



# Elite Academic Academy - Lucerne

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[https://eliteacademic.zoom.us/j/97566202696?](https://eliteacademic.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09)  
pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID:  
975 6620 2696 Passcode: 920373

November 3rd, 2022 at 9:00 am

43414 Business Park Drive Temecula, CA 92590



## Elite Academic Academy - Lucerne November 3rd, 2022

### Board Of Directors - Elite Academic Academy - Lucerne

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#### Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference only.

Members of the public may observe the meeting and offer public comment using the

following dial-in numbers and/or internet link: Join Zoom Meeting  
[https://eliteacademy.zoom.us/j/97566202696?](https://eliteacademy.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0dZXJtUT09)  
pwd R2daZzJSNnZPNUV3Nk83K0dZXJtUT09 Meeting ID: 975 6620  
2696 Passcode: 920373. One tap mobile  
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920373

Time:

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#### 1.0 Call To Order

Roll Call:  
Susan McDougla, Cody Simmons, Kent Christensen

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#### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of November 3rd, 2022.

Motion: Second:  
Vote:

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#### 3.0 Public Comment -Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 8.0 Public Comments at Board Meetings.

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#### 4.0 Adjourn to Closed Session

The board will consider and may act on any of the Closed Session matters listed in Agenda Item 13.0.

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#### 5.0 Closed Session

The Board will consider and may act on any of the following items in closed session; any action taken in closed session will be reported in open session as required by law.

**5.1 Personnel Matters (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)**

**5.2 Employer/Employee Relations (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)**

Time:

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#### 6.0 Pledge Of Allegiance

Led By:

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## 7.0 Open Session

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### 8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing [gamano@teacademc.com](mailto:gamano@teacademc.com). Please complete and return the form for agenda items or non-agenda items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date. A request for disability-related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Ms. Meghan Freeman at [mfreeman@teacademc.com](mailto:mfreeman@teacademc.com) at least 72 hours prior to the meeting.

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## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Authorizer Report

[EAA-LU CEO Report Oct 2022.pdf](#)

### 9.2 Consent Agenda

It is recommended that the board approve the following consent agenda items.

Motion: Second:  
Vote:

#### A. Meeting Minutes from October 6th, 2022

[EAA-LU 10.06.2022.pdf](#)

#### B. Warrant Register

[WarrantRegisterLU\\_Oct\\_2223.pdf](#)

#### C. New Instructional Materials Community Partners

[TeAcademcInstructionalServiceCommunityPartner\\_October\\_2022 - VCI Community Partners.pdf](#)

#### D. New Educational Materials Community Partners

[TeAcademcEducationalMaterialsPartner\\_October\\_2022.xlsx - EM Partners.pdf](#)

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## 10.0 Personnel Services

### 10.1 Employee Releases and Resignations

It is recommended that the board ratify the following Employee Releases and Resignations for TeAcademc Academy - Lucerne.

[22230057.pdf](#)

Motion: Second:  
Vote:

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## 11.0 Business Services

### 11.1 State of Emergency Policy

Motion: Second:

The Board will review and consider approval of a proposed resolution finding that the proclamation of a state of emergency continues and that local health officials have continued to recommend measures to promote social distancing such that meeting in person would present an imminent risk to the health or safety of the attendees and that, therefore, the Board of Directors will continue to meet remotely in order to ensure the health and safety of attendees.

Vote:

[LU-Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361.pdf](#)

## 11.2 CSC Loan Documents

It is recommended that the board retroactively approve the following CSC Loan Documents for Ete Academic Academy - Lucerne.

Motion: Second:  
Vote:

[1\\_EAAL-TL-CA22-3.docx.pdf](#)

[2\\_EAAL-RPA-CA22-3.docx \(2\).pdf](#)

[3\\_EAAL-BOS-CA22-3.docx \(2\).pdf](#)

[4\\_EAAL-NOA-CA22-3.docx.pdf](#)

[5\\_EAAL-OC-CA22-3.docx.pdf](#)

[6\\_EAAL-IC-CA22-3.pdf](#)

## 11.3 Student Chromebook Order

It is recommended that the board approve the following Student Chromebook Order for Ete Academic Academy - Lucerne.

