in addition to the other Nursing Program obligations set forth above in this Schedule and the Agreement:
- (1) Nursing Program shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Nursing Program Data. Nursing Program will take appropriate measures to ensure its Authorized Users do not upload any patient data into any ATI systems.
 - (2) Nursing Program shall not alter, reproduce or copy ATI Products in any way, and shall at all times assure that all copyright and other proprietary notices on ATI Products remain intact, unaltered and prominent. Nursing Program shall never claim or suggest that any ATI Product is other than the intellectual property of ATI or its affiliates.
 - (3) Nursing Program shall not utilize or permit to be utilized any ATI Products for whom the applicable fee has not been paid to ATI.
 - (4) In connection with any ATI presented workshop, presentation, and ATI Live NCLEX Review, Nursing Program agrees to provide a classroom or presentation space that is ADA compliant, suitable for the expected number of participants, with adjustable lighting, writing surfaces for participant note-taking, and providing an unobstructed view of the ATI instructor and the instructor’s presentation at no charge to ATI. **The classroom/presentation space will be made available from 8:00am – 5:00pm (Course time: 9:00 am – 4:00 pm)**
 - (5) Nursing Program agrees to provide audio visual equipment for an ATI Live NCLEX Review and any ATI presented workshop or presentation as follows:
 - A computer enabled with Microsoft Office Power Point (2007 or later), projection connectivity and high speed Internet Access
 - Overhead projector
 - Large projection screen
 - Podium with light and stool
 - Microphone/cordless microphone
 - Registration table for participant check-in, managed by Nursing Program

This equipment will be in working order and made available to the ATI instructor at the beginning of the time agreed upon herein. If the instructor encounters technical problems or complications, Nursing Program agrees to provide technical assistance as necessary. This equipment and any applicable assistance shall be provided to ATI and its instructor at no charge.
 - (6) Provide a site coordinator within the Nursing Program to assist ATI with site logistics, and resolve any issues with the classroom as soon as reasonably possible. Nursing Program agrees to provide at least fourteen (14) days prior notice of any cancellation of any scheduled ATI presentation or workshop.
 - (7) Nursing Program agrees to allow ATI to fill any open seats in the ATI Live NCLEX Review classroom with students from other institutions, where “open seats” is defined as the difference between the number of seats in the class room and the number of participants identified.
 - (8) Nursing Program agrees that, if any specifically designated ATI instructor/presenter is unable to instruct/present on the designated day (for example, due to sickness or travel difficulties), ATI will replace such instructor/presenter with another instructor/presenter to ensure the delivery of Services.
 - (9) Unless separately agreed in writing otherwise by ATI and Nursing Program, ATI will be responsible for all travel and living expenses associated with travel by its instructors/consultants.
 - (10) Nursing Program will follow ATI’s proctor guidelines and requirements in the administration of ATI Assessments and will use reasonable methods to prevent cheating and unauthorized copying or distribution of ATI Assessments, including maintaining and enforcing a strict policy that prohibits and sanctions any form of cheating, distribution or use of unauthorized copies of Assessments, or other test misconduct.

6. ATI Program Manager by MedHub.

If Nursing Program has licensed use of ATI Program Manager by MedHub:

(a) Nursing Program acknowledges and agrees that no network security system can guarantee complete network security or prevent all unauthorized network access. Nursing Program will be responsible for maintaining access to the ATI Program Manager by MedHub server, which will include tracking log-in accounts and ensuring that adequate security precautions are in place to protect username and password information for such accounts. ATI shall not be liable for any unauthorized use of ATI Program Manager by MedHub, any use of ATI Program Manager by MedHub not in accordance with this Agreement, or any loss of data or functionality caused directly or indirectly by any Authorized Users.

(b) Prior to adding any Student records or data to ATI Program Manager by MedHub, Nursing Program will ensure that it has secured all necessary permissions from each such Student, including permission to send such records or data to third party clinical sites. Such student records may include immunization records if elected by Nursing Program. Given that all of a Student's immunization data generally appears in one record, Nursing Program understands and agrees, and will ensure each applicable Student understands and agrees, that clinical sites will receive a Student's entire immunization record, which may include immunization data that exceeds the applicable clinical site's specific requirements. Nursing Program assumes sole responsibility for collection and uploading of personal data of Students maintained in ATI Program Manager by MedHub and understands that ATI has no liability or obligation in connection with Nursing School's upload or transfer of such personal data to various third parties, as enabled by ATI Program Manager by MedHub. While Program Manager by MedHub includes functionality that allows Nursing Program to indicate whether a student has met applicable background checks and drug testing, it is strictly prohibited for Nursing Program to add reports or data which include the actual results or record of any background check or drug testing. Nursing Program is solely responsible for selecting third parties to whom Student data will be delivered and for establishing access levels with respect to Student data.

(c) While ATI Program by MedHub may offer references to certain accreditation standards and professional guidelines as well as sample documents such as a sample letter of good standing, Nursing Program understands that ATI is not offering or providing any form of legal or other professional advice and it is the sole obligation of Nursing Program to secure appropriate legal and professional guidance to ensure that its program meets all reporting, regulatory, legal, accreditation and other standards and that all documents are in order and meet Nursing Program's specific needs. Nothing in ATI Program Manager by MedHub should be deemed to replace decision making by Nursing Program or Nursing Program's ongoing obligation to oversee program compliance. Use of ATI Program Manager by MedHub does not guarantee that any accreditation, standards or any specific outcomes will be met for Nursing Program.

(d) To the extent Nursing Program utilizes features in ATI Program Manager by MedHub to upload contracts for purposes of managing clinical sites, Nursing Program understand and agrees that this is solely intended for Nursing Program's tracking of pertinent data, such as start and end data. ATI Program Manager by MedHub is not intended for use in any way connected to contract negotiation, drafting, processing of signatures, or invoicing and ATI offers no legal advice with respect to any of the forgoing.

