**HAPPY VALLEY SCHOOL DISTRICT**
**BOARD OF TRUSTEES**
**November 4, 2026**
**3:30 pm, Multi-Purpose Room**
**Regular Board Meeting**
**Agenda**

**A. Approval of Agenda**

**B. Approval of Minutes-** Regular Board Meeting, October 14, 2026

**C. Community Input**

Members of the audience are welcome to address the Board of Trustees at this time during the meeting regarding items not listed on this agenda. The Trustees may ask questions for clarity but cannot take action on those matters, if desired, until such matters are appropriately placed on a future agenda, according to law. Three minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter (Board bylaws 9323).

**D. Board Report**

**E. Superintendent's Report**

**F. Staff Report**

**G. Student Report**

**H. Information Items**

1. **2025/2026 CAASPP Scores**
   The Board will receive information regarding the 2025/2026 CAASPP Scores.

2. **Proposed Math Curriculum**
   The Board will receive information regarding a proposed new math curriculum, Classroom Mathematics+ iReady.

3. **Community Foundation**
   The Board will receive an update regarding the Happy Valley School Foundation Fund through September 30, 2026.

4. **Certification of 2025/2026 Unaudited Actuals**
   The Board will receive information regarding the certifying of Happy Valley's 2025/2026 Unaudited Actuals by the Santa Cruz County Office of Education.

**I. Action Items**

1. **Federal Addendum**
   The Board will consider approval of the 2026/2027 LCAP Federal Addendum.

**J. Consent Items**

1. Approval of Master Contract for Non Public School for 2026/2027 school year
2. Approval of vendor warrants paid since last meeting

**K. Communications and Announcements**

1. Nov.11- Veterans Day, No School
2. Nov.13- Room 1 Play, 10:45 am
3. Nov.16-20 - Parent/Teacher Conferences, Early Release
4. Nov. 18- Parent Club Meeting, 6:30pm, Via Zoom
5. Nov. 20- Peacebuilder Assembly, 11:35 am, MPR
6. Nov. 20- Spirit Day, Pajama Day w/Hot Chocolate (Fun Run Prize)
7. Nov. 23-27- Thanksgiving Break, No School
8. Dec. 16- Board Meeting, 3:30 pm, MPR
9. Dec. 18- Peacebuilder Assembly, 11:35 am, MPR
10. Dec. 21- Jan. 1- No School, Winter Break
11. Jan. 04- No School, Staff Development Day

**L. Adjournment**

Happy Valley School District
Regular Board Meeting
October 14, 2026
MINUTES

The meeting was called to order by the Board President at 3:32pm

BOARD MEMBERS PRESENT: Hodges, Willet, Freeman, Stahl, Yegge
BOARD MEMBERS ABSENT: None
STAFF MEMBERS PRESENT: Stewart, Lynd, DeMeyer-Guyer
STUDENTS PRESENT: Ava and Emma

A. APPROVAL OF THE AGENDA

MSC FREEMAN/HODGES to approve the Board Meeting agenda as written. Unanimous.

B. APPROVAL OF THE MINUTES

MSC WILLET/YEGGE to approve the minutes from the Regular Board Meeting September 9, 2026. Unanimous.

C. COMMUNITY INPUT

None.

D. BOARD REPORT

1. Katie Freeman is looking forward to the Gala/Fall Social.

E. SUPERINTENDENT'S REPORT

Michelle Stewart informed the Board of the following:

1. Through a COE grant, under the direction of former Superintendent/Principal Michelle McKinny, we have been invited to participate in Equine Therapy through the Jean Kvvamme Center. Each district can bring two students in need to participate.
2. Thank you to Lindsey Killmeyer, Angie Rossi and Emily Saarman for making the Fun Run a huge success!
3. Participated in the SSDA board retreat. Budget, organization, upcoming meeting topics and legislation were discussed.
4. Last month it was reported that our ramp was complete but there already seems to be issues that need to be addressed through the company and a warranty claim has been filed.
5. Taking the student board members to the COE to meet with Dr. Faris Sabbah.

F. STAFF REPORT

Sarah DeMeyer-Guyer informed the Board of the following:

1. Kindergarten is watching their baby chicks grow.
2. 3rd grade received their cursive licenses.
3. 4th grade is learning about weather and erosion.

4. 5th/6th grade is going to Swank Farms with their little buddies.

G. STUDENT REPORT

Ava and Emma informed the Board of the following:

1. Had the Fun Run.
2. The next spirit day is identity swap day.
3. OSS is coming up for the 6th graders.
4. Room 1 is preparing for a play.

H. PUBLIC HEARING

MSC STAHL/YEGGE to close the meeting for a Public Hearing at 3:39pm for the following. Unanimous.

1. CHILDREN'S INTERNET PROTECTION ACT
   Allowing public comment regarding Children's Internet Protection Act (CIPA).
   MSC FREEMAN/WILLET to reopen the meeting at 3:40pm there being no public comment. Unanimous.

I. INFORMATION ITEMS

1. 2026-2027 LCAP AND BUDGET APPROVAL
   The Board received information regarding the Santa Cruz County Office of Education's approval of Happy Valley's 2026-2027 LCAP and Budget.