Motion: Second:  
Vote:

[101822\\_StepesTechnology\\_MELU\\_NDD223\\_13321.78 \(1\).pdf](#)

## 11.4 CONAP Docs

It is recommended that the board approve the following CONAP Docs for Ete Academic Academy - Lucerne.

Motion: Second:  
Vote:

[22.23\\_EAA\\_LU\\_CONAPP.pdf](#)

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## 12.0 Educational Services/Policy Development

### 12.1 Criteria for High School Credit Policy

It is recommended that the board approve the following Criteria for High School Credit Policy for Ete Academic Academy - Lucerne.

Motion: Second:  
Vote:

[22\\_23 Community Service Hours High School Elective Credits\(pending board approval\).pdf](#)

[Ete Community Service Log\(pending board approval\).pdf](#)

### 12.2 Special Education Master Vendor Contracts 22-23

It is recommended that the board approve the following Special Education Master Vendor Contracts for Ete Academic Academy - Lucerne.

Motion: Second:  
Vote:

[CCES\\_LU 2022-2023-Final-Master-Contract-TOC.pdf](#)

[EPCC\\_LU\\_2022-2023-Master-Contract.pdf](#)

[UpwardBound2022-2023\\_LUMaster-Contract.pdf](#)

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## 13.0 Report of Action Taken in Closed Session

The Board will report any action taken in closed session as required by law.

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## 14.0 Calendar

The next regularly scheduled meeting is December 1st, 2022 at 9:00 a.m.

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## 15.0 Board Comments and Future Planning

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Time:

## 16.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the e-meeting.com or at the scheduled meeting. Board agenda back-up materials may also be requested by calling the School at 1(866)354-8302. In addition, if you would like a copy of any record related to an item on the agenda, please contact administration.

In compliance with the American with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the charter's board of directors, please contact the School at 1(866) 354-8302. Not for more than 72 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the School shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

Motion: Second:  
Vote:



# CEO REPORT



"Offering personalized education with unparalleled flexibility, support, and learning options."



ELITE EAGLES

ARE LIMITLESS

## October Celebrations

- **Aligning our resources** has been the key essential for the month. Staff is working hard to get to know students, get them set up for a successful year and working to create a personalized learning plan for each of them! This is NOT an easy task; we are so proud of our teachers and staff! Way to #BeElite.
- In a recent survey, **96.7%** of staff feel extremely or very supported by supervisors to complete job responsibilities. Administration works tirelessly to provide necessary supports to staff so the focus can be on our students and families. The results of this survey prove that this admin team is making their staff a priority. Bravo admin team!



## Essential Highlights

Six Elite Essentials



Celebrate On Target

Aligned Resources



Professional Development



Parents and Community



Responsive Instruction



Student Work and Data



Shared Leadership



## Staff Highlight




Staff have our Technology Support Coordinator, Chris Waithe, on speed dial because he goes above and beyond to make sure their tech needs are always met. Not only does he pick up the phone anytime help is needed, he has also driven hours to homes and public locations to help Elite families get set up for CAASPP remote testing, or just fix a glitchy staff computer.

# ACADEMIC INNOVATION

INTENTIONAL, REFLECTIVE TEACHING PRACTICES ARE MAKING A DIFFERENCE FOR BOTH STUDENTS AND STAFF!

## TEACHER LEARNING

**Sketch** 


**Tell**

*In order to light the light bulb, first I connected a wire to the negative side of the battery to the light bulb. Then I connected a wire from the positive side of the battery to the light bulb. I made sure that the wires were touching the terminals and a "closed circuit". The light bulb turned on!*

During Virtual Teacher SOAR Hour, Dr. Spencer led teachers through an **interactive learning** experience to simulate how technology can engage student critical thinking skills. Teachers then researched different Google Tools to determine how the tools can help students develop **executive functioning** skills that not only increase academic success but life success as well.