(e) ATI does not review, verify, error check, or warrant the accuracy or fitness of any content or letters generated by or uploaded into ATI Program Manager by MedHub, nor does ATI warrant that the workflow process or system will be error-free, meet Nursing Program's requirements or comply with any applicable law, regulation or accreditation requirement. Certain modules provide output files regarding professional licensure status from various state and federal agencies. Nursing Program agrees that ATI does not verify, error check or warrant the accuracy or fitness of the output files or any information contained therein. Output files are intended for internal business purposes only and not for distribution outside Nursing Program.

(f) Nursing Program will ensure that only authorized Nursing Program Staff have access to and use of ATI Program Manager by MedHub and will remain responsible for (i) Nursing Program Staff's use of ATI Program Manager by MedHub; (ii) any use of ATI Program Manager by MedHub through Nursing Program's account, whether authorized or unauthorized, including without limitation, sharing of passwords (prohibited by ATI) or any other conduct that would violate the requirements of this Agreement applicable to Nursing Program; and (iii) the actions of Nursing Program Staff designated by Nursing Program to serve as technical administrator of ATI Program Manager by MedHub. ATI shall not be liable for any loss of data or functionality caused directly or indirectly by any Nursing Program Staff.

7. Consulting Services

In connection with any curriculum consulting Services provided to Nursing Program hereunder, Nursing Program shall:

- (a) Collaboratively develop a written schedule for such consulting Services with ATI representative;
- (b) Collaborate directly with ATI consultants regarding delivery of Services;
- (c) Provide meeting space with computer, data projector and internet access and schedule meeting times(s) with faculty as appropriate;
- (d) Ensure that all appropriate administrators, faculty, and students are available and present at all applicable meetings;
- (e) Provide requested materials and task completion as requested by ATI for successfully progressing through the project phases; and
- (f) Provide documents requested by ATI of the Nursing Program at least 2 weeks prior to the scheduled date of the initiation of consulting Services in order to avoid delays and rescheduling. ATI is not responsible for delays caused by the Nursing Program's failure to provide the required material.

Nursing Program represents and agrees that:

- (a) Nursing Program has received all necessary State Board of Nursing and State Department of Education approvals for its nursing program and remains in compliance with applicable regulations and standards;
- (b) Nursing Program is solely responsible for ensuring that the curriculum and related materials meet all applicable regulations, rules, guidelines, and other accreditation, government, agency, and licensing requirements; ATI assumes no responsibility for any aspect of Nursing Program's licensure, credentialing, or accreditation.
- (c) Nursing Program has a designated dean or director providing leadership over the nursing program;
- (d) Nursing Program has developed and maintains policies sufficient to support its nursing program;
- (e) Nursing Program has defined faculty responsibilities and expectations for its nursing program;
- (f) Nursing Program understands that the following circumstances may impact the overall effectiveness and outcomes of ATI's consulting Services:
 - Faculty workload, attrition, and experience
 - Faculty preparedness, willingness to adopt practices, and engagement
 - Timeliness in communication with ATI

- Necessary resources to facilitate meetings
- (g) Following completion of ATI's consulting Services, ATI will provide to Nursing Program the following deliverables: a written summary report summarizing Services provided by ATI, and a copy of all documents developed by ATI during consulting visits.

8. Fees and Payment Schedule

(a) For the Products and Services noted above, Nursing Program shall pay to ATI \$1,760 per PN Student ("Fee"), to be invoiced and paid in accordance with this Section 7.

(b) One Up-Front Payment: On or before ten (10) days after the initial add/drop period for the Class, Nursing Program will provide ATI with a Student enrollment count for the applicable Nursing Program Class and ATI will issue an ATI Order, reflecting the same. ATI will invoice the Nursing Program for the actual Student count within two (2) days after receiving the actual Student enrollment, and purchase order if a purchase order is required, provided that, Nursing Program's failure to provide a purchase order within the time period specified herein shall not delay Nursing Program's payment of all applicable invoices in accordance with the terms of the Agreement.

For all Nursing Program payments due in January, the parties agree that ATI will invoice Nursing Program in the immediately preceding December based on ATI's projection of Nursing Program's Student enrollment count, as determined by past enrollments, and, after receiving the actual Student enrollment count in January, ATI will adjust Nursing Program's balance to account for any necessary additional invoiced amounts or credits due to Nursing Program.

(c) The Fee for any Student transferring into a Nursing Program Class after commencement of said Class shall be prorated based on the number of terms/semesters of the Nursing Program Class, but in no event shall said Fee be less than one thousand dollars (\$1,000) for any such transferring Student.

SERVICES AGREEMENT

Amendment No. 1

Date: March 18, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and DLR Group, Inc., hereinafter referred to as "Contractor," dated June 20, 2019 is amended as follows:

ARTICLE 2. TERM.

This Agreement shall commence on June 20, 2019, and continue through August 31, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as detailed in Exhibit B.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Nathaniel Browning, Director of Capital Projects, Facilities and Resource Management at Nathaniel-browning@scusd.edu.

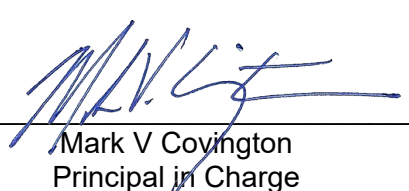
All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

DLR GROUP, INC.