J. ACTION ITEMS

1. CHILDREN'S INTERNET PROTECTION ACT
   MSC STAHL/YEGGE to approve confirmation of the CIPA (Children's Internet Protection Act) compliance: Using Lightspeed Relay Filtering through the Santa Cruz County Office of Education, Student Internet Safety Agreement, and Common Sense Media for internet usage. Unanimous.
2. QUARTERLY STATUS REPORT OF UNIFORM COMPLAINT
   MSC FREEMAN/WILLET to approve the Quarterly Uniform Complaint Report under the Williams Legislation, first Quarterly Report 2026-2027 school year. Unanimous.
3. RESIGNATION OF CLASSIFIED EMPLOYEE
   MSC FREEMAN/STAHL to approve a letter of resignation of a classified employee. Unanimous.
4. STATE OF THE DISTRICT LETTER
   MSC FREEMAN/YEGGE to approve a State of the District letter to be sent to families, alumni, and the community. Unanimous.

J. CONSENT AGENDA

MSC FREEMAN/WILLET to approve the following:

1. Contract with Bethel Janitorial Services. Unanimous.
2. Vendor Warrants paid since the last meeting. Unanimous.

K. COMMUNICATION AND ANNOUNCEMENTS

1. October 21, 2026 - Parent Club Meeting, 6:30pm, Via Zoom
2. October 23, 2026 - PeaceBuilder Assembly, 11:35am, Stage
3. October 26-30, 2026 - OSS, 6th Grade
4. October 30, 2026 - Shoreline Band Concert, 10:40am, Stage
5. October 30, 2026 - Halloween Parade, 11:40am
6. November 4, 2026 - Board Meeting, 3:30pm, MPR
7. November 11, 2026 - Veteran's Day, No School
8. November 16-20, 2026 - Parent Teacher Conferences, Early Release
9. November 18, 2026 - Parent Club Meeting, 6:30pm, Via Zoom
10. November 20, 2026 - PeaceBuilder Assembly, 11:35am, MPR
11. November 23-27, 2026 - Thanksgiving Break, No School

L. CLOSED SESSION

The Board adjourned into closed session at 4:17pm to discuss the following:

1. Superintendent Goals
2. Student Discipline

M. REPORT OUT OF CLOSED SESSION

The Board reported out of closed session 4:53pm, nothing to report.

N. ADJOURNMENT

MSC WILLET/HODGES to adjourn the meeting, there being no further business, 4:54pm. Unanimous.

pl

COMMUNITY FOUNDATION
SANTA CRUZ COUNTY
at the Jack & Peggy Baskin Center for Philanthropy
7807 Soquel Drive • Aptos, CA 95003 • 831.662.2000 • www.cfscc.org

**Happy Valley School Foundation Fund - HVSD**

**Fund Type:** Agency Fund
**Date Established:** February 26, 1998
**Investment Pool:** Endowed - Socially Responsible Long-Term Pool

**Fund Report for July 01, 2026 – September 30, 2026**

| | Current Period 7/1/2026 - 9/30/2026 | Year To Date 1/1/2026- 9/30/2026 |
|---|---|---|
| **Beginning Fund Balance** | **$898,691.66** | **$863,610.38** |
| Plus Additions to Fund | | |
| Earnings/(Losses) | $(9,524.68) | $58,792.84 |
| **Total Income** | **$(9,524.68)** | **$58,792.84** |
| Less Distributions from Fund | | |
| Distributions for Fund Purpose | $ 0.00 | $28,907.00 |
| Foundation Services Fee* | $2,244.37 | $6,573.61 |
| **Total Expenditures** | **$2,244.37** | **$35,480.61** |
| **Ending Fund Balance** | **$886,922.61** | **$886,922.61** |

*The Foundation Services Fee helps to support fund stewardship as well as Foundation programs that assist donors, educate and strengthen local nonprofits, and build regional partnerships to address critical local issues.

If you have questions regarding your fund statement, please contact Hilary Bryant at hbryant@cfscc.org or (831) 662-2065.

total Fund 57: # 2,110,905.93
(including county treasury amt of # 44,206.60)
Last Quarter # 2,138,052.51
(including county treasury amt of # 43,929.02)

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**Happy Valley School Foundation Fund - Donor Gifts - HVSDDG**

**Fund Type:** Designated Fund
**Date Established:** October 30, 2017
**Investment Pool:** Endowed - Socially Responsible Long-Term Pool

**Fund Report for July 01, 2026 – September 30, 2026**

| | Current Period 7/1/2026 - 9/30/2026 | Year To Date 1/1/2026- 9/30/2026 |
|---|---|---|
| **Beginning Fund Balance** | **$846,402.97** | **$812,007.42** |
| Plus Additions to Fund | | |
| Contributions | $ 0.00 | $1,000.00 |
| Earnings/(Losses) | $(8,970.50) | $55,304.42 |
| **Total Income** | **$(8,970.50)** | **$56,304.42** |
| Less Distributions from Fund | | |
| Distributions for Fund Purpose | $ 0.00 | $26,806.00 |
| Foundation Services Fee* | $2,113.79 | $6,187.16 |
| **Total Expenditures** | **$2,113.79** | **$32,993.16** |
| **Ending Fund Balance** | **$835,318.68** | **$835,318.68** |

*The Foundation Services Fee helps to support fund stewardship as well as Foundation programs that assist donors, educate and strengthen local nonprofits, and build regional partnerships to address critical local issues.

If you have questions regarding your fund statement, please contact Hilary Bryant at hbryant@cfscc.org or (831) 662-2065.