## MOONSHOT THINKING

**S.O.A.R.**  
Students Obtain Advanced Resources

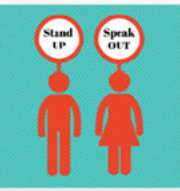


We have two teams of staff members working on amazing school wide **moonshot thinking** initiatives using the **Design Thinking Process**. This month our Moonshot Teams are wrapping up Step 1: which is our **Needs Finding** step, through interviewing and collecting applicable data about their proposed initiative.

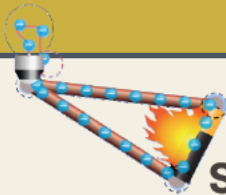
## DIGITAL CITIZENS

Being an Upstander Student

- Email
- Google & Zoom Chat
- Canvas Discussion Boards
- Advisory Sessions
- Live Sessions



During **Digital Citizenship Week**, Virtual Middle and High School students engaged in a discussion of how to be an Upstander both in and out of the classroom. Students shared ideas to create a **digital drama-free virtual space** that fostered active learning.



## SCIENCE LAB SUPPORT SESSIONS



Mrs. Sawelenko saw that her students needed some extra time and help to ask questions and get support when completing assignments and projects. She saw a need, **focused on a solution**, and is now offering Science Lab Support sessions with great feedback from her students!

To celebrate the Fall season, students worked with Mrs. Sawelenko during a Lab Support session to make a DNA model using candy.



BUILDING OPPORTUNITIES FOR POSITIVE RELATIONSHIPS, RICH LEARNING EXPERIENCES AND MINDSETS, AND KNOWLEDGE DEVELOPMENT THROUGH EXPERIENCE.

**#BEELITE  
PODCAST**



Season 3 of our **#BeElite Podcast** is underway! Our first episode, Kickoff Episode, was published on our Youtube channel. Students discussed their **goals** for the 22/23 academic year. There were some new faces to our Podcast Club and some familiar faces. Students learned and practiced their **communication skills, interpersonal skills and editing of a podcast episode**. Check out the #BeElite Podcast on Youtube under Elite Academic Academy.

**STUDENT  
ENGAGEMENT**



Our 3rd annual **homemade costume contest** was a hit! Each student used household items to innovate and create their own costumes. A link and photos were sent out to our students and staff to vote for their favorite costume in the categories of scariest, most funny, most original, and best overall costume. Students then joined our **Fall Festival** where every student was given the opportunity to wear & **explain** their costumes and celebrate fall with student led craft activities.

**STUDENT FIELD  
TRIPS**



Our recent field trip to the **Canine Support Teams** facility in Murrieta was such a fun and informative experience! While students were able to pet and play with service dogs, they participated in activities to **learn about the importance of training a service dog** and everything that enTAILS.

**CAREER TECHNICAL  
EDUCATION STUDENTS**

Students in the CTE Construction Fundamentals & Careers A course completed a Home Construction project where they had to create an infographic that explains and examines the cost of building and owning a home.

Our excellent CTE student, Isiah created a graphic that was not only visually pleasing but also explained the breakdown of costs: costs of maintaining a home, tips on how homeowners can save money, and an explanation of factors that influence the cost of a home.

**Home Construction-Project**

**Breakdown of Costs When Building a Home**

- Framing: \$17,000 - \$95,000
- Interior Finishes: \$42,000 - \$167,000
- Installing Major Systems: \$17,000 - \$72,000
- Laying the Foundation: \$16,600 - \$72,000
- Building Permits: \$400 - \$2,250

**Breakdown of Costs When Maintaining a Home**

- Average Monthly Electricity Bill: \$201
- Average Monthly Water Bill: \$77
- Average Monthly Gas Bill: \$56
- Average Lawn Care Cost Per Month: \$100 - \$200
- Property Taxes: \$220
- Rent: approx. \$2,000 - \$4,000

**Tips on Where Homeowners Can Save**

- Install a Smart Thermostat
- Install a Smart Security System
- Start a Home Emergency Repair Fund
- Make Sure Your Attic is Well Insulated
- Check Up on Your Water Heater

**TIPS**



# OPERATIONS

PROCESSED ENROLLMENT FOR A TOTAL OF ALMOST 700 STUDENTS. PROCESSED TRANSCRIPT REQUESTS AND SUPPORTING DOCUMENTATION REQUEST FOR EACH STUDENT.