By: _____
Rose Ramos
Chief Business Officer

By: 
Mark V Covington
Principal in Charge

Date

March 4., 2021

Date

EXHIBIT B

Fee Proposal

Services		
1	5 year FMP	\$ 325,728
2	Assessment (includes facility condition, educational specifications, zero net energy*, technology readiness, and safety and security assessments)	\$ 1,144,250
3	Educational Specifications and Standards	\$ 122,148
4	Demographic Cap and Utilization Analysis	\$ 54,288
5	Stakeholder engagement	\$ 65,146
6	Database and technology (developed from data collected during Facility Condition Assessment)	\$ 54,288
7	Equipment Inventory	\$ 221,285
8	Space Inventory (developed from data collected during Facility Condition Assessment)	\$ 33,930
Total Fee this proposal		\$ 2,021,063
Reimbursable expenses (2% of total fee, plus estimated direct consulting expenses)		\$ 134,846

* Once this District-wide data is collected, DLR Group will provide a ZNE Assessment for District identified sites only. For estimating purposes in this proposal, these numbers would be roughly \$5,000 for an elementary school, \$7,500 for a middle school, or \$15,000 for a high school, all negotiable.

SERVICES AGREEMENT

Date: June 20, 2019 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and DLR Group, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

5-Year Facility Master Plan

Contractor will work with the District and seek input from various stakeholders to develop a 5-year master plan to serve as a basis for future facilities planning and to provide rationale to the school community and public at large for facility initiatives. The master plan will include a general overview of the school district and include specific components: educational program plans and facility standards based on existing and/or future needs, facility condition and suitability assessments of all schools and ancillary buildings, capacity and utilization analyses, enrollment projections, demographics study, and capital availability analysis.

Among other things, the master plan needs to:

1. Identify expansion, remodeling, new schools and site acquisition needed to meet the projected student enrollment and the instructional goals of the education program and identify opportunities for combined schools, closures, or attendance boundary changes.
2. Be based on assessments of each facility, including condition, educational suitability, and technology infrastructure.

3. Identify missing, current, and future facility gaps.
4. Define strategies to improve site circulation, safety, security, and functionality of school grounds.
5. Provide a yearly schedule of projected facility needs and their associated costs.
6. Include community engagement from the school community, including school board, staff and community members regarding the facility issues.
7. Provide cost estimates for all recommendations.

Facility Condition Assessment (FCA)

Data Collection

In consultation with District staff, Contractor will define facility condition data standards and collection standards. Contractor will use these standards to assess and report conditions for the following property elements:

- Site: building proper, utility connections and shut-offs, paving systems, stairs, retaining walls, exterior lighting, and other “landscaping” elements.
- Exterior Systems: roofs, walls, window systems, exterior doors and structural components
- Interior Systems: walls, doors, floors and ceilings, visible structure, and finishes.
- Health/Fire/Life Safety Issues
- Handicap Accessible (ADA) Requirements
- Vertical Transportation Systems
- Heating, Ventilation and Air Conditioning
- Electrical and Electrical Distribution
- Plumbing and Irrigation Systems
- Fire Protection
- Special Construction
- Storm Water Management Ponds and Surface Drainage Structures
- Non-Building Campus Infrastructure: underground utilities, paving systems, roads, walks, utilities, exterior lighting, flagpoles, fences, gates, awnings, and other “landscaping” elements.
- Outdoor Athletic and Accessory Facilities: running track, baseball field, softball fields and football stadiums, concession stands, ticket booths, restroom facilities, tennis courts, storage buildings, etc. Review existing High School Athletic Master Plan and update to make it current to present day costs and create a plan for elementary and middle schools.

Condition Assessment Tasks:

1. Perform a walk-through survey of each facility to become familiar with its construction, equipment, operation, and maintenance and conditions of all systems and components.
2. Meet with District Facilities staff and site staff to become familiar with their evaluation of problem areas.
3. Review existing data, such as work order histories, previous reports, etc., provided by the District.
4. Photograph all conditions and prepare drawings and notes on all site visits.

5. Identify and quantify all deficient conditions in terms of Deferred Maintenance, Preventative Maintenance, Capital Renewal, and Plant Adaptation (including building and fire/life safety code noncompliance issues).
6. Define clearly and accurately the cause or nature of each deficient condition and propose methods of correction for each deficient condition.
7. Classify and rank all deficient conditions and associated correction projects and associate information concerning associated building systems and deficiency classifications by severity and anticipated life-cycle in a Windows compatible database.
8. Identify the resources needed to maintain the operability, suitability, and value of the physical assets given their current function.
9. Identify what is necessary to adapt the facilities to meet the facility requirements of the District, the requirements of today's standards and codes, and the needs of changing technology as it impacts space.
10. Provide data entry in a format to ensure an updated facilities database using the District's current facilities work order and work planning system, "SchoolDude" for use in determining Current Replacement Value, criticality of need and other planning criteria.
11. Database, pre-approved by the Facilities Department, shall be capable of storing, analyzing, printing, and updating the facility condition data and shall have the ability to project and analyze costs for Deferred Maintenance, Preventative Maintenance and Capital Renewal.
12. All assessment data shall be stored in Windows supported database, pre-approved by the District, that supports project objectives and requirements as described in this document. The software and other systems and procedures shall provide district with the capability to continually update all data, manage Deferred Maintenance, Preventative Maintenance and predict future Capital Renewal.
13. The final report will be based on assessments of each facility, including condition, educational suitability, and technology infrastructure.
14. The process will include community engagement from the school community, including school board, staff and community members regarding the facility issues.
15. Cost estimates must be provided for all recommendations.

Existing Data Integration

In addition to facility conditions identified during the assessment, District-supplied facility condition data must be incorporated into the assessment database, analytical studies, and reports. All District-supplied facility condition data will be identified as such and may include if applicable:

- Engineering studies
- Roofing inspections
- Hazardous materials audits
- Accessibility studies
- Williams Act Inspections
- Deferred Maintenance Plan
- Student Enrollment Projections/ Demographic Analysis
- High School Athletic Assessments
- Modular/Portable Inventory
- Previous assessment data

Corrective Actions: Cost Estimating, Budgeting, and Scheduling

Corrective actions shall be recommended for each deficient condition identified and include cost estimates and details of the work required for repair. Alternative green or sustainable corrective actions should be proposed when applicable. The data shall be updateable.

