



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: August 20, 2020

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion – Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
City of Sacramento A21-00008	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Grant: \$297,856 District Match: \$552,418 Program Total: \$850,274
<p>7/27/20 – 8/21/20: Summer Learning Initiative Grant is a subaward of federal Coronavirus Relief Funds from the City of Sacramento. Grant will partially fund the District’s K-8 Expanded Learning Summer Program – an online program being implemented at 5 District sites in collaboration with the District’s Community Based Organization (CBO) partners. The CBOs, in partnership with District hired credentialed teachers and administration will provide a full day for students. The CBOs’ main role will be to reduce the student to staff ratio, acting as teachers’ aides in the classrooms, and providing enrichment and SEL activities. The credentialed teacher will teach the academic portion of the day, with assistance from CBO staff, and CBO staff will provide enrichment, arts activities and supervision throughout the day. The program will serve up to 624 students throughout the District, hosted remotely by 5 schools: Cesar Chavez, Ethel Phillips, Leonardo da Vinci, Pacific and Washington. Students targeted for the program are those who were below grade level before March 13 and who have struggled with distance learning. The program will operate similar to how schools will open in the fall:</p> <ul style="list-style-type: none"> • Teachers will utilize Google Classroom • Daily live instruction is provided for a minimum of 3 hours a day • Additional, targeted structured support for small groups and/or individuals will be provided • Supports for students with IEPs provided by the teacher or instructional aides as required • Support for English learners provided by the teacher or bilingual aides as required • Use of ELA and math scope and sequence to help focus on priority standards • Pre- and post-assessments aligned with the content chosen by school sites • The use of Universal Design for Learning to plan and deliver lessons • SEL will be integrated into instruction. Social workers will be hired at schools that request them • Weekly communication to parents which includes learning intentions for the week, content to be taught, success criteria, and details of any assignments. • Professional learning and planning time for a total of 12 hours <p>The goal of the program is to mitigate COVID-related and summer learning loss; create activities that raise awareness of and build skills around accessing mental health resources; and provide transition activities/program for school re-entry. Program success will be measured through the number and percent of SCUSD students served who live in the most COVID-impacted communities; and program retention rates, academic gains and quality of youth development experience in the areas of safety, relationship-building, and skill-building.</p>		
<u>ADULT EDUCATION</u>		
Sacramento County Office of Education A21-00013	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$1,202,215
<p>7/1/20 – 12/31/21: Adult Education Block Grant. Funds apportioned for the program must be used for the following: programs in elementary and secondary basic skills; programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation; programs for adults that are primarily related to entry or reentry into the workforce; programs for adults that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically; programs for adults with disabilities; programs in career technical education that are short term in nature and have high employment potential; and programs offering pre-apprenticeship training activities.</p> <p>SCOE will act as fiscal agent in the distribution and monitoring of these funds pursuant to the Capital Adult Education Regional Consortium Governance and Fiscal Allocation Plans, AB 104, and Education Code §84913.</p>		

<u>NUTRITION SERVICES</u>		
Share Our Strength No Kid Hungry Campaign A20-00117	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$50,000
7/31/20 – 9/30/21: No Kid Hungry Campaign grant funds will be used to increase the number of meals served in the Summer Food Service Program during summer 2020 and 2021.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

Contractor Description Amount

SPECIAL EDUCATION

Nonpublic School and Agency Providers 7/1/20 – 6/30/21: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2020-2021 school year. Non-Public School services includes basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.

See Below
Special
Education Funds

New Contract:

- Yes
 No

Non-Public School Contracts:

S21-00005	Aldar Academy Corp	\$750,000
S21-00008	Applied Behavior Consultants Inc.	\$1,400,000
S21-00011	Capitol Academy Inc	\$700,000
S21-00013	Capitol Elementary, Inc.	\$590,000
S21-00017	Cchat Center-Sacramento	\$75,000
S21-00019	Devereux Florida	\$160,000
S21-00021	Giving Tree Preschool	\$350,000
S21-00023	Heartspring	\$240,000
S21-00024	Heritage School	\$170,000
S21-00029	Kadiant LLC	\$1,600,000
S21-00033	Northern California Preparatory School	\$650,000
S21-00037	Odyssey Learning Center	\$800,000
S21-00039	Point Quest Education Inc	\$1,200,000
S21-00042	Sierra Foothills Academy	\$72,000
S21-00043	Sierra School At Eastern Extension	\$2,000,000
S21-00054	Change Academy At Lake Of The Ozarks	\$140,000
S21-00056	Summitview Child & Family Services	\$100,000
S21-00057	Devereux Texas	\$160,000
S21-00058	Opportunity Acres	\$47,000

Non-Public Agency Contracts:

S21-00002	Access Language Connection	\$620,000
S21-00003	Action Supportive Care Service	\$1,000,000
S21-00004	Advance Kids	\$188,000
S21-00006	Always Home Nursing Services	\$16,000

S21-00007	American River Speech Therapy	\$6,000
S21-00010	Kadiant LLC	\$218,000
S21-00014	Capuchino Therapy Group	\$16,000
S21-00015	Care, Inc.	\$40,000
S21-00016	Developmental Occupational Therapy, PC	\$8,000
S21-00018	Center For Autism & Related Disorders	\$80,000
S21-00020	Easter Seals Superior California	\$120,000
S21-00022	Hear Say Speech & Language Services	\$125,000
S21-00025	Jabbergym, Inc.(Site-Based)	\$2,800,000
S21-00026	Jabbergym, Inc.(Clinic-Based)	\$160,000
S21-00027	Jane Johnson Speech Therapy	\$57,000
S21-00028	Laguna Physical Therapy	\$190,000
S21-00030	Learning Solutions	\$6,000,000
S21-00032	Music To Grow On Music Therapy	\$125,000
S21-00034	Northern CA Children's Therapy Center	\$140,000
S21-00035	Northern California Rehab	\$660,000
S21-00036	Occupational Therapy For Children	\$150,000
S21-00038	Pacific Autism Learning Services	\$100,000
S21-00040	Point Quest Pediatrics Therapies	\$460,000
S21-00041	Professional Tutors Of America	\$36,825
S21-00044	Speech Pathology Group	\$2,400,000
S21-00045	Supported Life Institute	\$10,300
S21-00046	The Music Works Music Therapy	\$18,000
S21-00047	Therapeutic Language Clinic	\$40,000
S21-00048	Therapeutic Pathways	\$240,000
S21-00049	Theraplay	\$60,000
S21-00051	Growing Healthy Children Therapy	\$187,400
S21-00052	Maxim Healthcare Services	\$550,000
S21-00053	The Stepping Stones Group	\$155,000
S21-00055	Ed Supports, LLC	\$115,000

Compuclaim 7/1/20 – 6/30/21: Renewal of agreement for Medi-Cal \$108,750
SA21-00066 Billing Option software (\$72,500 annually) and consulting Medi-Cal Billing
services as needed, not to exceed \$36,250. Services are Option Funds
needed in order to maximize the amount of Medi-Cal
New Contract: Billing Option funds the District receives
 Yes
 No

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Oak Ridge Elementary	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
Salvage	STATUS: The site has 21 Chromebooks and 10 MacBooks for disposition. The District has determined these items are not repairable nor usable.

RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546.

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. **200601, Nutrition Services – Fresh Sliced Bagged Apples**

Bids Received: July 24, 2020

Recommendation: See Below

Funding Source: Nutrition Services Funds

This bid was lawfully advertised on July 9, 2020 and July 16, 2020. This is a one (1) year bid with the possibility of two (2), one (1) year extensions. Nutrition Services recommends the listed vendor based on bid criteria as the lowest responsive bidder meeting specifications. Items awarded are in line with California Government Code and Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	LINE ITEMS AWARDED	AMOUNT
Fresh Innovations CA, LLC	Stockton, CA	1, 2, 3	\$283,500

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Clear Blue Energy Corp.	LED Lighting Upgrade at 5 Sites	7/10/20

SUMMER LEARNING INITIATIVE GRANT AGREEMENT

This Agreement, dated June 30, 2020 (“Execution Date”) for reference purposes only, is between the CITY OF SACRAMENTO, a municipal corporation, (“CITY”) and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (“DISTRICT”), which collectively and individually referred to as “Parties or “Party” as the context requires.

Background

- A. In response to the world-wide spread of the respiratory illness coronavirus disease 2019 (COVID-19), the Federal Health and Human Services Secretary declared a national public health emergency in the United States on January 31, 2020; Governor Gavin Newsom proclaimed a state of emergency in the State of California on March 4, 2020; the County of Sacramento proclaimed a public health emergency on March 5, 2020; the City Council declared it a local emergency on March 13, 2020; and on that same day, the President of the United States declared a national emergency.
- B. On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all California residents to stay home or at their place of residence. That same day, the Public Health Officer of the County of Sacramento issued a similar stay-at-home order. As a result of these orders, all schools within Sacramento County were closed. Libraries and community centers were also closed. After-school tutoring and enrichment programs had to cease operations. Students with access to a computer with internet service were provided with online learning opportunities. However, many at-risk students were disadvantaged by lack of computer or internet access. The interruption of school-based learning for the remainder of the 2019-20 school year has impacted all students both educationally and socially.
- C. On May 4, 2020, Governor Newsom issued Executive Order N-60-20, which signaled that, although COVID-19 continued to menace the public health, Californians would soon be able to gradually resume various activities while continuing to preserve public health. The State Public Health Officer articulated a four-stage framework which proposes a gradual, phased-in approach to reopening businesses and public facilities. The County of Sacramento followed the state’s framework and the County currently is in stage two.
- D. On June 2, 2020, the Sacramento County Office of Education issued guidelines for the 13 school districts on reopening schools in the County for the 2020-21 school year. Each district is responsible for creating its own reopening plan. It is anticipated that both in-person and remote learning will be offered due to the requirement for social distancing. The guidelines include a focus on attending to the social emotional well-being of students as a top priority. Such support may include social emotional learning, building relationships, community building activities and increased access to mental health/wellness services. Due to the need

to develop reopening plans for the upcoming school year, school districts do not expect to offer summer school this year.

- E. On March 27, 2020, the United States enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). Section 5001 of the CARES Act established the Coronavirus Relief Fund (the “CRF”) and appropriated \$150 billion to the CFR by adding section 601 to the Social Security Act. The federal government awarded the CITY \$89 million from the CRF. The CARES Act provides that payments from the CFR may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); (2) were not accounted for in the CITY or DISTRICT budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The CITY is using a portion of its CRF allocation to provide the funding under this Agreement.
- F. The CITY issued a Request for Information to solicit proposals from school districts and independent charter schools to provide a Summer Learning Initiative program for their students in accordance with CITY procurement policies and federal acquisition regulations. The provisions in this Agreement include CARES Act limitations and requirements which are applicable to the Summer Learning Initiative program to be offered by DISTRICT.