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**Happy Valley School Legacy Flex Fund - HVSL**

**Fund Type:** Agency Fund
**Date Established:** July 09, 2014
**Investment Pool:** Nonendowed - Socially Responsible Long-Term Pool

**Fund Report for July 01, 2026 – September 30, 2026**

| | Current Period 7/1/2026 - 9/30/2026 | Year To Date 1/1/2026- 9/30/2026 |
|---|---|---|
| **Beginning Fund Balance** | **$349,028.86** | **$324,605.14** |
| Plus Additions to Fund | | |
| Earnings/(Losses) | $(3,699.17) | $22,389.69 |
| **Total Income** | **$(3,699.17)** | **$22,389.69** |
| Less Distributions from Fund | | |
| Foundation Services Fee* | $871.65 | $2,536.79 |
| **Total Expenditures** | **$871.65** | **$2,536.79** |
| **Ending Fund Balance** | **$344,458.04** | **$344,458.04** |

*The Foundation Services Fee helps to support fund stewardship as well as Foundation programs that assist donors, educate and strengthen local nonprofits, and build regional partnerships to address critical local issues.

If you have questions regarding your fund statement, please contact Hilary Bryant at hbryant@cfscc.org or (831) 662-2065.

SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR FARIS SABBAH • SUPERINTENDENT OF SCHOOLS

BOARD OF EDUCATION
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October 15, 2026

Cliff Hodges
Board President, Governing Board
Happy Valley Elementary School District
3125 Branciforte Drive
Santa Cruz, CA 95065

Dear Board President Hodges:

We have reviewed the Happy Valley Elementary School District's 2025-26 Unaudited Actuals and certified the report to the California Department of Education. Enclosed is a copy of the signed Certification for your records.

The district's 2025-26 Unaudited Actuals unrestricted revenues were $1,769,752 which is a 1.97% increase over Estimated Actuals, mostly due to a reduction of the district's contribution from the unrestricted to the restricted resources. Local Revenue was increased as a result of the Fair Market Value adjustment of $2,451. It is important to note that the Fair Market Value adjustment is a required year end entry that recognizes *unrealized gains and losses of cash on hand, held by the county treasurer's office.* This entry will be reversed annually. Therefore, its impact on the district's ending fund balance and cash should be seen as non-spendable.

The corresponding expenditures were $1,848,177, which is a 0.95% increase over Estimated Actuals. Much of the variance is attributable to Services and Other Operating Expenditures.

The net impact is a decrease of the Unrestricted Ending Fund balance of $78,425, resulting in a final Unrestricted Ending Fund balance of $582,050.

If you have any questions, please contact either me at 831-466-5602 or Rebecca Olker at 831-466-5630.

Sincerely,

Stephanie Gomez

Stephanie Gomez
Deputy Superintendent, Business Services
Santa Cruz County Office of Education

cc: Dr. Faris Sabbah, County Superintendent of Schools
Michelle Stewart, Superintendent and CBO, Happy Valley Elementary School District
Rebecca Olker, SCCOE Executive Director, Fiscal Services
Jacob Willet, Board Member, Happy Valley Elementary School District
David Stahl, Board Member, Happy Valley Elementary School District
Katie Freeman, Board Member, Happy Valley Elementary School District
Michelle Yegge, Board Member, Happy Valley Elementary School District

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

| Form | Description | Value |
|---|---|---|
| CEA | Percent of Current Cost of Education Expended for Classroom Compensation | 53.35% |
| | Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372) | |
| | CEA Deficiency Amount | exempt |
| | Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details | |
| ESMOE | Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination | MOE Met |
| | If MOE Not Met, the 2027-28 apportionment may be reduced by the lesser of the following two percentages | |
| | MOE Deficiency Percentage - Based on Total Expenditures | 0.00% |
| | MOE Deficiency Percentage - Based on Expenditures Per ADA | 0.00% |
| GANN | Adjustments to Appropriations Limit Per Government Code Section 7902.1 | ($56,148.73) |
| | Adjusted Appropriations Limit | $1,499,255.44 |
| | Appropriations Subject to Limit | $1,499,255.44 |
| | These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132 | |
| ICR | Preliminary Proposed Indirect Cost Rate | 5.69% |
| | Fixed-with-carry-forward indirect cost rate for use in 2027-28 subject to CDE approval | |

UNAUDITED ACTUAL FINANCIAL REPORT

To the County Superintendent of Schools:

2025-26UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed _____ Date of Meeting: Sep 09, 2026
Clerk / Secretary of the Governing Board
(Original signature required)

Printed Name: Michelle Stewart Title: Superintendent/Principal

To the Superintendent of Public Instruction:

2025-26UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed _____ Date: 10/09/2026
County Superintendent/Designee
(Original signature required)

Printed Name: Stephanie Gomez Title: Deputy Superintendent, Business Services

For additional information on the unaudited actual reports, please contact:

| For County Office of Education | For School District |
|---|---|
| Rebecca Olker | Michelle Stewart |
| Name | Name |
| Executive Director, Fiscal Services | Superintendent/Principal |
| Title | Title |
| (831) 466-5630 | (831) 429-1165 |
| Telephone | Telephone |
| rolker@santacruzcoe.org | mstewart@hvesd.com |
| E-mail Address | E-mail Address |

# Local Control and Accountability Plan (LCAP)
# Every Student Succeeds Act (ESSA)
# Federal Addendum Template

## School Year
2026-27

## Date of Board Approval
11/4/2026

## LEA Name
Happy Valley Elementary School District

## CDS Code:
44697576049571

## Link to the LCAP:
***(optional)***

## For which ESSA programs apply to your LEA?

Choose From:

**TITLE I, PART A**
Improving Basic Programs Operated by State and Local Educational Agencies

**TITLE II, PART A**
Supporting Effective Instruction

**TITLE III, PART A**
Language Instruction for English Learners and Immigrant Students

*(**note:** This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

*In the following pages, ONLY complete the sections for the corresponding programs.*

## Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources**; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

**Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.**

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

At Happy Valley School District, students are given every opportunity to succeed. It is important to all of the stakeholders that we support the continuum of abilities for all learners, especially our English learners, Economically Disadvantaged, and Special education students. In addition, HVS wants to support and encourage the students who are achieving grade level or above benchmarks by enriching the curriculum as needed. Stakeholder input has driven our LCAP goals to support and enrich all students at HVS which includes K-6 intervention in both math and ELA. Students are identified through benchmark and SST data, as well as enrichment activities for students who are proficient in the subject matter, and instructional materials specifically designed to support differentiation and intervention at all grade levels. HVS has a dedicated RTI program and staff that supports students where needed. Funding for HVS includes Basic Aid, local and federal funding, donations and an endowment. Federal funds are used to supplement LCAP goals. Title II funds are used for professional development which is focused on Math. Title III funds are used for English learners and used for extra support and materials. Title IV is used to support Homeless students.

## Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

All funding HVS receives is used to provide a seamless program that is driven by LCAP goals. Throughout the LCAP, activities and goals have been written to include all students with equal access. Because HVS is a community funded (Basic Aid) school and only gets supplemental funding, the targeted programs are used for students who are failing to reach benchmarks or assessments. We look at federal dollars as being used to provide the strategic interventions that align with our base program which is funded through state and local funds.

## ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

### TITLE I, PART A

#### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

| ESSA SECTION | STATE PRIORITY ALIGNMENT |
|---|---|
| 1112(b)(1) (A–D) | 1, 2, 4, 7, 8 *(as applicable)* |

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
(B) identifying students who may be at risk for academic failure;

(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

**Overuse in Discipline Practices that Remove Students from the Classroom**

| ESSA SECTION | STATE PRIORITY ALIGNMENT |
|---|---|
| 1112(b)(11) | 6 *(as applicable)* |

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

**Career Technical and Work-based Opportunities**

| ESSA SECTION | STATE PRIORITY ALIGNMENT |
|---|---|
| 1112(b)(12)(A–B) | 2, 4, 7 *(as applicable)* |

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

### Title II, Part A Activities

| ESSA SECTION | STATE PRIORITY ALIGNMENT |
|---|---|
| 2102(b)(2)(A) | 1, 2, 4 *(as applicable)* |

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

## TITLE III, PART A

### Parent, Family, and Community Engagement

| ESSA SECTION | STATE PRIORITY ALIGNMENT |
|---|---|
| 3116(b)(3) | 3, 6 *(as applicable)* |

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

### Poverty Criteria

| ESSA SECTION(S) | STATE PRIORITY ALIGNMENT |
|---|---|
| 1112(b)(4) | N/A |

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

Title I funds have not been allocated to Happy Valley in the 2026-27 school year.

## ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

## TITLE I, PART A

### Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDEs website (https://www.cde.ca.gov/pd/ee/peat.asp) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
    a. Number of low-income students
    b. Number of minority students
2. Does the LEA have an educator equity gap –
    a. If yes, must create a plan which must include root cause analysis of the disparity
    b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available here:

.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

On November 6, 2019, the SBE approved updated definitions for "ineffective" and "out-of-field" teachers to be included in the amended California ESSA Consolidated State Plan.

| Term | Definition |
|---|---|
| Ineffective teacher | An ineffective teacher is any of the following:<br><br>• An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or<br>• A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned) |

| | |
|---|---|
| | • An individual who holds no credential, permit, or authorization to teach in California.<br><br>Under this definition, teachers with the following limited emergency permits would be considered ineffective:<br><br>• **Provisional Internship Permits,**<br>• **Short-Term Staff Permits**<br>• **Variable Term Waivers**<br><br>**Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record** |
| Out-of-field teacher | A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field:<br><br>• General Education Limited Assignment Permit (GELAP)<br>• Special Education Limited Assignment Permit (SELAP)<br>• **Short-Term Waivers**<br>• **Emergency English Learner or Bilingual Authorization Permits**<br><br>**Local Assignment Options** (except for those made pursuant to the *California Code of Regulations*, Title 5, Section 80005[b]) |
| Inexperienced Teacher | A teacher who has two or fewer years of teaching experience. |
| Minority Student | A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic. |
| Low-Income Student | A student who is eligible to receive Free or Reduced-Price Meals |

## Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

To meet this requirement, LEAs must provide a description of the following:

**ESSA Section 1112(b)(3)**: how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

**ESSA Section 1112(b)(7)**: the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))
4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))
7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14).
8. Describe how the LEA will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

(A) through coordination with institutions of higher education, employers, and other local partners; and
(B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and
(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## TITLE I, PART D

### Description of Program
ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### Formal Agreements
ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the
(A) LEA; and
(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### Comparable Education Program
ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### Successful Transitions
ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### Educational Needs
ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Social, Health, and Other Services
ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Postsecondary and Workforce Partnerships
ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Parent and Family Involvement
ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## Program Coordination
ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### Probation Officer Coordination
ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### Individualized Education Program Awareness
ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### Alternative Placements
ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## TITLE II, PART A

### Professional Growth and Improvement
ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Address these questions:**

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

The system of professional growth and improvement at Happy Valley begins with the new teacher induction and two year BTSA through the County Office of Education. For ongoing teachers, there are opportunities for professional development through TTP (Teaching Through Problem Solving), Writers and Reader's Workshop and RTI, and Math implementation, and are aligned with our LCAP Goals. Staff is involved in planning of LCAP goals which in turns drives our professional development calendar.