1. Provide cost estimates for correction of each project identified by industry standards, published construction and facilities maintenance, construction and repair cost estimating data, reflecting appropriate adjustments for local labor and material costs. The cost estimating system shall be embedded within the overall database.
2. Calculate the costs for each deficient condition utilizing nationally recognized estimating standards such as R. S. Means Corporation's published construction and remodeling cost estimating data. Costs shall be appropriately adjusted to reflect local and real unit costs based on actual location design/bidding experience in the appropriate metropolitan area. Costs shall include customary soft costs for Architect/Engineering (A/E), Program Management (PM) fees and Project Labor Agreement (PLA).
3. The computerized system will automate annual updating of correction costs based on published inflation rate indices.
4. Provide specific work scopes and cost estimates for each individual item in all categories.
5. The use of life cycle cost analysis and remaining useful life will be used to determine if an item should be repaired or replaced.
6. Calculate the Facility Replacement Cost (FRC) for each facility and site.
7. Provide an automated means of inflating FRCs over time.
8. Calculate the Facility Condition Needs Index (FCNI) for each facility and site.
9. Develop all project deficiencies by Facility/building specific report format.

Deficiency Characterization

To reduce Deferred Maintenance backlog, the assessment database must help identify and manage future construction contracts or work orders. Deficiencies in the database will be categorized by, at least, the following characteristics:

- Construction Specification Institute (CSI) code
- Deficiency priority (defined below)
- Deficiency category (defined below)
- Facility type
- Facility location
- Correction type
- Repair cost

Deficiency Prioritization

Before data collection begins, Contractor and District will establish prioritization standards. The assessment software must be customizable to support these standards. An example of priority standards is as follows.

Priority 1 – Currently Critical (Immediate)

Priority 1 projects pose an identifiable and immediate health and safety risk to either students, staff or other school site users.

- Correct a cited safety hazard
- Stop accelerated deterioration

- Return a facility to operation

Priority 2 – Potentially Critical (year 1)

Priority 2 projects, if not addressed within the next year, have a high probability of resulting in health and safety risks (Priority 1 projects).

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

Priority 3 – Necessary/Not Yet Critical (years 2-5)

Priority 3 projects, if not addressed within the next five years, have a high probability of resulting in damage to building envelope, site conditions, or systems (priority 2 projects). These projects typically include systems that are still operational, but have exceeded operational lifecycles.

- Predictable deterioration
- Potential downtime
- Associated damage or higher costs if deferred further

Priority 4 – Recommended (years 6-10)

Priority 4 projects are not hierarchical, meaning that if they are not addressed they will not escalate to either priority 1, 2 or 3 projects. Priority 4 projects are specific to improving the delivery of the educational program.

- Sensible improvement to existing conditions that is not required for the basic function of the facility
- Overall usability improvement
- Long term maintenance cost reduction

Priority 5 – Does Not Meet Current Codes but “Grandfathered”

Priority 5 projects are not hierarchical, meaning that if they are not addressed they will not escalate to either priority 1, 2 or 3 projects. Priority 5 projects are eligible Deferred Maintenance projects that do not fit into any of the other priority categories.

- No action is required at this time

Deficiency Categorization

Each correction project identified will be assigned to one or more of the following categories:

- Life-safety code compliance
- Building code compliance
- Building integrity
- Educational adequacy standards
- Handicap Accessibility
- Appearance
- Energy

Facility Renewal Forecasting

Because long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable, the consultant must:

1. Analyze and model the standard life cycle deterioration of each facility and report on the annual reinvestment rate to replace components as they become unusable.
2. Establish the cost to replace/refurbish each component/system as it reaches the end of its economically useful life span.
3. Have the ability to analyze multiple year outlooks and various combinations of building type reinvestment rates.
4. Provide a system capable of generating multi-level financial modeling based on the identified facilities renewal backlog and selected time frames. Systems should be capable of analyzing and projecting funding for time periods up to 20 years.
5. Establish a building component life-cycle model to forecast renewal investment rates required to maintain facilities over time. The database shall enable graphical reporting of renewal requirements for individual facilities or grouped facilities, and shall provide life cycle evaluation.
6. Provide multi-level financial modeling capabilities and the ability to benchmark facility condition to other campus buildings. Systems should be capable of tracking and modeling for current situations as well as the future.
7. Project and analyze costs for facilities renewal. Identify the current Facility Replacement Cost (FRC) and the Facility Condition Needs Index (FCNI) of all facilities.

Educational Specifications Assessment

Contractor must be knowledgeable of current state and national curriculum, programs, and future educational trends, including California environmental literacy guidelines and standards. Contractor will work with the District to develop and prioritize educational adequacy standards incorporating any existing District and state standards. These standards will be used to assess educational adequacy and technology infrastructure in order to determine needed facility upgrades and to promote parity and equity among schools.

Contractor will measure and report adequacy of all instructional spaces and sites, including athletic facilities and administrative spaces.

The educational specifications review will include but is not limited to the elements identified below. Contractor will work with the District to define the specific types and characteristics of spaces for the assessment.

- **Facility curriculum support:** Survey how facilities meet standards and support specific functions, including both instructional areas (i.e., classrooms, labs, media center, gym) and other areas (i.e., administration, clinic, counseling, cafeteria, schoolyard, etc.).
- **Space characteristics:** Determine how room sizes and configurations do or do not support the room's function and the educational process.
- **Learning environment:** Evaluate light levels, acoustics and other characteristics.
- **Relationships of spaces:** Evaluate how well educational, administrative and other areas relate to each other.
- **Storage and Equipment:** Survey the adequacy of teacher and student storage and availability of necessary program equipment (i.e., science safety equipment, kilns, CTE equipment).
- **Security:** Measure security and safety to standards.
- **Site:** Evaluate parking, traffic, and outdoor spaces, including play and athletic areas.