Agreement

CITY and DISTRICT enter into this Agreement for the purpose of establishing each party’s rights and obligations with regard to the disbursement and expenditure of the CFR funds for the Summer Learning Initiative program as follows:

- 1. Term and Program Period.** This Agreement takes effect on the Execution Date and expires on or before December 31, 2020 (the “Expiration Date”), subject to early termination as provided in Sections 2, 3 and 7. The Summer Learning Initiative program period as proposed by DISTRICT will extend from July 27, 2020 to August 21, 2020 (the “Program Period”).
- 2. Scope of Services and Grant Funds Disbursement.**
 - (a) DISTRICT has been awarded by CITY a portion of the CARES grant for the Summer Learning Initiative program in the amount of \$1,151,113 (the “Grant Funds”) in accordance with DISTRICT’s proposal to provide student services as described Exhibit A (the “Scope of Work and Budget”).
 - (b) All procurement of materials and supplies for the program paid for with Grant Funds shall be competitively bid if the contract amount exceeds \$25,000. All Grant Funds must be expended by DISTRICT by no later than December 31, 2020.
 - (c) DISTRICT certifies that if DISTRICT does not own or lease the locations where services are to be provided as set forth in Exhibit A, DISTRICT has arranged for

permission, permits, or licenses required by the owner of the facilities to allow DISTRICT to offer the services under this Agreement in accordance with the timelines in Exhibit A.

- (d) DISTRICT certifies that it will provide 51% in matching funds for the program as set out in Exhibit A. If additional funds are needed to complete the Scope of Work, DISTRICT either holds such funds, has been allocated the additional funding from other sources, has made arrangements for volunteer labor and donated materials, or otherwise has the financial capacity to undertake and complete the program services as set forth in Exhibit A.
- (e) CITY will disburse to DISTRICT 50% of the Grant Funds (the "Initial Disbursement") within 30 days from the Effective Date and receipt of DISTRICT's invoice which breaks down the amount of the Initial Disbursement and the DISTRICT's matching funds to be allocated to each task as set forth in Exhibit A.
- (f) The second disbursement of 40% of the Grant Funds will be paid after DISTRICT's submits an invoice which sets forth: (i) the allocation of the Initial Disbursement to costs actually incurred, (ii) the source of any additional funds used to provide the program services, including matching funds, volunteer labor and donated materials, and (iii) the planned allocation of the remaining Grant Funds to each task in accordance with the budget as set forth in Exhibit A. If the disbursement request is incomplete, inadequate or inaccurate, the CITY will inform DISTRICT and withhold the payment request until all required information is received or corrected
- (g) DISTRICT shall not adjust any line item expenditure in Exhibit A by more than 20% without the prior written approval of the CITY Representative listed in Section 8. DISTRICT shall submit requests for line item adjustments in accordance with the notice procedures in Section 8.
- (h) Not more than 90% of the Grant Funds may be disbursed before DISTRICT completes all of the tasks by the timeframes set forth in Exhibit A. DISTRICT shall submit a report that list the number of participants and their ages and residence address or neighborhood area, the outcomes and improvements in the lives of the youth participants, and any other information CITY is reasonably requests. CITY will protect all private confidential information from public release. Upon receipt of this report on the total expenditures by task and the outcomes of the program implemented by DISTRICT, CITY will pay the remaining 10% retention.
- (i) Any penalties imposed on the DISTRICT by a contractor, or other financial consequence, because of delay in payment of Grant Funds is not reimbursable under this Agreement. No reimbursement shall be owed for services provided or costs incurred after the Expiration Date.

- (j) Grant Fund disbursements may be withheld by CITY at any time if the DISTRICT fails to timely and fully perform the program and services as set forth in Exhibit A without a written justification approved by the CITY Representative listed in Section 8. The Parties acknowledge that there may be a delay or temporary suspension of the in-person program services listed in Exhibit A due to compliance with changes in the State or County Public Health Officer orders due to the COVID-19 pandemic.
- (k) In providing services to students, DISTRICT shall implement the applicable COVID-19 cleaning procedures, screening protocols, social distancing, and other mitigation measures as set forth by the California Department of Public Health in the COVID-19 Industry Guidance for Schools and School-Based Programs dated June 5, 2020, the Sacramento County Public Health Guidance for Schools dated June 2, 2020, and the Sacramento County Office of Education "School Year Planning: A Guide to Address the Challenges of COVID-19 for the 2020-2021 School Year" dated June 2, 2020, and as such documents are updated or revised during the Program Period.
- (l) During the Program Period, the DISTRICT's program supervisor, and the supervisor for the subcontractor community based organization if applicable, shall meet in person or remotely with the CITY Representative listed in Section 8 on a bi-weekly basis as a check-in to review the program performance in terms of the number of participants, the scope of the educational and social emotional learning, the particular challenges in serving at-risk youth, the learning limitations caused by implementing COVID-19 mitigations, and related matters so that lessons learned can be used to assist other program providers and inform future student learning initiatives.
- (m) Within 60 calendar days after the expiration of this Agreement, the DISTRICT shall return all unexpended Grant Funds to CITY by check payable to the CITY and delivered to the CITY Representative at the address listed in Section 8.
- (n) By July 6, 2020, the DISTRICT shall submit an Outcomes and Measures Plan to CITY Representative listed in Section 8. For youth and families served relating to academic enrichment, mental health activities, and transition activities/program for school entry; demographics, satisfaction surveys and pre and post assessment is required. The tasks assigned to the Community Based Organization (CBO) shall be identified in the Plan. This Plan will serve as the required data shared in the outcomes and improvements report required in Section H. of the Scope of Services which submittal is due at the end of the project period.
- (o) By July 6, 2020 the DISTRICT shall also submit a sample Weekly Lesson and Activities/Programming Plan to the CITY Representative listed in Section 8. This Plan is to include academic enrichment, mental health activities, social emotional learning and indicate DISTRICT's and CBO's roles. Academic intervention

components to achieve the goal of addressing students' academic losses resulting from COVID-19 should be included in this Plan.

3. Unauthorized Costs.

- (a) DISTRICT may not use the Grant Funds for: (i) its administrative expenses, whether incurred while performing services under this Agreement or otherwise; (ii) building maintenance, utilities, and similar operating costs of a facility unless it is used primarily by the program participants; (iii) fundraising and lobbying activities; (iv) general organization operating expenses not specific to the program; (v) expenses associated with the grant application preparation, or (vi) expenses not listed in the Exhibit A.
- (b) DISTRICT may not use the Grant Funds to supplant (displacing or replacing) other funds that were budgeted prior to March 1, 2020 to provide summer program services which were already funded by other public or private sources.
- (c) This Section 3 will survive the expiration or termination of this Agreement.

4. Books and Records.

- (a) DISTRICT shall keep all Grant Funds received under this Agreement separate from all other funds under its control.
- (b) DISTRICT shall maintain detailed books, records, and accounts for its employee, supplies, property, and equipment costs incurred for the performance of the services under this Agreement, including records concerning budgeting, expenditures, subcontracts, insurance, permits, administrative expenses, and overhead. DISTRICT shall maintain the books, records and accounts in a manner sufficient to provide the basis for an unqualified opinion by an independent auditor, and shall maintain such documents for at least three years after expiration of this Agreement.
- (c) At CITY's election, the CITY Accounting Manager or his agent, at all reasonable times, may audit DISTRICT's books, records and accounts to determine whether the DISTRICT has complied with the terms of this Agreement. This Section 4(c) will survive the expiration or termination of this Agreement.
- (d) If the CITY Accounting Manager or the United States Treasury Department determines that the Grant Funds were expended by DISTRICT for unauthorized uses, upon receipt of the written demand issued by CITY which details the unauthorized expenditures, DISTRICT shall reimburse CITY for the amount of the unauthorized expenditures. Reimbursement shall be made by check payable to the CITY and delivered to the CITY Representative at the address set forth in Section _

within 30 days from the date of the demand for repayment. This Section 4(d) will survive the expiration or termination of this Agreement.

5. **Inspection.** DISTRICT shall allow CITY staff or representatives to inspect the property and facilities used to provide services pursuant to this Agreement upon request.

6. **Non-Discrimination.** DISTRICT shall not unlawfully discriminate, harass, or allow harassment of any program participant because of his or her or their parent's or guardian's sex, which includes gender identity and gender expression, race, color, religion or religious creed, ancestry, national origin, disability (mental and physical) including HIV and AIDS, medical condition (including cancer/genetic characteristics), genetic information, marital status, sexual orientation, citizenship, primary language or immigration status. Unlawful discrimination includes denial of a reasonable accommodation. DISTRICT and its subcontractors shall ensure that the evaluation and treatment of all persons who participate in the program, including employees and contractors, and are free from such discrimination and harassment. DISTRICT and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full. DISTRICT shall include this non-discrimination and compliance provisions of this section in all contracts to perform work under this Agreement.

7. **Termination.** CITY may terminate this Agreement prior to the Expiration Date set forth in Section 1, if the Director of the Youth, Parks, & Community Enrichment determines that any of the following circumstances has occurred:
 - (a) DISTRICT has improperly used the Grant Funds;
 - (b) DISTRICT has failed to submit properly itemized invoices, reports and other required documents on time and in proper form;
 - (c) DISTRICT has made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this Agreement;
 - (d) There is pending litigation with respect to the performance by DISTRICT of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect DISTRICT's ability to implement the Scope of Services;
 - (e) DISTRICT has failed to perform, or has performed unsatisfactorily, any term of this Agreement; or

(f) CITY has disbursed all of the Grant Funds and DISTRICT has completed the Scope of Services, and submitted the required reports, so there are no further obligations by any party under this Agreement.

8. Notices. Any notice, request, report, or demand under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 8 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective on the second calendar day from the date it is deposited in the United States Mail addressed as set forth below with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered.

If to DISTRICT: See Exhibit A

If to CITY:

Vanessa Cuevas-Romero, MSW
Program Specialist
Department of Youth, Parks & Community Enrichment
915 I Street, New City Hall, 3rd Floor
Sacramento, CA 95814
Direct: (916) 808-6157
VCuevas-Romero@cityofsacramento.org

Any party may change its address for these purposes by giving written notice of the change to the other parties in the manner provided in this Section 8.