### Prioritizing Funding
ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

**Address these questions:**

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.
2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Title II funding plays a very small role at HVS in the overall percentage of funding allocated to professional development activities. Our funding is directed at increasing teacher competency which is aligned with our LCAP goals. We are currently not identified for CSI or TSI activities but if we were, we would direct our Title II funding and the professional development to meet the needs of addressing our programmatic issues and/or the identified student groups who needed additional support. Each year, we look at our data, develop our LCAP goals and align our funding to assure our teachers are continuously being provided the necessary professional development to meet the needs of our students.

### Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Address these questions:**

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
    a. Teachers
    b. Principals and other school leaders
    c. Paraprofessionals (including organizations representing such individuals)
    d. Specialized instructional support personnel
    e. Charter school leaders (in a local educational agency that has charter schools)
    f. Parents
    g. Community partners
    h. Organizations or partners with relevant and demonstrated expertise in programs and activities
6. Please explain how often the LEA meaningfully consults with these educational partners.

The data that HVS uses to decide Professional Development activities include upcoming adoptions, implementation of new standard based programs, staff input, parent surveys, LCAP development process input, school board and county office of education countywide programs and opportunities. Being a small school, we regularly meet with all of our stakeholders to discuss our priorities, discuss data and make recommendations for the LCAP goals and development. All input is then used to develop LCAP goals which drive our work as our strategic document. As part of the LCAP process we analyze the effectiveness of our activities and make adjustments as necessary going forward. This is part of a continuous cycle of improvement with the entire school community.

## TITLE III, PART A

### Title III Professional Development
ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Happy Valley has formed a consortium with three other districts in the county that have small numbers of English learners in order to access Title III funds. Scotts Valley Unified School District is the lead LEA for the consortium that also includes San Lorenzo Unified School District and Pacific Elementary School District. Happy Valley partners with the Multilingual Achievement Coordinator at the County Office of Education for professional development for classroom teachers and the Superintendent/Principal that is designed to improve our effectiveness in meeting the needs of English learners. In the past we focused on content ELD. The intervention teacher who also supports English learners, to help us align our strategies with English Language Development (ELD) standards. The objective was to increase our effectiveness in providing access to the core curriculum and enhance their ability to communicate in English. This was done both at professional development days and continued for sustainability at staff meetings.We continue to focus on the needs of our English Learners by training staff on effective ELD strategies.

### Enhanced Instructional Opportunities
ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

When there are immigrant students at Happy Valley they are provided additional English Language support on a regular basis. They are seen by a certificated teacher who pulls them individually and in groups. They are also supported within the classroom.

### Title III Programs and Activities
ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:

1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
   - are focused on English learners and consistent with the purposes of Title III;
   - enhance the core program; and
   - are supplemental to all other funding sources for which the LEA is eligible.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Effective Programs & Activities: We do not currently have an adopted ELD curriculum; rather, we use supplemental ELD materials to enhance the ability of ELs to learn English quickly. We have instructional aides in every classroom that provide additional support in ELD in the classroom.

Stakeholder Input: Each year, Happy Valley electronically surveys parents on their views of the school. Survey data includes demographic data, so we are able to ensure that diverse groups are included. Analysis of the data leads to changes in the educational program. Teachers discuss the needs of ELs at staff meetings and are responsible for carrying out effective instruction. The needs of all students, including ELs, are addressed at various points during the year at both School Site Council meetings and Board meetings. All of these groups are informed of resources, including our limited allocation of Title III funds, to meet the needs of ELs. Universally, all stakeholders believe that the available funding is woefully inadequate to meet the needs, so our plan always includes strategies that can be implemented without costs.

Happy Valley uses local measures as well as the state ELPAC and CAASPP (both ELA & Math) assessments to determine progress toward learning English and, therefore, the effectiveness of our efforts. Local measures include writing rubrics, reading (varies by grade levels), and an ELD rubric. These are assessed on a trimester basis. Analysis of the achievement data is reviewed at each marking period and adjustments are made accordingly.

## English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
(B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

As Happy Valley is a small one-school district, with a small number of English learners, monitoring compliance is easy. Achievement data is reviewed on a frequent basis. Informal observations of each classroom happen several times each week. The Superintendent/Principal holds teachers accountable for meeting the needs of ELs by providing feedback on instructional practices and by meeting to discuss the evolving needs of each EL on an individual basis. The Superintendent/Principal created a standards-based ELD rubric and EL students are evaluated by teachers on this rubric each trimester to determine progress toward reclassification. Achievement results are shared with parents each trimester and translation is provided, as necessary.

## TITLE IV, PART A

### Title IV, Part A Activities and Programs
ESSA SECTION 4106(e)(1)

**Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)**

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than $30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
   a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Title IV funds are used to support homeless students in materials, transportation, food and counseling.

## Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least $30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

### Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for a well-rounded education?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

### Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for safety and health of students?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

### Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp.

Date of LEA's last conducted needs assessment:

Title IV, Part A Program
Rural Education and Student Support Office
California Department of Education
Email: TitleIV@cde.ca.gov Web site: https://www.cde.ca.gov/sp/st/

California Department of Education
February 2022

# *NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES*

# *MASTER CONTRACT*

# ***2026-2027***

# Master Contract

**GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES**

**LEA** HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT

Contract Year 2026-2027

x Nonpublic School

_____ Nonpublic Agency

**Type of Contract:**

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

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

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

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

Table of Contents

## Contents


GENERAL PROVISIONS ..... 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT ("ISA") 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT ..... 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM ..... 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22
PERSONNEL 23
44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25
HEALTH AND SAFETY MANDATES 26
49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27
FINANCIAL 27
56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27

57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES 29
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2025-2026 RATES....34
EXHIBIT B: 2025-2026 ISA....36

**2026-2027** **CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:**
Happy Valley Elementary School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**
Second Start-Pine Hill