Zero Net Energy Assessment

Contractor will direct and assist the district in a Zero Net Energy (ZNE) Assessment of all designated District Campuses. This assessment will be used to determine recommended facility upgrades and renewable energy systems necessary to meet the California Energy Efficiency Strategic Plan of 50 percent ZNE by 2030 and must be recorded in the assessment database. The District and the Department of General Services definition of zero net energy as the following:

ZNE campus – An energy-efficient campus where, on a source energy basis, the actual annual consumed energy is less than or equal to the on-site renewable generated energy. **Provide ZNE Assessment:** This includes a detailed field and energy engineering analysis and a solar PV potential analysis. A breakdown of the historic energy use and cost for each building will be provided. An energy analysis will identify and provide a savings and cost analysis with a high level of accuracy of all practical capital improvement measures that meet the owner's constraints and economic criteria, along with a discussion of any changes to operation and maintenance procedures. A solar PV potential analysis will identify the amount of solar necessary and the available space to install solar at each District Campus. The consultant will collect data on the condition and life-cycle of all major building systems. When appropriate, energy efficiency recommendations will be made on the following systems:

- Building Envelope
- Foundations and Floors
- Doors and Windows
- Skylights
- Lighting
- Daylighting
- Interior Electric Lighting
- Building Automation and Controls
- Cooling Equipment Efficiencies
- Heating Equipment Efficiencies
- Ducts, Supply Fans and Ventilation Control
- Service Water Heating
- Equipment efficiencies

The energy assessment shall be performed on building specific equipment and will not include special process equipment. Equipment excluded from this assessment includes:

- Kitchen equipment
- Manufacturing process equipment
- Computers, printers, copiers and other office equipment
- Welders, assembly line and special handling equipment

Specific Requirements of the Assessment

1. Analyze historic utility data to determine an energy utilization index (EUI) for each designated District Campus.
2. Perform a walk-through survey of each campus to become familiar with its construction, equipment, operation, and maintenance.

3. Meet with District Energy Manager and Facilities Department staff to learn of special problems or needs of all facilities. Determine if any maintenance problems and/or practices may affect efficiency.
4. Identify low-cost/no-cost changes to the facility operating and maintenance procedures and determine the savings that will result from these changes.
5. Review mechanical and electrical system installed condition, maintenance practices, and operating methods.
6. Review existing operating and maintenance problems.
7. Measure key operating parameters and compare to standard design levels, for example, operating schedules, heating/cooling water temperature, supply air temperature, space temperature and humidity, ventilation quantities, and light level at the task. Such measurements will be taken on a spot basis as determined by the field surveyor.
8. List possible modifications to equipment and operations that would save energy. Select those that might be considered practical by the District. List preliminary cost and savings estimates.
9. Identify practical capital improvement measures to improve energy efficiency and list preliminary costs and savings estimates.
10. Provide simplified manual calculations to fully detailed computer simulation as required for the identification of capital improvements.
11. Estimate the impact of each practical capital improvement measure on building operations, maintenance costs, and non-energy operating costs.
12. Estimate the combined energy savings from implementing all practical operational and capital improvement measures for each District campus.
13. Conduct a solar PV analysis to determine the amount of solar necessary to meet ZNE requirements after all practical operational and capital improvement measures are completed.
14. Review each District Campus building and property to determine feasibility and location for solar PV including parking lots and rooftops.
15. List preliminary cost estimates for solar PV.
16. Prepare a financial evaluation of the estimated total potential investment to complete all practical operational and capital improvement measures and proposed solar PV.
17. Create a database to prioritize District campuses based on the cost and savings estimates from all measures, deficiency priority of equipment and District Sustainability Program Participation.
18. Following submission of the report of the ZNE Assessment, meet with the District to discuss priorities.

Technology Readiness Assessment

The consultant should be knowledgeable about current technology trends and work with the District to develop and prioritize technology readiness standards, incorporating any existing District and state standards. These standards will be used to assess technology infrastructure in each instructional building.

Demographic, Capacity and Utilization Analysis

Working with the District's Staff and demographer, utilize existing demographic data and enrollment projections to identify and project student populations by attendance area, school, and grade level in order to define future facility needs. The analysis should include a review of demographic trends, city and county building or growth plans, and District grade span analysis.

The analysis should include a review of current methods and estimates of school capacity calculations and enrollment projections. The analysis should include a review of the space inventory of each assessed facility and the number of students served in each type of space. The analysis should include evaluation of space utilization at all elementary and secondary schools and associated short-term and long-term recommendations for improved use of space within or among school facilities.

Capacity/Utilization Analysis

The capacity planning analysis will include the following:

1. An evaluation of current methods and estimates of school capacity calculations and enrollment projections.
2. A review of the space inventory of each assessed facility and the number of students served in each type of space.
3. An analysis of space utilization at our elementary and secondary schools and associated short-term and long-term recommendations for improved use of space within or among school facilities.
4. An analysis of school types, grade level configuration and school size as it relates to school capacity. It is expected the consultant will work with District personnel to determine District goals and priorities relating to the above factors.

Stakeholder Engagement

Stakeholder engagement is an important component in any successful facility program. The consultant will work with District Staff to identify key individuals and groups and develop a plan to engage District stakeholders through varied methods, including interviews, focus groups, community meetings, and online surveys. Consultant shall create and disseminate a survey for community feedback. Consultant shall collect and compile data and present results to the District. Stakeholder meetings will be held at times and locations appropriate for community wide participation.