## ADMISSIONS



We are excited to report that our school is just about at its enrollment capacity! With over 700 new students joining us this year, Team Operations continues to work with new and potential families. **Word is getting out about what Elite is all about - we are already getting inquiries for the next school year!**

## COMPLIANCE



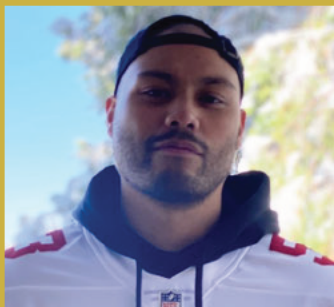
Now that our first learning period has ended, our team is working hard on internal auditing of the compliance portfolios. We will utilize this first LP to identify staff members who may need additional training in an effort to make sure everyone has the knowledge they need to complete these successfully each learning period. **Thank you to Team Operations for your detailed eyes!**

## STATE REPORTING



We have completed the first round of our Senior's GPA submission into the Cal Grant portal. We have also completed the CalSAAS reports, along with the intensive End of Year Calpads reporting. **The team is currently working to collect the Household Data Collection Forms used to identify our socioeconomic disadvantaged students.** This is important information for us to support our families, along with obtaining funding for our programs. We will share the final information next month!

## TEAM MEMBER HIGHLIGHT



The Operations Team would like to recognize Mr. Chad Lumanlan, our Admissions Lead. Now that those 700+ new students have joined us, the next task is to collect their permanent records from their previous schools. Chad has been working to request records for our new students, while sending out records for students who have transferred to another school. He balances all of these records along with working to verify new enrollment applications for incoming students. **All huge tasks, but Chad makes it look easy! Thank you, Chad!**

# COMMUNITY RELATIONS

CURRENT ELITE COMMUNITY PARTNERS: 140 VCI'S/124 EMR  
REIMBURSEMENT TRANSACTIONS: 187  
INVENTORY/CURRICULUM ITEMS SHIPPED: 1,600+

## COMMUNITY PARTNERS



The Community Relations Department has been working to establish **long-lasting relationships** with our community partners. We love that every new and returning community partner **appreciates the opportunity to work with our students**. It is our goal to provide numerous resources for our students by working with outside vendors in your local neighborhoods!

## REIMBURSEMENTS

**PowerForm Signer Information**  
Please complete the form in its entirety so we can process your request.  
You will need to enter your Teacher of Record/Elite Educator's CIP/ID# name and email address.  
For Academy Teacher, please use:  
Elite (Academy Teacher) : email:elitel@accedemio.com  
Elite (Academy Teacher) : email:elitel@accedemio.com  
Elite (Academy Teacher) : email:elitel@accedemio.com  
Please enter your name and email to begin the signing process.

**Parent**  
Your Name: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Your Email: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Please provide information for any other spaces needed for the document.

**Reimbursements**  
Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Email: \_\_\_\_\_

The Community Relations Department has received and processed over **100 Pre-Approvals, over 85 Reimbursements for payment**. These are all vetted to ensure alignment to personalized plans and common core standards. Thanks to our awesome teachers and directors who joined us for our first virtual Reimbursement training. Your participation and feedback has been significant to our future progress!

## INVENTORY



The Community Relations Department has processed **over 100 inventory item requests and packed/shipped over 1,550 Student Welcome boxes**. Thank you to our wonderful families and teachers who continue to return curriculum so that other families may have the opportunity to use it for this school year!

## STUDENT WELCOME BOXES



The Community Relations Department handles several annual major projects. One of these projects being **Student Welcome Boxes**. Collaborating with the Onboarding and Admissions teams, we have made it our goal to get a box to every new and returning student. Hearing and seeing our students get excited to receive their Elite PE/Field Trip T-Shirt and space-themed goodies sends us over the moon! This major project allows us to build the foundation of each student's journey with Elite. Thank you to the new families that are joining us for the first time and to the returning families that continue to #BeElite!