9. Indemnification and Insurance. DISTRICT maintains property, liability (general liability, products liability, professional liability, automobile liability, and employment practices liability) and worker's compensation indemnity protection through Schools Insurance Authority, a California Joint Powers Authority. CITY maintains a self-insurance program, which includes procuring excess insurance coverage. CITY and the Schools Insurance Authority, on behalf of the DISTRICT, have entered into a Memorandum of Understanding dated May 31, 2001 (CITY Agreement No. 2001-050), which provides for each party to maintain certain insurance coverages and to defend and hold harmless the other party for any liability caused by the negligence of their officers, agents or employees. The Parties agree to be bound by the terms of that agreement during the term of this Agreement, and the indemnity obligation shall survive the expiration or earlier termination of this Agreement.

10. Miscellaneous.

(a) *Assignment.* DISTRICT may not assign or otherwise transfer this Agreement or any interest in it without CITY's written consent, which the CITY may grant or deny in its sole discretion. An assignment or other transfer made contrary to this Section 10(a) is void.

- (b) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This Section 10(b) does not constitute the CITY's consent to any assignment of this Agreement or any interest in this Agreement.
- (c) *Independent Contractors.* DISTRICT may assign employees and volunteers or contract with third parties to perform the services at its exclusive discretion and the services of such assigned employees, volunteers and third parties shall be at the sole expense of DISTRICT and they shall not be entitled to any benefits payable to employees of CITY.
- (d) *Third Parties.* This Agreement is for the sole benefit of DISTRICT and CITY and no other person or entity shall be entitled to rely upon, enforce, or receive any direct benefit from this Agreement.
- (e) *No Joint Venture.* It is understood and agreed that each party is an independent person, entity or government agency and that this Agreement shall not create a relationship between CITY and DISTRICT of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this Agreement or as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent.
- (f) *Interpretation and Exhibits.* This Agreement is to be interpreted and applied in accordance with California law. Exhibit A is part of this Agreement.
- (g) *Waiver of Breach.* A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (h) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.
- (i) *Counterparts.* The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.
- (j) *Time of Essence.* Time is of the essence in performing this Agreement.

- (k) *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.
- (l) *Authority.* Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first stated above.

CITY of Sacramento

By: _____
Christopher C. Conlin
Assistant City Manager Public Safety
For: Howard Chan, CITY Manager

Approved as to Form:

By: _____
Senior Deputy City Attorney

Attest:

By: _____
Assistant City Clerk

DISTRICT

By: _____
Name: Rose Ramos
Title: Chief Business Officer

Exhibit A
SCOPE OF WORK AND BUDGET
[replace with Proposal]

DISTRICT Name and Address:

Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824

Summer Learning Initiative Program Description:

SCUSD proposes to create a K-8 Expanded Learning Summer Program starting July 27, 2020 and ending August 21, 2020. Up to 4,800 students could be served through a hybrid learning model, which includes both school-site and distance learning. Students targeted for SCUSD's summer program will be those who were below grade level before March 13 and who have struggled with distance learning. SCUSD goal is to mitigate COVID-related and summer learning loss; create activities that raise awareness of and build skills around accessing mental health resources; and provide transition activities/program for school re-entry.

SCUSD K-8 Expanded Learning Summer Program Overview:

- Academic content will be delivered by credentialed teachers.
- SCUSD will identify students who were at risk prior to school closures on March 13 and who have also struggled with Distance Learning, as measured by the district's Engagement Survey. School sites will reach out to parents/guardians of identified students to encourage enrollment and participation.
- SCUSD will build a five-day cohort plan with Monday and Tuesday as Cohort A and Thursday and Friday as Cohort B. Cohort A would participate in distance learning activities Wednesday-Friday while Cohort B would be distance learning Monday-Wednesday. On Wednesdays, school sites would be deep cleaned. Up to 20 school sites, serving as neighborhood hubs, could host summer programming. The District will provide all required personal protective equipment
- The District's current Community-based partners (funded through ASES and 21st Century grant funds) would offer enrichment activities for students. Partners include organizations such as Sacramento Chinese Community Service Center, Target Excellence, Boys & Girls Club, Centers for Fathers and Families, Rose Family Creative Empowerment Center, Leaders of Tomorrow and Roberts Family Development Center. All these partners provide expanded learning services (before school and after school) at different elementary, middle and high school sites. For Summer programming, SCUSD will sign a new contract based on the number of sites these partners will be serving. After School Enrichment and Safety (ASES) and 21st Century Community Learning Centers (21st CCLC) supplemental grant funds will be used to provide enrichment activities.

- CBO staff will work alongside teachers and other program staff. Their main role will be to reduce the students to staff ratio, acting as teacher's aide in the classroom, providing outdoor activities during recess and enrichment hours, helping with student check-ins and distribution of lunch. The CBO's, in partnership with district hired credentialed teachers and administration will provide a full day for students. The credentialed teacher will teach the academic portion of the day, with assistance from CBO staff, and then the CBO staff will provide enrichment and arts activities and supervision throughout the day. The model we are proposing is a hybrid model, as described above. The cost of contracting with the CBO's will be \$11 per student per day.
- Program success will be measured through the number and percent of SCUSD students served of youth served who live in most COVID-impacted communities; program retention rates, academic gains and quality of youth development experience in the areas of safety, relationship-building, and skill-building.

Program Location(s):

Up to 20 school sites, serving as neighborhood hubs, could host summer programming.

Timelines:

The SCUSD K-8 Expanded Learning Summer Program will be held for 4 weeks starting July 27, 2020 and ending August 21, 2020.

SCUSD's implementation timeline includes:

- Board of Education preliminary approval of the program (June 18 or 25)
- Program design (currently underway)
- Identification of students (currently underway)
- Outreach to students and enrollment process (by June 30)
- Recruit and hire teaching staff (by July 15)
- Identify Community-Based partners and their roles (currently underway)
- Hold summer programming July 27-August 21

Grant Amount:

\$1,151,113

Task Budget:

See attachment.

Sacramento City Unified School District
 Time Period: July 27 - August 21
 Budget Narrative Justification

		TOTAL PROJECT AMOUNT	CARES FUNDING REQUEST	MATCH TOTAL
Personnel				
200 Teachers Hourly cost of \$49.98 per hour, 4 hours a day for 5 days a week, for 4 weeks. Plus 12 hours professional learning 10 teachers per school for 20 schools. 200 teachers * 92 hours * \$49.98	Total	\$919,632	\$459,816.00	\$459,816.00
20 Summer school coordinators Hourly cost of \$54.06 per hour, 8 hours a day for 5 days a week, for 4 weeks. Plus 12 hours professional learning 1 coordinator per school for 20 schools. 20 coordinators * 172 hours * \$54.06	Total	\$185,966	\$92,983.20	\$92,983.20
20 Custodians Hourly cost of \$17.53 per hour, 8 hours a day for 5 days a week, for 4 weeks. 1 custodian per school for 20 schools. 20 custodians * 160 hours * \$17.53	Total	\$56,096	\$28,048.00	\$28,048.00
20 Office managers Hourly cost of \$21.94 per hour, 7 hours a day for 5 days a week, for 4 weeks. 20 OM's * 140 * \$21.94	Total	\$62,432	\$31,216.00	\$31,216.00
Curriculum coaches Hourly cost of \$49.98 per hour, 4 hours a day for 5 days a week, for 4 weeks. Plus 12 hours professional learning 5 Coaches * 92 hours * \$49.98	Total	\$22,991	\$11,495.40	\$11,495.40
	TOTAL SALARIES	\$1,247,117	\$623,558.60	\$623,558.60
Fringe Benefits				
200 teachers * 92 hours * \$9.60	Total	\$176,640	\$88,320.00	\$88,320.00
20 coordinators * 172 hours * \$10.38	Total	\$35,707.20	\$17,853.60	\$17,853.60
20 custodians * 160 hours * \$5.25	Total	\$16,800	\$8,400.00	\$8,400.00
20 OM's * 140 * \$6.57	Total	\$18,396	\$9,198.00	\$9,198.00
5 Coaches * 92 hours * \$9.60	Total	\$4,416.00	\$2,208.00	\$2,208.00
Current Fringe Benefit breaks down as 19.2% for teachers, coordinators and coaches		\$251,959	\$125,979.60	\$125,979.60
	TOTAL SALARIES & FRINGE	\$1,499,076	\$749,538.20	\$749,538.20
Travel				
Mileage Estimation of 20 miles per coach per day at 57.5c per mile = 20 miles * 5 coaches * 5 days a week * 4 weeks * 0.575	Total	\$1,150	\$575	\$575.00
	TOTAL TRAVEL	\$1,150	\$575	\$575.00
Equipment				
Personal Protection Equipment and initial setup costs Fixed costs of setting up the schools for Covid 19 (plexiglass etc.) = \$4,300 per school * 20 schools = \$86,000 Variable costs (PPE) = \$970 per school per week * 4 weeks * 20 schools = \$77,600	TOTAL EQUIPMENT	\$163,600	\$81,800.00	\$81,800.00
Supplies				
Program Supplies \$1000 curriculum cost per class * 10 classes * 20 schools	Total	\$200,000	\$100,000.00	\$100,000.00
Office Supplies	Total	\$16,000	\$8,000.00	\$8,000.00

Paper, toner, pens pencils etc. \$200 per week per school = \$200*4weeks*
20 schools

	TOTAL SUPPLIES	\$216,000	\$108,000.00	\$108,000.00
Contract				
Community Based Organizations	TOTAL CONTRACT	\$422,400	\$211,200.00	\$211,200.00
\$11 per student per day. 11*120 students * 20 schools * 4 days in school * 4 weeks				
	TOTAL OPERATING EXPENSES	\$803,150	\$401,575	\$401,575
	TOTAL DIRECT	\$2,302,226	\$1,151,113	\$1,151,113
	L INDIRECT @ 3.79%	\$87,254		\$87,254.38
	TOTAL BUDGET	\$2,389,481	\$1,151,113	\$1,238,368

SUPPLEMENTAL CONTRACT

Project Title and Job Number: SCUSD Summer Learning
Purchase Order #:

Date: July 27, 2020
Supplemental Contract No.: 1

The City of Sacramento ("City") and Sacramento City Unified School District("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Contract Number C2020-1503, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

DISTRICT desires to amend the Scope of Work and Budget for the Summer Learning Initiative based on changes to the number of schools that will be able to participate. These changes result in a reduction of the CARES Act grant funds from \$1,151,113 to \$297,856. See Attachment A for details.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased/decreased** by -\$853,297, and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$1,151,113.00</u>
Net change by previous supplemental contracts:	<u>0</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$1,151,113.00</u>
Increase/decrease by this supplemental contract:	<u>-853,257.00</u>
New not-to exceed amount including all supplemental contracts:	<u>\$297,856.00</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

**FIRST AMENDMENT TO
SUMMER LEARNING INITIATIVE
GRANT AGREEMENT**

This FIRST AMENDMENT, dated July 27, 2020 (“Execution Date”) for reference purposes only, is between the CITY OF SACRAMENTO, a municipal corporation, (“CITY”) and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (“DISTRICT”), which collectively and individually referred to as “Parties or “Party” as the context requires.