Database and Technology Requirements

The Windows supported database must support the data collected and services provided as described in the section, *Scope of Work - Base Services*. To summarize briefly the consultant must provide an appropriate Windows supported database system and procedures that enable the District to continue to update all data, manage Deferred Maintenance, Preventative Maintenance, predict future Capital Renewal and support strategic work planning.

Photographs

Provide digital photographs for each facility and deficiency and include these in the Final Report. Exterior photographs will be used for campus identification and documentation of structural problems, major site deficiencies, or special conditions. Interior photographs will be used to document critical and unusual conditions. Photographs will be used to explain and/or justify the prioritization of corrective actions.

Documentation

The consultant shall provide written documentation of processes, inspection methods, cost data, adopted standards, Windows supported database to enable District Staff to continue to use and update the information and systems as a permanent planning tool.

1. Provide training for staff in all aspects of the process and program including updating information and generating reports based on various budget options.
2. Provide written reports as directed for documentation of progress and for final presentation.

Jurisdictional Review Meetings

The consultant shall conduct or attend meetings as directed by the District which may include:

- Potential public sessions to explain the purpose, strategy and methods for information gathering and to solicit input from review authorities and community members on standards and specific needs.
- Presentations to Board Members; orientation and final presentation.
- Progress meetings with the District Staff.

Deliverables

The following items shall be delivered as part of this project:

- Comprehensive facility assessment report and assessment reports for each facility assessed (electronic copy and four hard copies).
- 5-Year Facility Master Plan
- Functional, multi-user assessment windows supported database system. Formal, multi-media presentation of results

Safety and Security Assessment

Provide an analysis of safety and security upgrades that are necessary at school sites to be in compliance with Crime Prevention through Environmental Design (CPTED) principles.

Equipment Inventory

The consultant should provide an inventory of fixed, visibly-accessible building equipment to include the following suggested list:

Equipment List

Boilers
Condensing Units
Pumps
Variable speed drives
Building electrical service entrances, transformers, panels and switchgear
Moto control centers

Unit air conditioners (excluding window units)
Chillers
Air handling units, fan coil units and other unit ventilators
Packaged roof top units
Return air fans, roof fans, and exhaust fans (excluding small inline duct fans)
Generators
Cooling towers
Building Control Systems (Main Panel)
Energy Management Systems (Main Panel)
Fire suppression systems (wet, dry, gas and chemical)
Dry sprinklers
Building distribution panels, lighting panels, power panels
Elevator equipment, pumps, motors, controls
Fire alarm systems (Main and Auxiliary Panels)
Wet Sprinkler system
Automatic (Chemical/Gas) fire suppression
Building utility meters
Intrusion Alarms
Intercom Systems
CCTV (Close Circuit Television)
LCD Projectors

The consultant will collect the following data where applicable for each equipment component:

Equipment Data

Serial Number
Horsepower
Locations by facility, building, floor, room
Inventory tag number (durable weather resistant bar-coded tag directly attached to the component)
Manufacturer and Model
Capacities
Voltage
Date placed in service, if available
Refrigerant type, if applicable and available

The consultant shall collect data designated by the district and affix a highly durable barcode tag to each piece of equipment. Barcode tags shall be able to synchronize with district's Computerized Maintenance Management System (CMMS) or Computer-aided Facility Management (CAFM) system and consultant's software programs. If necessary, consultant shall verify and update the existing CMMS equipment inventory list. The updated, verified inventory list will be provided in a format acceptable to District's existing CMMS for uploading of data. Inventory data will be housed in consultant's assessment database for future transfer to CMMS application and for equipment capital renewal budgeting. District will have the ability to download data to an MS Excel format from the contractor database.

Space Inventory

Space to be inventoried includes total facility portfolio, subtotal by building area, and subtotal by type of space. Type of space includes:

- Instructional
- Custodial
- Administrative
- Facility support

ARTICLE 2. TERM.

This Agreement shall commence on June 20, 2019, and continue through completion of services, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as detailed in Exhibit B.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Cathy Allen, Chief Operations Officer, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the

completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Contractor (architect) shall indemnify, defend, and hold harmless the District, the Board of Education, each member of the Board, and their officers, agents and employees against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of Contractor, its officers, employees, or consultants in performing or failing to perform the Services described above. The costs of defense of such claims shall be limited to Contractor's proportionate share of liability, in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's

business, Contractor shall meet and confer with other parties to the claim regarding unpaid defense costs.

The District shall indemnify, defend, and hold harmless Contractor, its officers, agents and employees from any and all claims, liabilities and costs arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of District, its officers, employees, or consultants providing any work to the District related to the Services.

Principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to fault of that party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	DLR Group, Inc.
PO Box 246870	Attn: Mark Covington
Sacramento CA 95824-6870	1050 20 th St Ste 250
Attn: Jessica Sulli, Contracts	Sacramento, CA 95811

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

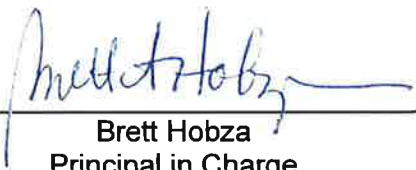
By: 

Jorge A. Aguilar
Superintendent

6/21/19

Date

DLR GROUP, INC.

By: 

Brett Hobza
Principal in Charge

June 12, 2019

Date

EXHIBIT A

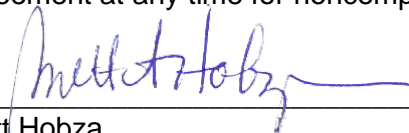
CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.