# HOMESCHOOL

ENROLLMENT: 762 HOMESCHOOL STUDENTS (+15)  
 \*383 STUDENTS IN TK-3 (TURNING OF THE TIDE)  
 HOMESCHOOL STAFF: 34 TEACHERS



## MTSS TUTORING



Bobczynski



Our tutoring groups are off to a great start! Our Homeschool MTSS liaison, Mrs. Bobczynski is hosting small groups for direct targeted instruction:

- The Denominators (fractions)
- Once Upon a Time (reading comprehension)
- The Literacy Crew (informational comprehension)

Ms. Burhans is providing 1 on 1 support for students. Three of her students from last year scored 4's on CAASPP: Alexa and Samantha S. and Jeremy N. Another student, Jeffrey, celebrated graduation from his tutoring support!

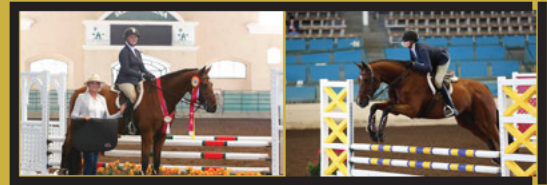
## LEARNING PERIOD MEETINGS



The end of the Learning Period was on Fri, 10/7. Homeschool Teachers meet **all families for at least one hour per student** for a student-centered LP Reflection, Assess Learning, Provide Guidance, offer feedback, and discuss goals

We are SO proud to return to offering **In-Person opportunities** for Learning Period Meetings.

## STUDENT HIGHLIGHT: PEARL B.



8th Grade Homeschool student Pearl competed in the Greater San Diego Hunter Jumper Championship at the Del Mar Fairgrounds **against Professionals** from October 5th - 9th. Pearl earned the following:

- **Horsemanship Challenge Win**
- **Reserve Champion in the Child/Adult Medal**
- **Third Place in the Open Equitation Challenge.**

Pearl competed on her 13 year old Holsteiner gelding Horse, Catching Stars. Keep reaching for the stars, Pearl!

# HOMESCHOOL: BRINGING LEARNING TO LIFE!

## HANDS-ON PROJECTS



We encourage our families to find the resources and modeling to find the AHA! moments. Here is an **OCTOBER** collection of projects and family travels incorporating learning

## LEARNING THROUGH TRAVEL



Studying US History at Mt. Rushmore



Medieval History at Newman's Castle in Texas



**ENROLLMENT:** 390 STUDENTS & GROWING - ONLY 8 SPACES ARE AVAILABLE

**IN-PERSON EXPERIENCES:** FLEX MET OVER 100 STUDENTS AT OUR AMY'S FARM, LIVING DESERT ZOO, & SAN DIEGO ZOO FLEXPERIENCE FIELD TRIPS

**NOVEL STUDY DISCUSSIONS**

**TEACHER COLLABORATION**

**MIDDLE SCHOOL ENGLISH**



Students in grades 2nd 8th grade are loving their **novel study discussions**. Every Monday, students have **in-depth conversations** about the novels they are reading in their Canvas ELA courses. These discussions expose students to grade level **academic vocabulary** and allow students to connect the novel to their **real-life experiences**.



Flex teachers **collaborate** in TK 5 and middle school groups to provide maximum **support** to all students in our program.

Teachers are placed in pods with 3 to 4 other teachers. Teachers **work together** to support and **meet the needs** of the students in their assigned pod.

Students enjoy **smaller instructional sessions** and **engaging interactions** with students in their grade level.



Ms. Radford designed our middle school English courses to **encourage creativity** and a **love for reading and writing**. This month in English 7 students learned about the **impact writing** has on others specifically when looking at slogans. In the novel they are reading this month, the characters are running for class president. Students were asked to **create** their own **campaign posters and slogans** using Canva or PPT.