Background

- A. The parties entered into the Summer Learning Initiative Agreement dated June 20, 2020 (the “Principal Agreement”) to provide for an education program to assist at-risk youth and other students impacted by school closures and difficulties with online learning and the lack of social interaction with other students. The program is funded with CITY CARES Act grant proceeds.
- B. DISTRICT desires to amend the Scope of Work and Budget for the Summer Learning Initiative based on changes to the number of schools that will be able to participate. These changes result in a reduction of the CARES Act grant funds.

Agreement

CITY and DISTRICT enter into this First Agreement to the Principal Agreement for the Summer Learning Initiative program as follows:

1. **Scope of Services and Grant Funds Disbursement.** The Scope of Services and amount of the Grant Funds set forth in Section 1(a) of the Principal Agreement is revised to read as follows:

“ (a) DISTRICT has been awarded by CITY a portion of the CARES grant for the Summer Learning Initiative program in the amount of \$297,856 (the “Grant Funds”) in accordance with DISTRICT’s revised proposal to provide student services attached as Exhibit A (the “Scope of Work and Budget”). “

All other provisions of Section 1 of the Principal Agreement remain unchanged.

2. **Entire Agreement.** This Amendment constitutes the entire agreement, and supersedes any prior written or oral agreements, between the Parties with respect to the matters contained herein. All other terms and conditions of the Principal Agreement not modified by this Amendment shall remain in full force and effect.
3. **Authorization.** Each individual executing this Amendment on behalf of any entity represents and warrants that he or she has been duly authorized to do so by the entity on

whose behalf he or she executes this Amendment and said entity will thereby be obligated to perform the terms of this Amendment.

IN WITNESS WHEREOF, this First Amendment has been entered into as of the day and year first stated above.

CITY OF SACRAMENTO

By: _____
Christopher C. Conlin
Assistant City Manager Public Safety
For: Howard Chan, CITY Manager

Approved as to Form:

By: _____
Senior Deputy City Attorney

Attest:

By: _____
Assistant City Clerk

DISTRICT

By: _____
Rose Ramos
Chief Business Officer

Exhibit A
SCOPE OF WORK AND BUDGET

DISTRICT Name and Address:

Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824

Summer Learning Initiative Program Description:

SCUSD proposes to create a K-8 Expanded Learning Summer Program starting July 27, 2020 and ending August 21, 2020. Up to 960 students could be served through a distance learning model in 4 school communities. Students targeted for SCUSD's summer program will be those who were below grade level before March 13 and who have struggled with distance learning. SCUSD goal is to mitigate COVID-related and summer learning loss; create activities that raise awareness of and build skills around accessing mental health resources; and provide transition activities/program for school re-entry.

SCUSD K-8 Expanded Learning Summer Program Overview:

- Academic content will be delivered by credentialed teachers.
- SCUSD will identify students who were at risk prior to school closures on March 13 and who have also struggled with Distance Learning, as measured by the district's Engagement Survey. School sites will reach out to parents/guardians of identified students to encourage enrollment and participation.
- 5 SCUSD schools will build a fully online distance learning Summer program in conjunction with the CBO's. Each program will run 5 days a week from 8am – 2pm. The City will only fund 4 schools out of the 5 since one of the schools is outside of the City limits. See school locations below supported by SLI.
- The District's current Community-based partners (funded through ASES and 21st Century grant funds) would offer enrichment and SEL activities for students. Partners Include organizations such as Sacramento Chinese Community Service Center, Target Excellence, Boys & Girls Club, Centers for Fathers and Families, Rose Family Creative Empowerment Center, Leaders of Tomorrow and Roberts Family Development Center. All these partners provide expanded learning services (before school and after school) at different elementary, middle and high school sites. For Summer programming, SCUSD will sign a new contract based on the number of sites these partners will be serving. After School Enrichment and Safety (ASES) and 21st Century Community Learning Centers (21st CCLC) supplemental grant funds will be used to provide enrichment activities.
- CBO staff will work alongside teachers and other program staff. Their main role will be to reduce the students to staff ratio, acting as teacher's aide in the classroom, providing enrichment, and SEL activities. The CBO's, in partnership with district hired credentialed

teachers and administration will provide a full day for students. The credentialed teacher will teach the academic portion of the day, with assistance from CBO staff, and then the CBO staff will provide enrichment and arts activities and supervision throughout the day. The cost of contracting with the CBO's will be \$11 per student per day.

- Program success will be measured through the number and percent of SCUSD students served of youth served who live in most COVID-impacted communities; program retention rates, academic gains and quality of youth development experience in the areas of safety, relationship-building, and skill-building.

Program Location(s):

Washington Elementary (K-6)
Cesar Chavez elementary (4-6)
Ethel Phillips Elementary (K-6)
Leonardo da Vinci (K-8)

Timelines:

The SCUSD K-8 Expanded Learning Summer Program will be held for 4 weeks starting July 27, 2020 and ending August 21, 2020.

SCUSD's implementation timeline includes:

- Board of Education preliminary approval of the program (August 6th)
- Program design (currently underway)
- Identification of students (currently underway)
- Outreach to students and enrollment process (by June 30)
- Recruit and hire teaching staff (by July 15)
- Identify Community-Based partners and their roles (currently underway)
- Hold summer programming July 27-August 21

Grant Amount:

\$297,856

Task Budget:

See attachment.

Sacramento City Unified School District
 Time Period: July 27 - August 21
 Budget Narrative Justification

	TOTAL PROJECT AMOUNT	CARES FUNDING REQUEST	MATCH TOTAL
Personnel			
56 Teachers Hourly cost of \$49.98 per hour, 4 hours a day for 5 days a week, for 4 weeks. Plus 2 hours a week for collaboration. Plus 12 hours professional learning 10 teachers per school for 4 schools. 1 school with 16 teachers			
40 teachers * 100 hours * \$49.98	Total \$199,920.00	\$99,960.00	
16 teachers at Pacific* 100 hours * \$49.98			
5 Summer school Coordinator Hourly cost of \$54.48 per hour, 4 hours a day for 5 days a week, for 3 weeks. Plus 2 hours a week for collaboration. Plus 12 hours professional learning 1 Coordinator per school for 5 schools.		\$79,968.00	\$99,960.00 \$79,968.00
4 C's *78 hours * \$54.48	Total \$16,997.76	\$8,498.00	\$8,498.00
Pacific: 1 HT's *78 hours * \$54.48	Total \$4,249.44		\$4,249.44
5 Principals Hourly cost of \$70 per hour, 6 hours a day for 5 days a week, for 2 weeks. 1 principal per school for 5 schools.			
4 principals * 60 hours * \$80	Total \$19,200.00	\$9,600.00	\$9,600.00
Pacific: 1 principal * 30 hours * \$80	Total \$2,400.00		\$2,400.00
3 Social workers Hourly cost of \$69.92 per hour, 4 hours a day for 5 days a week, for 4 weeks. 1 social worker each for 3 schools.			
2 * 80 * \$69.92	Total \$11,187.20	\$5,593.00	\$5,593.00
Pacific: 1 * 80 * \$69.92	Total \$5,593.60		\$5,593.60
18 Instructional Aides Hourly cost of \$ 15.65 per hour, 3 hours a day for 5 days a week, for 4 weeks. 4 aides each for 3 schools, 3 aides each for 2 s			
14 * 60 * \$15.65	Total \$13,146.00	\$6,573.00	\$6,573.00
4 * 60 * \$15.65	Total \$3,756.00		\$3,756.00
Curriculum coaches Hourly cost of \$60 per hour, 4 hours a day for 5 days a week, for 4 weeks. Plus 2 hours a week for collaboration. Plus 12 hours professional learning 10 teachers per school for 20 schools.			
4 Coaches * 100 hours * \$60	Total \$24,000.00	\$12,000.00	\$12,000.00
1 Coach * 100 hours * \$60	Total \$6,000.00		\$6,000.00
	TOTAL SALARIES \$386,418.00	\$142,224.00	\$244,191.04
Fringe Benefits (19.2% for certificated, 29.95% for classified)			
40 teachers * 100 hours * \$9.60	Total \$38,400.00	\$19,200.00	\$19,200.00
Pacific: 16 teachers * 100 hours * \$9.60	Total \$15,360.00		\$15,360.00
4 C's *78 hours * \$10.46	Total \$3,244.80	\$1,622.00	\$1,622.00
Pacific 1 C *78 hours * \$10.46	Total \$811.20		\$811.20
4 Principals * 60 hours * \$15.36	Total \$3,686.40	\$1,843.00	\$1,843.00
Pacific: 1 Principal * 30 hours * \$15.36	Total \$460.80		\$460.80
2 Social workers * 80 * \$13.42	Total \$2,144.00	\$1,072.00	\$1,072.00
Pacific: 1 Social workers * 80 * \$13.42	Total \$1,072.00		\$1,072.00
14 Instructional Aides * 60*\$4.69	Total \$3,939.60	\$1,969.00	\$1,969.00
4 Instructional Aides * 60*\$4.69	Total \$1,125.60		\$1,125.60
4 Coaches * 100 hours * \$11.52	Total \$4,608.00	\$2,304.00	\$2,304.00
1 Coach * 100 hours * \$11.52	Total \$1,152.00		\$1,152.00
	\$76,004.40	\$28,010.00	\$47,991.60
indirect cost rate: 3.79%			
	TOTAL SALARIES & FRINGE \$462,422.40	\$170,234.00	\$292,182.64
Supplies			
PL Supplies 14.99 for DL playbook for 40 teachers, 4 coordinators, 4 coaches, 4 principals, 7 in C&I (59)	Total \$844.41	\$422.00	\$422.00
14.99 for DL playbook for 16 teachers, 1 coordinator, 1 coach, 1 principal(19)	Total \$284.81		\$284.81
Program Supplies \$1000 curriculum cost per class * 40 classes	Total \$40,000.00	\$20,000.00	\$20,000.00
\$1000 curriculum cost per class * 16 classes	Total \$16,000.00		\$16,000.00
Office Supplies Paper, toner, pens pencils etc. \$200 per week per school = \$200*4weeks* 4 schools	Total \$3,200.00	\$1,600.00	\$1,600.00
Paper, toner, pens pencils etc. \$200 per week per school = \$200*4weeks* 1 schools	Total \$800.00		\$800.00
	TOTAL SUPPLIES \$61,129.22	\$22,022.00	\$39,106.81
Contract			
Community Based Organizations	TOTAL CONTRACT \$295,680.00	\$105,600.00	\$190,080.00
\$11 per student per day. 11(*240 * 4 schools) * 20 days	\$211,200.00	\$105,600.00	\$105,600.00
\$11 per student per day. 11(384 in 1 school) * 20 days	\$84,480.00		\$84,480.00
	TOTAL OPERATING EXPENSES \$356,809.22	\$127,622.00	\$229,186.81
	TOTAL DIRECT \$819,231.62	\$297,856.00	\$521,369.45
	TOTAL INDIRECT @ 3.79% \$31,048.88		\$31,048.88
	TOTAL BUDGET \$850,280.50	\$297,856.00	\$552,418.33