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

## GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on October 21, 2026, between Happy Valley Elementary School District, hereinafter referred to as the local educational agency ("LEA"), a member of the North Santa Cruz County SELPA and Second Start-Pine Hill (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

### 2. CERTIFICATION AND LICENSES

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

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

## 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

## 4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from October 22, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

## 6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

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

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## ADMINISTRATION OF CONTRACT

### 8. NOTICES

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

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

## 9. MAINTENANCE OF RECORDS

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

## 10. SEVERABILITY CLAUSE

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

## 11. SUCCESSORS IN INTEREST

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

## 12. VENUE AND GOVERNING LAW

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

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

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

## 14. TERMINATION

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

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

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

## 16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

## 17. INDEPENDENT CONTRACTOR

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

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

## 18. SUBCONTRACTING

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

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

## 19. CONFLICTS OF INTEREST

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

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

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

## 20. NON-DISCRIMINATION

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

# EDUCATIONAL PROGRAM

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

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related

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

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

## 22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

## 23. INSTRUCTIONAL MINUTES

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

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

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

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

## 24. CLASS SIZE

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

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

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

## 25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the

provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

## 26. DATA REPORTING

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

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

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

## 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

## 28. STATEWIDE ACHIEVEMENT TESTING

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

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

## 29. MANDATED ATTENDANCE AT LEA MEETINGS

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

## 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49000, *et seq.*, 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral

problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

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;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

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

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

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

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

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

## 31. STUDENT DISCIPLINE

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

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

## 32. IEP TEAM MEETINGS

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

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

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

## 33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section

42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children.

## 34. DUE PROCESS PROCEEDINGS

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

## 35. COMPLAINT PROCEDURES

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

## 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

## 38. STUDENT CHANGE OF RESIDENCE

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

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

## 39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

## 40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in

emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

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

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

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

## 42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

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

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

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

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

## 43. MONITORING

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

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

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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

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

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

## PERSONNEL

### 44. CLEARANCE REQUIREMENTS

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

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

### 45. STAFF QUALIFICATIONS

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

Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

## 46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

## 47. STAFF ABSENCE

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

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee

or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## HEALTH AND SAFETY MANDATES

### 49. HEALTH AND SAFETY

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

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

### 50. FACILITIES AND FACILITIES MODIFICATIONS

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

### 51. ADMINISTRATION OF MEDICATION

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

### 52. INCIDENT/ACCIDENT REPORTING

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

## 53. CHILD ABUSE REPORTING

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

## 54. SEXUAL HARASSMENT

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

## 55. REPORTING OF MISSING CHILDREN

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

## FINANCIAL

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES** CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of

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

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

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

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

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

## 57. RIGHT TO WITHHOLD PAYMENT

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

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

determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

## 58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## 59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to

CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

## 61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## 62. RATE SCHEDULE

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

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

## 63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 21st day of October, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

| CONTRACTOR | LEA |
|---|---|
| Nonpublic School/Agency | Happy Valley Elementary School District<br>LEA Name |
| By: _____<br>Signature Date | By: [signature] 10/21/2026<br>Signature Date |
| Name and Title of Authorized Representative | Michelle Stewart, Superintendent<br>Name and Title of Authorized Representative |

| Notices to CONTRACTOR shall be addressed to: | Notices to LEA shall be addressed to: |
|---|---|
| Name and Title | Michelle Stewart, Superintendent<br>Name and Title |
| Nonpublic School/Agency/Related Service Provider | Happy Valley Elementary School<br>LEA |
| Address | 3125 Branciforte Drive<br>Address |
| City State Zip | Santa Cruz, CA 95065<br>City State Zip |
| Phone Fax | 831-429-1456<br>Phone Fax |
| Email | mstewart@hvesd.com<br>Email |

**Additional LEA Notification**
**(Required if completed)**

| |
|---|
| Name and Title |
| Address |
| City State Zip |
| Phone Fax |
| Email |