Brett Hobza
Principal in Charge

June 12, 2019

Date

EXHIBIT B

Fee Proposal

Services		
1	5 year FMP	\$ 280,800
2	Facilities Condition Assessment (includes data collection for Ed Spec Assessment, Technology, safety/security, and space inventory)	\$ 543,640
3	Educational Specifications Assessment	\$ 46,800
4	Zero Net Energy Assessment	\$ 219,365 *
5	Educational Specifications and Standards	\$ 105,300
6	Technology Readiness Assessment (developed from data collected during Facility Condition Assessment)	\$ 140,400
7	Demographic Cap and Utilization Analysis	\$ 46,800
8	Stakeholder engagement	\$ 56,160
9	Database and technology (developed from data collected during Facility Condition Assessment)	\$ 46,800
10	Safety and Security Assessment (developed from data collected during Facility Condition Assessment)	\$ 56,160
11	Equipment Inventory	\$ 190,763
12	Space Inventory (developed from data collected during Facility Condition Assessment)	\$ 29,250
Total Fee this proposal		\$ 1,742,296
Reimbursable expenses (2% of total fee, plus estimated direct consulting expenses)		\$ 134,846

* Once this District-wide data is collected, DLR Group will provide a ZNE Assessment for District-identified sites only. For estimating purposes in this proposal, these numbers would be roughly \$5,000 for an elementary school, \$7,500 for a middle school, or \$15,000 for a high school, all negotiable.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2020-2021**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on March 18, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Capital Kids Occupational Therapy, Inc. (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA 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 Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification or 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 nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract 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 the applicable CDE certification and in Paragraph 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 providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

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

With respect to CONTRACTOR'S certification, failure to notify 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 shall also be good cause for the suspension or termination of this Master Contract by LEA. Any suspension or revocation of CDE certification shall also be good cause for the immediate suspension or termination of this Master Contract by LEA, at LEA's discretion.

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 CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do 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 Paragraph 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, LEA student enrollment and transfer, LEA 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, 2020 to June 30, 2021 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. (Cal. Code Regs., tit. 5, § 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 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 LEA Procedures and Individual Services Agreement requirements which 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. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, 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. (Ed. Code §§ 56366(c)(1)-(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 LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an Individual Services Agreement ("ISA") developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California 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 LEA students.

Any and all changes to an LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, an LEA student's parent, CONTRACTOR, or LEA may request a review of an LEA 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 LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 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 an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

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" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). 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 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 nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including but not limited to the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, 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 and the scope of practice as defined by the licensing or credentialing body.

Nothing in this definition shall be construed as restricting the activities or 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. (Cal. Code Regs., tit. 5, § 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. This includes, but is 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(1).

- 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; or
 - 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 Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 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 an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the 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 pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, 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 by instructional assistants, behavior intervention aides, bus aides and supervisors; current transcripts, grade or progress reports, behavioral data, IEP/IFSPs, signature pages, and reports; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from an LEA student's record. Such log needs not to record access to an LEA student's records by: (a) an LEA student's parent; (b) an individual to whom written consent has been executed by an LEA 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 parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide 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 an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Paragraphs 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed 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. **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.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, 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 Master 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 as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed 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 contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be 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 may 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 a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds 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 shall have the right, in its 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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 LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. 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 request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing 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 indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by 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 insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting 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, designation of 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 Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

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 avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA 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 an LEA 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 an LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of an LEA student is performed or a report is prepared in the normal course of the services provided to an LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE 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 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 LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

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, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with an LEA student's IEP and as specified in the ISA.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors 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 an LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to 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 has 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 who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in an LEA student's ISA developed in accordance with the LEA 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 pass time shall be the same as the California Education Code prescribes for the LEA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that 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 nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and 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 nonpublic agency.

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 a nonpublic school, CONTRACTOR shall submit to LEA 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 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 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 LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by an LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her 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 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 actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in an LEA student's IEP and ISA. Unless otherwise specified in an LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only

those days that an 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 LEA calendar unless CONTRACTOR and 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 LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development, documenting services, and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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 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. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its 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 and 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 LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, 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, and the English Language Proficiency Assessments for California (“ELPAC”), 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 California 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 LEA 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, 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 all requirements of California Education Code sections 49005 *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

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 Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a 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 consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday.

(Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California 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 LEA student 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 an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by an LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. 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.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or 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 a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

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 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. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action.

A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each 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 LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or 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 the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, 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 Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. 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 purpose of considering 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 applicable law. (20 U.S.C. § 1415(k)(4)(A).)

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 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 nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to 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 those complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, 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.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, 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 support and/or intervention plans. LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR

agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA 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 reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at 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 of the California Code of Regulations section 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 an LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, including evaluations to obtain present levels of performance, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours are limited 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 LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to an LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Paragraphs 9 and 26 of this Master Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA 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 after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

CONTRACTORS 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. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to parent(s) as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

In addition to the requirements set forth in Paragraph 50, if CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

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

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 48853, 51225.1, 51225.3, 51228.1, 51228.2, 56366, 56336(a)(2)(C), 56366.1, and 56366.9, California Health and Safety Code section 1501.1(b), and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.*

and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student’s IEPs.

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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent 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 special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

43. STATE MEAL MANDATE

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

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, 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 California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not already have pupils enrolled at the school at the time of placement. (Ed. Code § 56366.1.)

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

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using the LEA’s Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-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 fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the 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 nonpublic, nonsectarian school or agency. 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 LEA upon request.

46. 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 are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California 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/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

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

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.* 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 an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of completion of training of any new hire, and upon request.

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

48. 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 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 thirty (30) 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 thirty (30) 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. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract 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 his/her 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 an authorized LEA representative.

50. STAFF PROFESSIONAL CONDUCT 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 nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code

of conduct for each profession as well as any LEA professional standards as specified in 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 CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that at least one parent of the child or a LEA-approved responsible adult with written and signed authority to make decisions in an emergency is present during the provision of services. The names of any responsible adult 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 responsible adult cannot also be an employee associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

HEALTH AND SAFETY MANDATES

51. 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, and California Health and Safety Code section 121545 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 an LEA student.

CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training for all employees regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or 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 LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

53. ADMINISTRATION OF MEDICATION

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

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from the LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to the LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

55. 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 California Education Code section 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 LEA.

CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

56. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 California Government Code section 12950.1, including that each NPS/NPA with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and all independent contractor(s) and/or subcontractor(s) authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

CONTRACTOR shall ensure 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 LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in an LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

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 Master 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 a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency 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 Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified 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 Master Contract. At the discretion of 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 Master 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. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case 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 re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by 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 LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR 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 from CONTRACTOR; (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 Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed,

trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA 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 or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Master Contract. 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 LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, 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 an LEA student.

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

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

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to 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 Paragraph 7 of this Master Contract 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 an LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, LEA shall be notified if a student has been out of school for more than five (5) consecutive days. CONTRACTOR agrees to coordinate with LEA to determine whether the student absences are due to a health problem and whether any change to services or supports is needed at that time. (5 CCR §3051.17(c).)

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

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 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 Paragraph 7 of this Master Contract 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 an LEA 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.

62. LEA AND/OR CONTRACTOR CLOSURE

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during any of the above-circumstances and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure - If the CONTRACTOR NPS is closed due to any of the above-circumstances and 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 school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. 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 school closure.
- c. In the event of CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, LEA reserves the right to withhold payment for services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

CONTRACTOR also agrees to, in the case of unexpected school closures, provide reasonable evidence that all appropriate NPS/NPA staff remain employed so as to continue providing instruction and academic related support to students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario the CONTRACTOR also will ensure students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, Ipads, hot-spots etc) required to access and participate. In this scenario the CONTRACTOR will provide a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing.

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

63. INSPECTION AND AUDIT

CONTRACTOR shall maintain and 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. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. 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. Copies of 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 LEA, unless 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.

64. RATE SCHEDULE

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 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 Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

65. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) 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) Has/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 Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR
Capital Kids Occupational Therapy, Inc.

LEA
Sacramento City Unified School District

By: _____ Date
Carolyn Stallings, MOT, OTR/L
Owner and Director

By: _____ Date
Rose Ramos
Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

Carolyn Stallings, MOT, OTR/L, Owner and Director
Capital Kids Occupational Therapy, Inc.
5716 Folsom Blvd #251
Sacramento, CA 95819

P: 916-296-4616 F: 916-200-1944
Email: carolyn@capitalkidsplace.com

Notices to LEA shall be addressed to:

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY

CONTRACTOR Capital Kids Occupational Therapy, Inc. **CONTRACTOR NUMBER** _____ **2020-21**
 (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determined by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____
 (per Master Contract Paragraph 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		Per Day
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip (NPA only, unless otherwise agreed to by LEA)	_____	_____
b. Transportation – One Way (NPA only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____

(11) Nursing Services
Other

_____	_____
_____	_____
_____	_____

*Parent transportation reimbursement rates are to be determined by LEA.
**By credentialed Special Education Teacher.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
 (Education Code Sections 56365 *et seq.*)

This agreement is effective on _____ or the date student begins attending a nonpublic school 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.

Local Education Agency(LEA)				Nonpublic School			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name			
D.O.B.		I.D. #		Phone		Fax	
Grade		Level		Sex		() M () F	
Parent/ Guardian Last Name		Parent/ Guardian First Name		Education Schedule – Regular School Year			
				Number of Days		Number of Weeks	
Address		City, State, Zip		Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Home Phone		Business		Contract Begins		Ends	
Master Contract Approved by the Governing Board on							

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST		\$	

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

-CONTRACTOR- -LEA-

 (Name of Nonpublic School) _____
 (Name of LEA)

 (Signature) (Date) (Signature) (Date)

 (Name and Title) (Name of Superintendent or Authorized Designee)

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2020-2021 CONTRACT YEAR

CONTRACTOR: Capital Kids Occupational Therapy, Inc.

Rate Schedule. This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

DESCRIPTION	RATES
LANGUAGE AND SPEECH THERAPY	
PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
DIRECT THERAPY 1:1 or small group SLPA (Supervised by SLP)	\$120.00 Per Hour \$100.00 Per Hour
CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings IEP Meeting Attendance	\$120.00 Per Hour
OCCUPATIONAL THERAPY	
PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
DIRECT THERAPY 1:1 or small group COTA (Supervised by OTR)	\$120.00 Per Hour \$100.00 Per Hour
CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings IEP Meeting Attendance	\$120.00 Per Hour
PHYSICAL THERAPY	
PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
BEHAVIOR INTERVENTION SERVICES	
PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	
DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	
CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	
SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	
OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	
OTHER	
PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES (Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins 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.

SELPA INFORMATION	
Special Education	Program Contact: Rebecca Bryant
Sacramento City Unified School District	Program Contact Phone: (916) 643-9174
5735 47 th Avenue	Program Contact Fax: (916) 399-2019
Sacramento, CA 95824	Program Contact E-mail: Beckybr@scusd.edu

NPA INFORMATION	
Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

STUDENT INFORMATION			
Student Last:		Student First:	
DOB:	Grade:	Sex: () F () M	Student ID#:
Student Track:		Progress Reporting Requirements: (At least 4 per Section 36)	
# of Days Reg School Yr:	# of Days Ext School Yr:	() IEP Benchmark Dates () Other: _____	
Parent/Guardian Last:		Parent/Guardian First:	
Parent/Guardian Phone #1: ()-		Parent/Guardian Phone #2: ()-	
School Site:		SpEd Case Manager:	
Address:		SpEd Case Manager Phone: (916)-	
City/Zip:		SpEd Case Manager Fax: (916)-	
School Site Phone: (916)-		SpEd Case Manager E-mail: @scusd.edu	

CONTRACT INFORMATION		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

SERVICE INFORMATION									
	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Behavior Intervention Services	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