Memorandum of Understanding (MOU) # 20-F-SC
Between
Sacramento County Office of Education (SCOE)
and
Sacramento City Unified School District

Term of Agreement – July 1, 2020 through June 30, 2023

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent and program manager (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE) and Sacramento City Unified School District. Sacramento City Unified School District and SCOE hereby agree to the following terms of this MOU. Sacramento City Unified School District is a member of CAERC. Sacramento City Unified School District hereinafter is referred to as “CAERC Member.”

II. Background

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor’s Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB 86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013 to December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16, 2016-17 and 2017-18 State Budgets included \$500 million in new funding for seven authorized adult education program areas. On February 22, 2018, the CCCC and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2018-19 and 2019-20. AEBG Office issued preliminary allocation schedule, which included a proposed increase in funding at \$20.5 million. The January 2018 Governor’s Proposed Budget language categorized AEBG as the “ongoing proposition 98 General Fund”.

California Adult Education Program

On July 1, 2019, the name change came into effect from Adult Education Block Grant to California Adult Education Program (CAEP) as defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9 [84900 – 84920].

Program and Fiscal Year 2020-21

For fiscal year 2020-21, the California Adult Education Program Office allocated a total of \$11,986,773 to the Capital Adult Education Regional Consortium. This allocation is locally designated as Fund F.

Education Code [84914](#) guides the allocation process for all members as follows.

84914.

(a) As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule that includes both of the following:

(1) The amount of funds to be distributed to each member of the consortium for that fiscal year.

(2) A narrative justifying how the planned allocations are consistent with the adult education plan.

(b)

(1) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

(2) For any year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

(c) A distribution schedule shall also include preliminary projections of the amount of funds that would be distributed to each member of the consortium in each of the subsequent two fiscal years. The preliminary projections shall not constitute a binding commitment of funds.

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 14 members: 11 K-12 school districts, 2 county offices of education, and the Los Rios Community College District representing 4 colleges. Members opt in to receiving funds through a base allocation to provide instruction in any of the seven authorized program areas, in accordance with the regional plan. Members collaborate with multiple regional partners to provide support services to the adult learners. SCOE acts as a fiscal agent and a program manager for the consortium. Funds are allocated at the consortium-level for activities to strengthen the region and to coordinate the financial aspects of the consortium. Regional strategies in the Annual Plan for 2020-21 will also include plans to address the uncertain conditions caused by the unprecedented health, economic and social crisis in the spring of 2020. SCOE-CAERC Program/Fiscal PY 2020-21 budget consists of staff salaries and other associated expenses, for the following services:

- Facilitating and carrying out consortium business and working meetings
- Facilitating and carrying out the work defined by regional strategies
- Facilitating annual and strategic planning processes
- Leveraging regional resources and activities for the benefit of the adult learners
- Carrying out administrative work in support of the overall activities
- CAERC fiscal at 1% of the overall allocation to maintain the following services:
 - Processing member allocations and, if applicable, re-allocations of member funds
 - Hosting quarterly fiscal meetings with district fiscal staff and member representatives
 - Disseminating state updates pertaining to CAEP funds
 - Reviewing quarterly budget and expenditure reports
 - Compiling and storing fiscal data files from members
 - Providing technical assistance with budget, expenses and other reports as required by the State.

III. Role of SCOE and CAERC Member

Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Fiscal Allocation Plans and Policies (amended January 10, 2018), AB 104, and California Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans and Policies (amended May 10, 2017). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and

program information to the consortium, and learner performance data to the CAEP Office as specified in AB 104, Education Code and any associated CAEP guidelines.

Role of Both Parties

Both parties will work together to comply with CAEP reporting requirements. CAEP requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's Annual Plan, and adhere to the expenditure guidelines outlined in the CAEP Fiscal Management Guide.

IV. SCOE Responsibilities

As the CAERC fiscal agent, SCOE will process expenses and expenditure contracts, as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2020-21 Annual Plan and Three-Year Consortium Plan for 2019-2022.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE's receipt of CAEP funds from the California Department of Education and California Community College Chancellor's Office, in accordance to Education Code 84912, SCOE will distribute monthly payments to CAERC members.
2. Starting in 2017, the CAEP Office has been developing - in multiple phases - a new online fiscal reporting system, NOVA, through which CAERC members submit budget and expenditure information directly to the CAEP Office. SCOE will continue to provide member training and support with the reporting system. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
3. SCOE will facilitate members' reporting of program-area expenditures for their respective allocations within the consortium.
4. SCOE will compile and report to CAEP any additional qualitative and quantitative consortium-level data, as needed.
5. SCOE will carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

V. CAERC Member Responsibilities

To enable SCOE's reporting to the CAEP Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104/CAEP information necessary for the successful completion of AB104/CAEP mandated reports, performance measures, and program outcomes. Expenditures must follow

CAERC's Annual Plan, adhere to the expenditure guidelines outlined in the AB 104/CAEP *CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds*, and follow other guidelines established by the CAEP Office. In addition, all CAERC Members will adhere to CAERC-approved policies related to fiscal, program and governance procedures.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the CAEP program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

Subject to [84914](#).b.2, in exchange for a minimum of **\$1,202,215**, CAERC Member will:

1. Submit expenditure information.
 - a. Report member expenditures into NOVA as per dates set by the CAEP Office.
 - b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in **Exhibit A, Shared Fiscal and Budget Agreement Policy**, attached and incorporated herein.
 - c. Member has until December 30, 2021 to spend funds.
 - d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the reports as required by the CAEP Office.
 - e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2020-21 or the maximum set forth by the CAEP Office.
2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems and as specified by the CAEP Office.
3. Conduct professional development activities.
 - a. A minimum of \$5,000 per year is included in the CAERC Member total allocation for Fund F to cover professional development activities.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
 - b. Members may be asked to be responsible for the logistics and cost of hosting consortium meetings and professional development events at their locations.
4. Develop regional partnerships and the CAERC Network of Transition Navigators.
 - a. A minimum of \$35,000 per year is included in the CAERC Member total allocation for Fund F to cover Transition Navigator network activities and funding.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Increase K-12 Adult Education Transition to Workforce and Postsecondary.

5. Submit other data as required by AB 104/CAEP guidelines.
6. Submit reports and questions to the CAERC Office by email: caercsubmit@scoe.net
7. Follow Annual Plan General Assurances:
 - a. Participate in planning processes (Annual Plan, Three-Year Plan).
 - b. Spend funds within the CAEP program areas.
 - c. Participate in public meetings and decision-making.
 - d. Report student data in CASAS TOPSpro Enterprise.
 - e. Share information on other resources being used to serve adults.
 - f. Share financial expenditure and progress reports with the regional consortium.
 - g. Provide services that address the needs identified in the adult education plan.

VI. Term

This MOU Agreement shall be effective July 1, 2020 and ending on June 30, 2023. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the *CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds* or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

VII. Privacy

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

IX. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation, the State budget or health and safety guidelines related to infectious disease outbreak occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

X. Independent Agents

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

XI. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

XIII. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Nancy Herota, Deputy Superintendent
Sacramento County Office of Education

CAERC Member
Sacramento City Unified School District

Signature

Signature

Date

Date

Authorized Sacramento City Unified School
District Representative

Signature

Printed Name

Title

Date

Shared Fiscal and Budget Agreement Policy
(Adopted July 13, 2016, Amended January 10, 2018)

Shared Fiscal Agreement

- a) Fund A (2015-16 allocation): Members will spend funds by December 2016.
- b) Fund B: Members will spend funds by December 2017.
- c) Fund C and subsequent annual apportionment: Members will spend funds within 18 months of the start of the fiscal cycle of the year it was first allocated.

Shared Budget Agreement

- d) CAERC Budget Workgroup meetings are mandatory for members. *(Minimum one representative; Fiscal representatives are recommended to attend with program leads.)*
- e) For each AEBG fund, members will submit a budget and spending plan approved and signed by an officially-designated member, a fiscal representative, and a district representative. Member will submit budget and spending plan prior to the start of fiscal year (June) and biannual (December).
- f) Consortium will review and monitor member expenditure progress based on submitted AEBG expenditure and progress reports and updates provided at the CAERC Budget Workgroup meetings.

Progressive Permanent Reallocation

- g) **First time:** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - Unspent funds will return back to the consortium to be reallocated and member will be held harmless.
- h) **Second time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be **reallocated.**
 - b. The member's future consortium allocation will be **reduced by 10% permanently.**
 - i. Members must be in "good standing" to be eligible for additional new AEBG funds (e.g., additional Data and Accountability funds and unspent funds from other AEBG consortia reallocated to consortia that have spent down).
 - ii. All Members will be eligible for Cost of Living Adjustment- COLA.

Shared Fiscal and Budget Agreement Policy (continued)

- i) **Third time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be reallocated.
 - b. The member's future consortium allocation will be progressively reduced by an additional 10% permanently.

- j) **Subsequent times:**
 - a. Unspent funds will be reallocated.
 - b. The member's consortium allocation will be progressively reduced by an additional 10% permanently.

- k) If additional new funds are available, member can petition to be reinstated after being in "good standing – spent consortium allocation within designated year" minimum of 2 consecutive years.