Checks Dated 10/01/2026 through 10/31/2026

| Check Number | Check Date | Pay to the Order of | FF-RRRR-Y-GGGG-FFFF-OOOO-SSS-MMM | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 1148143 | 10/05/2026 | AT&T | | | | |
| | | | 01-0000-0-0000-2700-5900-200-2801 | INTERNET | | 152.81 |
| 1148144 | 10/05/2026 | BETHEL JANITORIAL SERVICE | | | | |
| | | | 01-0000-0-0000-8100-5524-200-2801 | JANITORIAL SERVICE | 3,150.00 | |
| | | | 01-2600-0-0000-8100-5524-200-0000 | JANITORIAL SERVICE | 1,050.00 | 4,200.00 |
| 1148145 | 10/05/2026 | Chao, Joanna | | | | |
| | | | 01-9009-0-1110-1000-5800-200-LIBR | LLIBRARY COORDINATOR | | 912.50 |
| 1148146 | 10/05/2026 | ESSENTIAL OPERATIONS INC | | | | |
| | | | 01-8150-0-0000-8100-5600-200-0000 | SEMI ANNUAL INSPECTION SEPTIC | | 540.00 |
| 1148147 | 10/05/2026 | Gospodnetich, Julia | | | | |
| | | | 01-9009-0-1110-1000-5800-200-OPLL | GARDEN COORDINATOR | | 740.00 |
| 1148148 | 10/05/2026 | IXL LEARNING, INC | | | | |
| | | | 01-6300-0-1110-1000-5800-200-3000 | MATH | | 1,200.00 |
| 1148149 | 10/05/2026 | KT MECHANICAL INC | | | | |
| | | | 01-2600-0-0000-8100-5600-200-0000 | HVAC SERVICE AND REPAIR | 98.12 | |
| | | | 01-8150-0-0000-8100-5600-200-0000 | HVAC SERVICE AND REPAIR | 1,399.38 | 1,497.50 |
| 1148150 | 10/05/2026 | RODONI FARM FRESH PRODUCE, LLC | | | | |
| | | | 01-9009-0-1110-1000-5808-200-RM04 | ROOM 4 & 6 FIELD TRIP | 104.00 | |
| | | | 01-9009-0-1110-1000-5808-200-RM06 | ROOM 4 & 6 FIELD TRIP | 136.00 | 240.00 |
| 1148151 | 10/05/2026 | SANTA CRUZ MUNICIPAL UTILITIES | | | | |
| | | | 01-0000-0-0000-8100-5514-200-2801 | WATER | 171.46 | |
| | | | 01-2600-0-0000-8100-5514-200-0000 | WATER | 57.15 | 228.61 |
| 1148152 | 10/05/2026 | SC SYSTEMS INC | | | | |
| | | | 01-8150-0-0000-8100-5600-200-0000 | FIRE ALARM MONITORING | | 105.00 |
| 1148153 | 10/05/2026 | SISC 3 | | | | |
| | | | 01- -- - -9531- - | OCTOBER MEDICAL | | 14,048.00 |
| 1148154 | 10/05/2026 | STAPLES | | | | |
| | | | 01-1100-0-0000-2700-4350-200-3000 | OFFICE MATERIALS AND SUPPLIES | 32.33 | |
| | | | 01-1100-0-0000-7200-4350-200-3000 | OFFICE MATERIALS AND SUPPLIES | 10.77 | 43.10 |
| 1148155 | 10/05/2026 | Stewart, Michelle A | | | | |
| | | | 01-0000-0-0000-7200-5200-200-2801 | REIMBURSE MILEAGE | | 576.38 |
| 1148156 | 10/05/2026 | SWANK FARMS PRODUCE INC | | | | |
| | | | 01-9009-0-1110-1000-5808-200-RM01 | ROOM 1 FIELD TRIP | 375.00 | |
| | | | 01-9009-0-1110-1000-5808-200-RM02 | ROOM 2 FIELD TRIP | 315.00 | 690.00 |
| 1148157 | 10/05/2026 | US BANK | | | | |
| | | | 01-1100-0-0000-2700-4350-200-3000 | RM04, RM03, OFFICE, JANITORIAL | 87.93 | |
| | | | 01-1100-0-0000-8100-4350-200-3000 | RM04, RM03, OFFICE, JANITORIAL | 6.37 | |

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Checks Dated 10/01/2026 through 10/31/2026

| Check Number | Check Date | Pay to the Order of | FF-RRRR-Y-GGGG-FFFF-OOOO-SSS-MMM | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 1148157 | | | 01-9009-0-1110-1000-4300-200-RM03 | RM04, RM03, OFFICE, JANITORIAL | 42.96 | |
| | | | 01-9009-0-1110-1000-4300-200-RM04 | RM04, RM03, OFFICE, JANITORIAL | 76.64 | 213.90 |
| 1148158 | 10/05/2026 | USI INC | | | | |
| | | | 01-1100-0-0000-2700-4350-200-3000 | LAMINATOR FILM | | 162.42 |
| 1148159 | 10/05/2026 | XEROX CORPORATION | | | | |
| | | | 01-1100-0-0000-7100-5600-200-3000 | COPIER USAGE AND LEASE | 113.20 | |
| | | | 01-1100-0-0000-7200-5600-200-3000 | COPIER USAGE AND LEASE | 28.29 | |
| | | | 01-1100-0-1110-1000-5600-200-3000 | COPIER USAGE AND LEASE | 424.48 | 565.97 |
| 1148763 | 10/12/2026 | BLOOM PEDIATRIC OT | | | | |
| | | | 01-6500-0-5760-3140-5800-200-1304 | AUG OT | 472.50 | |
| | | | | OT | 2,625.00 | 3,097.50 |
| 1148764 | 10/12/2026 | CARLY PERLMAN | | | | |
| | | | 01-3327-0-5760-3120-5800-200-1320 | SEPT COUNSELING | 898.00 | |
| | | | 01-6546-0-5760-3120-5800-200-0000 | SEPT COUNSELING | 434.50 | |
| | | | 01-7435-0-1110-1000-5800-200-0000 | SEPT COUNSELING | 682.50 | 2,015.00 |
| 1148765 | 10/12/2026 | OHLSEN FOODS | | | | |
| | | | 01-0000-0-0000-3700-5800-200-3007 | SEPT LUNCHES | | 2,524.80 |
| 1148766 | 10/12/2026 | STAPLES | | | | |
| | | | 01-9009-0-1110-1000-4300-200-LIBR | LIBRARY MATERIALS AND SUPPLIES | | 46.19 |
| 1149794 | 10/19/2026 | AT&T | | | | |
| | | | 01-0000-0-0000-2700-5900-200-2801 | PHONE | 120.65 | |
| | | | 01-0000-0-0000-7200-5900-200-2801 | PHONE | 40.21 | 160.86 |
| 1149795 | 10/19/2026 | BLICK ART MATERIALS | | | | |
| | | | 01-9009-0-1110-1000-4300-200-MURT | ART MATERIALS AND SUPPLIES | | 43.32 |
| 1149796 | 10/19/2026 | Doolan, Lindsey A | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM03 | ROOM 3 MATERIALS AND SUPPLIES | | 240.73 |
| 1149797 | 10/19/2026 | EMPLOYMENT DEVELOPMENT DEPT | | | | |
| | | | 01- - - - -9515- - | QUARTER 3 SUI | | 116.25 |
| 1149798 | 10/19/2026 | GREENWASTE RECOVERY INC | | | | |
| | | | 01-0000-0-0000-8100-5523-200-2801 | GARBAGE | | 619.59 |
| 1149799 | 10/19/2026 | PACIFIC GAS & ELECTRIC | | | | |
| | | | 01-0000-0-0000-8100-5511-200-2801 | PUMP HOUSE | | 31.70 |
| 1149800 | 10/19/2026 | ROARING CAMP RAILROAD | | | | |
| | | | 01-9009-0-1110-1000-5808-200-RM06 | ROOM 6 FT DEPOSIT | | 339.93 |
| 1149801 | 10/19/2026 | Ruwe, Carey L | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM04 | ROOM 3 MATERIALS AND SUPPLIES | | 27.09 |