Reallocation of Unspent Funds Policy
(Adopted November 4, 2016, Amended May 10, 2017)

The Capital Adult Education Regional Consortium (CAERC) will take a dual-tiered approach to reallocate unspent funds:

Tier 1: Consortium-Level Unspent Funds

1. Identify funded strategies that can benefit from an increased allocation and reallocate unspent funds.
2. Identify unfunded strategies that can be funded and reallocate unspent funds.
3. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).

Tier 2: Remaining Consortium-Level Unspent Funds and Member-Level Unspent Funds

1. Members who have spent down 100% of their consortium allocation (*e.g., Fund A 2015-16, Fund B 2016-17, Fund C 2017-18*) will be eligible for the reallocation funds.
2. Eligible members may opt in or opt out of accepting reallocation funds.
3. Distribution will be based on CAERC's 2015-16 allocation funding formula in proportionate to percentage received with the number of members who opt in.
4. Opt in members can elect to accept funds in full amount or partial amount based on CAERC's 2015-16 allocation funding formula.
5. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).
6. The consortium will not distribute reallocation funds until all unspent funds are returned.
7. Members must return unspent funds within 30 days of notice.
8. Members who have not returned unspent funds will have all future allocations withheld by the consortium.

CAERC Budget Voting Requirements Policy
(Adopted September, 7, 2016, Amended May 10, 2017)

A recommendation from the Budget Workgroup followed by a vote from the officially-designated members is required under the following conditions:

- *CAERC consortium-level expenditures exceeding 10% of the approved budget for objectives over \$100,000.*
- *CAERC consortium-level expenditures over \$10,000 with a minimum of \$5,000 for objectives less than \$100,000.*
- *A Request for Bids (RFB) is required for consortium-level expenditures exceeding \$100,000.*

Consortium Regional Staff Policy
(Adopted May 4, 2016)

Staff Positions

The Consortium Regional Staff is inclusive of the following positions to support the consortium regional work:

- Director (1)
- Coordinator (1)
- Administrative Assistant (1)
- Fiscal Agent

Hiring

Representation of the consortium membership is essential during the hiring of the consortium staff. To ensure this, the interview panel for the hiring of the consortium Director position will consist of:

- Minimum of one Leadership Oversight Panel member;
- CAERC Co-chairs (one representing Los Rios Community College District and one representing K-12 districts/county office of education); and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.

The interview panel for the hiring of other consortium staff positions will consist of:

- Minimum of one CAERC Co-chair (1 representing Los Rios Community College District or 1 representing K-12 districts/county office of education);
- Consortium Director; and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.



June 8, 2020

Rose Ramos
Chief Business Officer
Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA 94624

Dear Rose,

Congratulations! Share Our Strength and the California No Kid Hungry Campaign are pleased to award a grant of **\$50,000** to **Sacramento City Unified School District**. The purpose of this grant is to begin a Summer Food Service Program (SFSP) or Seamless Summer Option (SSO) program or to increase the number of meals served in your current program, as outlined in your recent proposal.

Please note: We want to make sure you receive email communications about your grant. To make sure you get our messages, please whitelist grantshelpdesk@strength.org. Ask your IT administrator if you need assistance with this.

Agreement Period

It is our understanding that you will operate your program this summer and report on all months served, beginning with your Program Start Date: **July 31, 2020**.

Please notify us as soon as possible if you anticipate or experience any delays in the following:

- Spending the grant funds before the end of the one-year grant period.
- Implementing your new program on the date(s) listed above.
- Continuing your SFSP/SSO program throughout summer 2020 and summer 2021.

Use of Grant Funds

Grant funds may be used only for the budget items you outlined in your proposal. Funds must be spent before the end of the agreement period. Budget changes may be requested in advance, in writing, to Share Our Strength by emailing GrantsHelpDesk@strength.org with your organization's name and budget request. Improper or unauthorized use of grants funds may result in a request to return all or part of the grant funds.

Reporting Requirements

By accepting these grant funds, you agree to provide us with a two reports, one report following your current summer meals program, due on September 30, 2020, and a second report due following next year's summer meals program, due on September 30, 2021. Reporting is completed via the Grants Portal website at <https://nokidhungrygrants.force.com>. You also agree that Share Our Strength has the right to use data, publications, and stories submitted in these reports. You will have one full month to submit the final report. For a sample final report please email GrantsHelpDesk@strength.org.

Site Visits and Publicity Efforts

As a condition of this grant, your organization agrees to participate in site visits and/or publicity efforts relating to this grant. Site visit attendees may include, but is not limited to, elected officials, Share Our Strength and California No Kid Hungry Campaign staff, corporate funders, and/or other key stakeholders.



Please note that all such site visits or publicity efforts will be coordinated in advance and with consideration of your organization's feedback, availability and schedule.

As a condition of this grant, your organization agrees to utilize the appropriate No Kid Hungry campaign logo where appropriate, including recognition on the food truck.

Commitment to Anti-Discrimination and Diversity

Share Our Strength has a zero-tolerance policy toward all forms of unlawful discrimination and harassment by or towards staff and volunteers, including but not limited to sexual harassment, and no form of unlawful discrimination by or towards any employee, member, volunteer, or other person in our workplace or jobsites will be tolerated. It is our belief that every person shall be treated fairly and with respect regardless of such things as race, color, religion, sex, sexual orientation, gender identity, national origin, disability status, veteran status, age, or socio-economic status. Sacramento City Unified School District acknowledges and agrees that it shall comply with all applicable federal and state laws prohibiting discrimination and/or harassment in its programs, activities, hiring or employment practices and within all activities conducted under this grant and partnership agreement.

Changes in Programming and Tax-Exempt Status

Please immediately notify your Share Our Strength program or grant contact of any change in your tax-exempt status or if you encounter challenges or delays starting your program on time, meeting the objectives outlined in this agreement, spending the grant funds before the end of the grant agreement period. This grant is contingent on your organization's status as an SFSP or SSO sponsor/site and ability to implement the objectives as outlined in this agreement. Grantees who are no longer tax-exempt or are unable to implement their grant are required to notify Share Our Strength and return the full grant amount or remaining unspent grant funds at Share Our Strength's discretion.

Compliance with Laws

Grantee represents that it will perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations.

Termination of Grant

Share Our Strength reserves the right to terminate this Agreement if Share Our Strength determines, in its sole reasonable opinion, that Grantee is unable to fulfill the terms or purposes of this Agreement.

If you have questions about any of the conditions described in this letter, or about your grant in general, please contact Liz Evancho, Director of Grants Administration, at evancho@strength.org. I offer you my thanks for your daily efforts to end childhood hunger. Share Our Strength is pleased to support your important work and looks forward to hearing about your progress.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Nelson".

Tom Nelson
President & CEO



ACH (Bank to Bank) Grant Deposit Information

Please fill-in the banking information below to receive your grant funds via direct bank deposit to your school district or organization. We cannot process any grant payments with missing fields or blank signature.

BANK NAME: Bank of America

BANK ADDRESS: 555 Capitol Mall Ste 150, Sacramento, CA 95814

(9) DIGIT ROUTING NUMBER: 121000358

DEPOSITOR ACCOUNT NAME: Sacramento City Unified School District

DEPOSITOR ACCOUNT NUMBER: 325000506409

TYPE OF ACCOUNT:

The information being collected on this form will be used by Share Our Strength to securely transmit payment data, by electronic means, to your organization’s financial institution. By checking this box, you agree that the above ACH payment information listed is accurate and that you are an authorized representative of your organization permitted to share this ACH payment information.

(Please check the box next to this paragraph, indicating agreement.)

Authorizing Signature

Signing the below indicates your agreement to all grant requirements and authorizes a bank transfer of the grant amount stated in this letter.

Signature: Rose Ramos Date: 6/25/2020
DocuSigned by: CC6FE7C204D7402...

Print Name: Rose Ramos Title: Chief Business Officer

Organization Name or School District: Sacramento City Unified School District

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2020, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and «NonPublic_School» (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes LEA Procedures and Individual Services Agreement requirements which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a

license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

- f. “Parent” means:
- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
 - iv. a surrogate parent; or
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

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

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

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence

\$2,000,000 general aggregate

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

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

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

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the

school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

EDUCATIONAL PROGRAM

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

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

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

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language

Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR’s employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed

to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law. (20 U.S.C. § 1415(k)(4)(A).)

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second

year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall

maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence

outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school

placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

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

43. STATE MEAL MANDATE

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

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

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

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

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review

Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

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

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

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

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

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

47. CALSTRS RETIREMENT REPORTING

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

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

49. STAFF ABSENCE

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

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional

program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

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

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

53. ADMINISTRATION OF MEDICATION

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

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

54. INCIDENT/ACCIDENT REPORTING

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

55. CHILD ABUSE REPORTING

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

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

56. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints.

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

57. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA.

Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services from CONTRACTOR; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice as required by Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance

documentation as outlined in Paragraph 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA AND/OR CONTRACTOR CLOSURE

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

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

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

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

63. INSPECTION AND AUDIT

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of

interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

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

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

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

65. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR
«NonPublic_School»

LEA
Sacramento City Unified School District

By: _____
«Contract_Signer» Date
«Signer_Title»

By: _____
Rose Ramos Date
Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

«Contract_Signer», «Signer_Title»
«NonPublic_School»
«Mailing_Address»
«Mailing_City», «State» «Zip»

P: «Phone» F: «Fax»
Email: «Email_Address»

Notices to LEA shall be addressed to:

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

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

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY

CONTRACTOR «NonPublic_School»

CONTRACTOR NUMBER _____ **2020-21**
(CONTRACT YEAR)

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

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

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

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

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

B. Related Services

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

b. Behavior Intervention – BID

Provided by: _____

(11) Nursing Services

(12) Residential Room & Board

(13) Mental Health Services

Other «DIS_Rates»

_____	_____
_____	_____
_____	_____
_____	_____
«Resident al_Rate»	_____
_____	_____
«Mental_ Health_Se rvices»	_____
_____	_____
_____	_____

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

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

This agreement is effective on _____ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

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

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

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

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School)

(Name of LEA)

(Signature) _____ (Date)

(Signature) _____ (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

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

CONTRACTOR: _____ CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

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

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
		\$ _____ Per Hour

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

This agreement is effective on _____ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

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

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

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

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

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

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

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic Agency)

(Name of LEA)

(Signature)

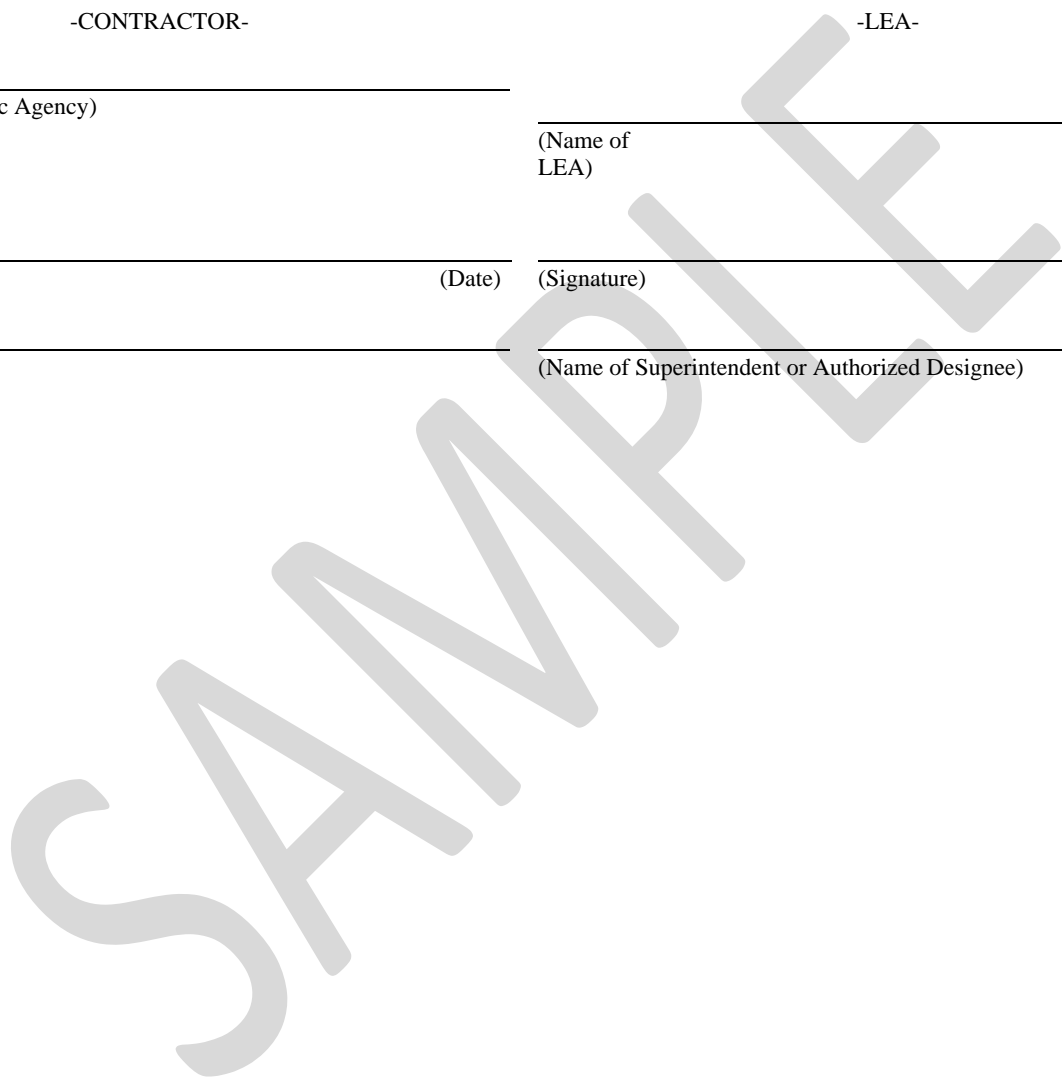
(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)





COMPUCLAIM, INC.
221 Third Street
Newport, Rhode Island 02840

MEDI-CAL LEA BILLING OPTION PROGRAM

This Agreement ("Agreement") is made and entered this 3rd day of June 2016 and between the Sacramento City Unified School District ("local educational agency" or "SCUSD") having an address at 5735 47th Avenue, Sacramento, CA 95824, and CompuClaim, Inc. ("COMPUCLAIM") having an address at 221 Third Street, Newport, RI 02840 (individually "Party," together "Parties").

RECITALS

WHEREAS, COMPUCLAIM offers Medi-Cal LEA Billing Option (LBO) Claiming Services to California local education agencies; and

WHEREAS, SCUSD desires to utilize COMPUCLAIM's billing services; and

WHEREAS, the purpose and subject of this Agreement is limited to the provision of billing services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. COMMENCEMENT, DURATION, AND TERMINATION OF SERVICES

- (A) This Agreement shall be effective on the date signed by both Parties and continue through the duration of the current fiscal year. SCUSD Obligations under subsections 3(A); 3(D); and (E), hereinafter defined, shall commence on July 1, 2016.
- (B) The initial term of this agreement shall commence on July 1, 2016 and shall continue until June 30, 2017. This contract is automatically renewed at the beginning of each subsequent fiscal year for an additional twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than thirty (30) days prior to the renewal date.
- (C) Either Party may terminate this Agreement in the event of material breach by the other Party after providing the breaching Party with a thirty (30) day period to cure the breach or the breach is not cured. If a cure is not possible, the Agreement may be terminated immediately.
- (D) SCUSD may terminate this Agreement, with or without cause, upon thirty (30) days written notice to COMPUCLAIM, provided SCUSD pays all fees for services provided through the effective date of termination.



2. COMPUCLAIM OBLIGATIONS

- (A) Eligibility Determination. COMPUCLAIM will determine Medi-Cal eligibility and ascertain Medi-Cal identifier numbers for students served by SCUSD within limits imposed by California Department of Health Care Services ("DHCS") and county governments upon commencement of the LBO services, and monthly thereafter (An updated student extract will be provided by SCUSD and sent to CompuClaim for monthly tape match process). Determination of eligibility information will be retained by COMPUCLAIM and will be used solely to provide Medi-Cal billing services hereunder. COMPUCLAIM will provide SCUSD with the monthly returned Medi-Cal eligibility file in flat file format.
- (B) Provider Logs. COMPUCLAIM will provide to SCUSD specifically designed web-based provider logs and web-based LBO billing information for use by the SCUSD's healthcare providers in connection with the LBO program and this Agreement, but for no other purpose.
- (C) Training and Support. COMPUCLAIM will coordinate, schedule, and provide training, continuing education, and online support for SCUSD staff necessary for the preparation of data required for the submission of LBO claims to Medi-Cal. The training and continuing education shall occur as agreed by the Parties. COMPUCLAIM will maintain knowledge of current billing procedures, rules, and laws for California's LBO claiming program and knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to provisions of services under this Agreement.
- (D) Data Input. COMPUCLAIM shall be responsible for providing the online web-based data entry portal for healthcare service logs, student/class enrollment dates, and all information given to COMPUCLAIM by SCUSD and for electronic transmittal to the DHCS.
- (E) Access to Data Entry Portal. COMPUCLAIM shall provide a password(s) to the SCUSD for use by its designated employees and authorized personnel in connection with this Agreement.
- (F) Reporting of Unauthorized Disclosures or Misuse of Student Information. COMPUCLAIM, within one business day of discovery, shall report to SCUSD any use or disclosure of Student Information not authorized by the Agreement or in writing by SCUSD. COMPUCLAIM's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what COMPUCLAIM has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action COMPUCLAIM has taken or shall take to prevent future similar unauthorized use or disclosure. COMPUCLAIM shall provide such other information, including a written report, requested by SCUSD.



- (G) Return or Destruction of Student Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, COMPUCLAIM shall return all Student Information to SCUSD, or if return is not feasible as determined by SCUSD in written notice to COMPUCLAIM, destroy any and all Student Information
- (H) Review of Claims. COMPUCLAIM will review all claims data provided by SCUSD for accuracy based upon business rules.
- (I) Claims Submittal. COMPUCLAIM will make reasonable efforts to submit each Medi-Cal claim to DHCS within thirty (30) days of receipt from SCUSD of all information necessary for processing each claim. COMPUCLAIM will also make reasonable efforts to submit retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit. COMPUCLAIM will provide training for SCUSD to submit Medi-Cal Claims to DHCS.
- (J) Reports. COMPUCLAIM will provide SCUSD with the Billing Cycle Evaluation reports for the claims submitted to Medi-Cal.
- (K) Reviews and Audits. COMPUCLAIM will assist SCUSD to prepare for Center for Medicaid/Medicare Services and DHCS reviews and audits.

3. SCUSD OBLIGATIONS

- (A) Input Data.
 - (i) SCUSD shall provide COMPUCLAIM, on a timely basis, all forms, documentation, and data in a manner prescribed by COMPUCLAIM and required for the successful preparation, verification, and submission of claims. Information shall be provided by SCUSD so that it may be captured by COMPUCLAIM through the COMPUCLAIM services portal.
 - (ii) Accurate, complete, and correct data necessary for COMPUCLAIM to perform its services hereunder shall be the sole responsibility of SCUSD. COMPUCLAIM shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by SCUSD.
 - (iii) SCUSD shall notify COMPUCLAIM of any error and omission in information sent to COMPUCLAIM so that COMPUCLAIM may process a claim adjustment for submission to Medi-Cal.
- (B) Training. Arrange for SCUSD staff to attend in person or Web based training sessions.



- (C) Contact Person. SCUSD will provide a contact person who shall serve as a coordinator for all SCUSD activities. The designated person will work directly with COMPUCLAIM staff.
- (D) Healthcare Provider Logs. SCUSD will maintain complete and accurate online healthcare provider logs of all healthcare services provided by SCUSD and will maintain the logs on an up-to-date basis to allow COMPUCLAIM and or SCUSD to transmit billing to DHCS on a weekly, bi weekly or monthly basis.
- (E) Computer File. Upon commencement of the Agreement and monthly thereafter, SCUSD will provide COMPUCLAIM with a computer file in a format specified by COMPUCLAIM of all student data requested by COMPUCLAIM from SCUSD's computer systems or from the computer system of the individual schools SCUSD comprises.
- (F) Designation and Responsibilities of SCUSD for Its Authorized Users. SCUSD shall designate those employees and other personnel ("Users") who shall be given access to its web portal. SCUSD shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web portal as set forth in this Agreement. SCUSD shall be responsible for any unauthorized use by its employees and other personnel. SCUSD agrees that unauthorized use of passwords issued by COMPUCLAIM is prohibited. SCUSD understands that that Users and the SCUSD may be held liable for any unauthorized use and distribution of passwords.

4. PAYMENT

- (A) COMPUCLAIM shall submit to SCUSD a monthly invoice for an annual licensing fee upon signing of contract agreement, and on July 1st of each subsequent fiscal year, (See accompanying pricing in Attachment A).
- (B) Obligations incurred as a result of this Agreement from services provided by COMPUCLAIM to SCUSD remain the responsibility of SCUSD whether or not LBO funds are recovered by SCUSD due to no fault of the COMPUCLAIM or the SCUSD.