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Checks Dated 10/01/2026 through 10/31/2026

| Check Number | Check Date | Pay to the Order of | FF-RRRR-Y-GGGG-FFFF-OOOO-SSS-MMM | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 1149802 | 10/19/2026 | SCHOOL SPECIALTY, LLC | | | | |
| | | | 01-6053-0-1110-1000-4300-200-0000 | TK MATERIALS AND SUPPLIES | | 532.19 |
| 1149803 | 10/19/2026 | SPROUTS SC | | | | |
| | | | 01-2600-0-1110-1000-5800-200-0000 | AFTER SCHOOL ENRICHMENT SEPT | | 3,980.00 |
| 1149804 | 10/19/2026 | STAPLES | | | | |
| | | | 01-1100-0-0000-2700-4350-200-3000 | OFFICE MATERIALS AND SUPPLIES | 145.02 | |
| | | | 01-1100-0-0000-7200-4350-200-3000 | OFFICE MATERIALS AND SUPPLIES | 48.34 | 193.36 |
| 1149805 | 10/19/2026 | STAPLES | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM03 | ROOM 3 MATERIALS AND SUPPLIES | | 50.37 |
| 1149806 | 10/19/2026 | STAPLES | | | | |
| | | | 01-1100-0-0000-8100-4350-200-3000 | JANITORIAL SUPPLIES | 212.15 | |
| | | | 01-2600-0-0000-8100-4350-200-0000 | JANITORIAL SUPPLIES | 70.71 | 282.86 |
| 1149807 | 10/19/2026 | Stewart, Michelle A | | | | |
| | | | 01-4035-0-0000-2700-5200-200-2356 | MATH PD | | 57.47 |
| 1150397 | 10/26/2026 | ABRITE | | | | |
| | | | 01-6500-0-5760-1190-5100-200-1304 | SPED AIDES | | 17,813.60 |
| 1150398 | 10/26/2026 | CLASS LEASING, LLC | | | | |
| | | | 01-0000-0-0000-9100-7439-200-BTRM | RESTROOM LEASE | | 2,923.17 |
| 1150399 | 10/26/2026 | Lynd, Paige L | | | | |
| | | | 01-0000-0-0000-7200-5200-200-2801 | MILEAGE REIMBURSEMENT | | 120.69 |
| 1150400 | 10/26/2026 | PACIFIC GAS & ELECTRIC | | | | |
| | | | 01-0000-0-0000-8100-5511-200-2801 | ELECTRIC ONE UP CHARGES | 1,640.21 | |
| | | | 01-2600-0-0000-8100-5511-200-0000 | ELECTRIC ONE UP CHARGES | 546.74 | 2,186.95 |
| 1150401 | 10/26/2026 | PIERCE KILKENNY | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM04 | ROOM 4 CHICKEN COOP MATERIALS AND SUPPLIES | | 500.00 |
| 1150402 | 10/26/2026 | PIERCE KILKENNY | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM04 | REIMBURSE RM4 MATERIALS AND SUPPLIES | | 29.06 |
| 1150403 | 10/26/2026 | Royer, Kate | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM01 | ROOM 1 MATERIALS AND SUPPLIES | | 166.90 |
| 1150404 | 10/26/2026 | SANTA CRUZ COUNTY PARKS DEPT | | | | |
| | | | 01-0000-0-0000-7200-5800-200-2801 | PARKS PARCEL TAX | | 8.50 |
| 1150405 | 10/26/2026 | STAPLES | | | | |
| | | | 01-1100-0-0000-2700-4350-200-3000 | OFFICE MATERIALS AND SUPPLIES | 18.96 | |
| | | | 01-1100-0-0000-7200-4350-200-3000 | OFFICE MATERIALS AND SUPPLIES | 6.32 | 25.28 |

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Checks Dated 10/01/2026 through 10/31/2026

| Check Number | Check Date | Pay to the Order of | FF-RRRR-Y-GGGG-FFFF-OOOO-SSS-MMM | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 1150406 | 10/26/2026 | STAPLES | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM01 | ROOM 1 MATERIALS AND SUPPLIES | | 27.23 |
| 1150407 | 10/26/2026 | STAPLES | | | | |
| | | | 01-9009-0-1110-1000-4300-200-RM01 | ROOM 1 MATERIALS AND SUPPLIES | | 12.37 |
| | | | | **Total Number of Checks** | **46** | **64,289.15** |

## Fund Recap

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | GENERAL FUND | 46 | 64,289.15 |
| | Total Number of Checks | **46** | 64,289.15 |
| | Less Unpaid Tax Liability | | .00 |
| | **Net (Check Amount)** | | **64,289.15** |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.