5. OWNERSHIP OF PROGRAMS, MATERIALS AND RECORDS

All computer hardware supplied by COMPUCLAIM, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by COMPUCLAIM or its contractor(s) in connection with its systems, and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between COMPUCLAIM, its contractors and SCUSD, the sole and exclusive property of COMPUCLAIM or its contractors. SCUSD agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All student records, medical records, claims, and other



student and medical data developed by SCUSD or jointly by COMPUCLAIM and SCUSD shall remain the property of SCUSD. Upon termination, cancellation, expiration or other conclusion of the Agreement, COMPUCLAIM shall return all student, provider, claim, notes/authorizations and IEP data to SCUSD, or if return is not feasible as determined by SCUSD in written notice to COMPUCLAIM, destroy any and all.

6. CONFIDENTIALITY

- (A) The Parties agree that because of the proprietary nature of the software and training materials and the confidential nature of student records and medical information, it is essential that all information, data, and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent required by law and each Party agrees not to reproduce, disclose, or relinquish any data, information, or materials to any Party other than an authorized representative of the other Party except if the information is public information under the California Public Records Act, and except as required by law.
- (B) The Parties agree that because of the unique nature of the data and/or information and/or materials to be transmitted, money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party, and therefore, the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.
- (C) COMPUCLAIM is designated as a "school official" for SCUSD and shall keep student records confidential as required under state and federal law. COMPUCLAIM will maintain and use commercially reasonable administrative, technical, and physical security measures to preserve the confidentiality of electronically maintained data received from SCUSD.
- (D) COMPUCLAIM is the licensee of certain software and billing tools including, but not limited to, a web portal. COMPUCLAIM shall allow the SCUSD to use the licensed software and/or billing tools on the condition that the SCUSD also agrees to be bound by and comply with the licensee's obligations as set forth in Section 9 of the Vendor Agreement. Section 9 of the Vendor Agreement is attached hereto and incorporated herein as Exhibit "A."
- (E) Confidentiality requirements for Vendor with respect to student records are contained in Schedule C of the Vendor Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "B."

7. COMPLIANCE WITH LAWS; HIPAA; FERPA

The Parties shall both comply with any and all applicable laws and regulations governing the conduct of their respective businesses, including, without limitation, (1)



confidentiality and rights of review of educational and medical records to the extent applicable, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U. S.C. 1232g and 34 C.F.R. Part 99, as amended, and (ii) transaction and code data standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R, Part 162, as amended.

8. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

COMPUCLAIM and SCUSD shall each defend, indemnify, and hold the other Party and its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys' fees and other related costs and expenses.

9. ERRORS AND OMISSIONS

It is recognized by the SCUSD that errors in processing Medicaid claims may occur, resulting in the disallowance of claims and/or demands that the SCUSD return funds paid to it by Medicaid and/or the California Department of Healthcare Services. The disallowance of claims and/or demands for return of funds paid may be the result of human error, whether by the SCUSD or COMPUCLAIM, but may also be the product of existing ambiguities in the laws and regulations regarding the appropriate manner of processing claims and/or eligibility for reimbursement for various types of services. Accordingly, while COMPUCLAIM will use its best efforts to process the SCUSD's claims and to remedy any defects, the SCUSD will indemnify, defend, and hold COMPUCLAIM harmless for any and all disallowance of claims; and any and all demands, claims, suits, actions or judgments for return of Medicaid and/or Department of Healthcare Services funds arising out of COMPUCLAIM's good faith performance of its duties under this contract. It is further agreed by and between the parties that in the event that the SCUSD is required to return Medicaid and/or Department of Healthcare Services funds due to inaccurate information provided by the district to COMPUCLAIM, any portion of those amounts that were paid to COMPUCLAIM as compensation for COMPUCLAIM's provision of services under this contract will be non-refundable.

In the event the SCUSD is required to return funds to Medicaid and/or the Department of Healthcare Services due to an error directly attributable to COMPUCLAIM, the SCUSD agrees that its remedy shall be limited to a return of fees paid to COMPUCLAIM for the claim that contained such error. During the course of this contract COMPUCLAIM will maintain an active Errors and Omissions Policy.



10. INTELLECTUAL PROPERTY

If, in the performance of this contract, the SCUSD its employees, agents and servants are given access to information that COMPUCLAIM considers confidential, the rights and obligations of the parties with respect to such information shall be governed by the terms and conditions set forth below.

- A. For the purposes of this contract, "Confidential Information" is information of any kind, disclosed by COMPUCLAIM to the SCUSD, its employees, agents, and servants and is identified by appropriate marking as confidential at the time of disclosure. In the event that Confidential Information must be disclosed visually or orally, these obligations shall apply only to that information which is confirmed as being confidential in writing by COMPUCLAIM within ten (10) working days of the disclosure.
- B. It is agreed by COMPUCLAIM and the SCUSD that the obligations of confidentiality shall not attach to information which:
1. is publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the SCUSD;
 2. was known to the SCUSD prior to the date of the Agreement or becomes known to the SCUSD thereafter from a third party having an apparent bona fide right to disclose the information;
 3. is disclosed by the SCUSD in accordance with the terms of COMPUCLAIM's prior written approval;
 4. is disclosed by COMPUCLAIM without restriction on further disclosure;
 5. is independently developed by SCUSD;
 6. The SCUSD is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, or state or federal law, provided that the SCUSD promptly notifies COMPUCLAIM.
- C. The SCUSD shall use COMPUCLAIM's Confidential Information solely for the purpose of performing its obligations under this contract. The SCUSD agrees to make Confidential Information available only to the SCUSD employees, agents, or servants who require access to it in the performance of this contract, and to inform them of the confidential nature of such information. The SCUSD shall exert reasonable efforts to maintain such information in confidence. The SCUSD shall immediately, upon discovery of any disclosure not authorized hereunder, notify COMPUCLAIM and take reasonable at SCUSD to prevent any further disclosure or unauthorized use. These obligations shall survive the termination of this contract. At the termination of this contract, the SCUSD agrees to promptly return any and all materials marked as confidential in accordance with subsection A above.



11. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

COMPUCLAIM shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of COMPUCLAIM.

COMPUCLAIM's liability, under this Agreement, is limited to the amount paid by SCUSD for the services under this Agreement. COMPUCLAIM shall not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

12. WARRANTY LIMITATION

COMPUCLAIM makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

13. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, the Stanislaus County Superintendent of Schools, who hires the staff for the COMPUCLAIM and functions as the administrative unit of the COMPUCLAIM, shall be the employer for COMPUCLAIM staff and shall bear the responsibility of providing workers' compensation insurance or coverage for its employees providing COMPUCLAIM services covered by this Agreement.

14. GENERAL

- (A) Effect of Recitals. The Recitals above are deemed true and correct and are hereby incorporated into this paragraph as though fully set forth herein, and SCUSD and COMPUCLAIM acknowledge and agree that they are bound by the same.
- (B) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties for the provision of LBO services by COMPUCLAIM.
- (C) Successors. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective Parties hereto. Each Party agrees that there are no third-party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party.
- (D) Attorneys' Fees. In the event that COMPUCLAIM or SCUSD commences a legal proceeding, each Party shall pay its own legal fees.
- (E) Severability. In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed



severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

- (F) Notices. Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- (G) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of California, as applicable.
- (H) Anti-Fraud and Abuse. Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state, and local laws, and regulations and directives concerning Medicare/Medicaid and Medi-Cal SCUSD billing and other medical reimbursement, fraud, and abuse limitations. To the extent anything contained herein violates any of the above laws, statutes, regulations, or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- (I) Survival of Non-disclosure Obligation. The obligation of non-disclosure and confidentiality in this Agreement shall survive the termination of the Agreement and shall be in full force and effect notwithstanding such expiration or termination.
- (J) Descriptive Headings. The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- (K) Amendments. This Agreement may only be modified amended by a written document executed by both SCUSD's governing board and COMPUCLAIM.

15. SCUSD GOVERNING BOARD AUTHORIZATION

SCUSD affirms that the individual signing on behalf of the SCUSD below is authorized by the Governing Board to execute this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

BY: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: _____

Name: Gerardo Castillo

Title: Chief Business Officer

Date: June 14, 2016

BY: COMPUCLAIM, INC

Signature: _____

Name: Peter Carson

Title: President

Date: 6/8/16



PRICING PROPOSAL

Based on the current needs of the SCUSD CompuClaim proposes the following pricing:

Description	Cost	Total Cost
Annual licensing fee	\$72,500	\$72,500 invoiced on a monthly basis upon signing of contract. Beginning July 1, 2016: Monthly invoices of \$6041.67
Shared Billing Management between CompuClaim and SCUSD	\$15,000	* \$0 This additional management fee will be waived during the length of contract agreement between CompuClaim and SCUSD
**IEP Validation Tool	\$10,000	\$0 IEP Validation Tool fee will be waived during the length of contract agreement between CompuClaim and SCUSD.
Installation Fee	Price is inclusive of set up, data integration, webinar training, and testing to California DHCS Medicaid fiscal intermediary	\$0
On-site Administrator and Provider Training	3 day onsite training included. Additional days at \$1,500 per day. Travel, meals, and lodging not included	\$0.00 T.B.D.
Web based training sessions	\$0 Includes training of additional staff as needed	\$0
***Additional customization	All additional customization requests will be indicated in a change request and will be considered new development	\$180 per hour depending on complexity of change request.

Pricing determined by Student Special Education count, number of providers, schools to include onsite and web based training, all configuration as outlined in proposal including:

- Through shared billing management services currently captured on paper logs for input into the service portal will be entered by SCUSD ADMIN. staff.



- Through shared billing management outstanding claims for the 2015-2016 year can be provided to CompuClaim for submission in approved format requiring specific data fields.

** IEP Validation Tool anticipated rollout for end of October 2016

Installation includes configuration of SCUSD proposal.

- Group student schedule sessions under development for the new school year.
- Transportation to include mileage and total trips can be extracted from electronic transportation software currently used by SCUSD. Paper attendance logs will be entered by SCUSD staff in the service portal.
- All state changes are configured at no charge to the district through the contract agreement
- Currently under review uploading documents as PDF files no current anticipated completion date.

***Additional functionality not outlined in current proposal requires a needs assessment and change request as agreed upon by both the district and CompuClaim.