**FLEXPERIENCE**  
**OCTOBER IN-PERSON EXPERIENCES**



This month in **FLEXperience**, students learned about different **wild animals** and their **habitats**. They then met at one of three locations to **experience** what they learned about (**Amy's Farm, Living Desert Zoo & San Diego Zoo**). Students who were unable to attend the in person field trips were given the opportunity to participate in a **virtual experience**. Students were then asked to **write** about their experiences.

Click on one of the boxes to travel to a far-off place!

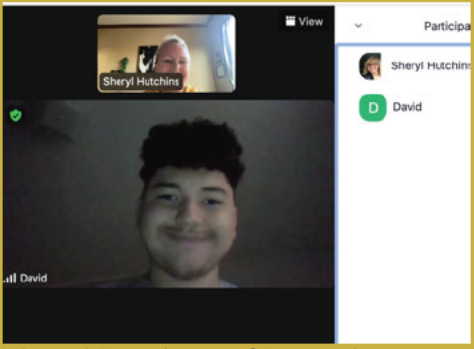


<b>ZOOS</b> 	<a href="#">San Diego Zoo (USA)</a> 	<a href="#">Edinburgh Zoo (Scotland)</a> 	<a href="#">Dublin Zoo (Ireland)</a> 	<a href="#">Zoo Victoria (Australia)</a> 	<a href="#">Marwell Zoo (UK)</a> 
<b>AQUARIUMS</b> 	<a href="#">Monterey Bay Aquarium</a> 	<a href="#">Georgia Aquarium</a> 	<a href="#">National Aquarium</a> 	<a href="#">Seattle Aquarium</a> 	<a href="#">New England Aquarium</a> 



EACH WEEK, OUR VIRTUAL TEACHERS OF RECORD ARE HOLDING:  
40 GROUP ACADEMIC SUPPORT SESSIONS, 421 INDIVIDUAL STUDENT WEEKLY CHECK-IN MEETINGS, AND  
COUNTLESS INDIVIDUAL STUDENT ACADEMIC SUPPORT SESSIONS

**STUDENT ENGAGEMENT AND ACADEMIC PROGRESS**



Virtual Teachers of Record are working hard to support each student's independent learning pathway in collaboration with Content Teachers.

- **82% of our students** are making adequate academic progress and engaged in their classes.
- We are meeting with families for **re-engagement and support meetings**. We have had great success getting students back on track with individualized strategies and schedules!

**VIRTUAL STUDENTS SOAR!**

**Margaret**  
11th Junior

I am the oldest of five children  
I have a bearded dragon as a pet  
I love Disneyland and I have been on the guardians of the galaxy ride 11 times in one day

**Strengths/Attributes:**

- I am resilient
- I am caring
- I am detail oriented

**HIGH FIVE RESULT:**

1. Empathizer
2. Thinker
3. Time keeper
4. Believer
5. Problem Solver

**Goals:**

**Short term:**

- Keep good grades

**Long term:**

- Find a fulfilling career in a creative field

**Accomplishments:**

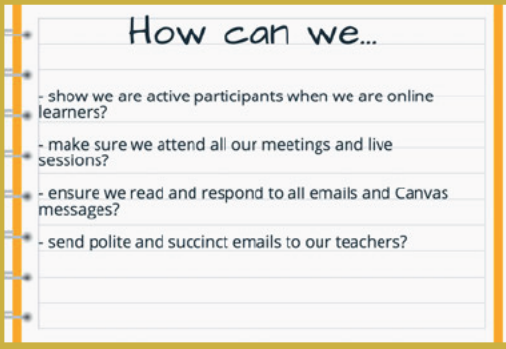
I am proud of my strength and ability to care for others

**How I learn best...**

- Visual learner
- With guidelines to help me but creative freedom
- What does not help...
  - Being in a distracting environment
  - Feeling unsupported by teachers

Virtual Academy students come to our program for many reasons, with unique needs, goals, and dreams. **Our program provides structured flexibility to create a positive and supportive learning environment for each student.** Students created Learner Portraits; **Margaret's Learner Portrait (above) gives you a glimpse into her life** as an 11th grade student and outlines her postsecondary goals.

**VIRTUAL ACADEMY ASSEMBLIES**

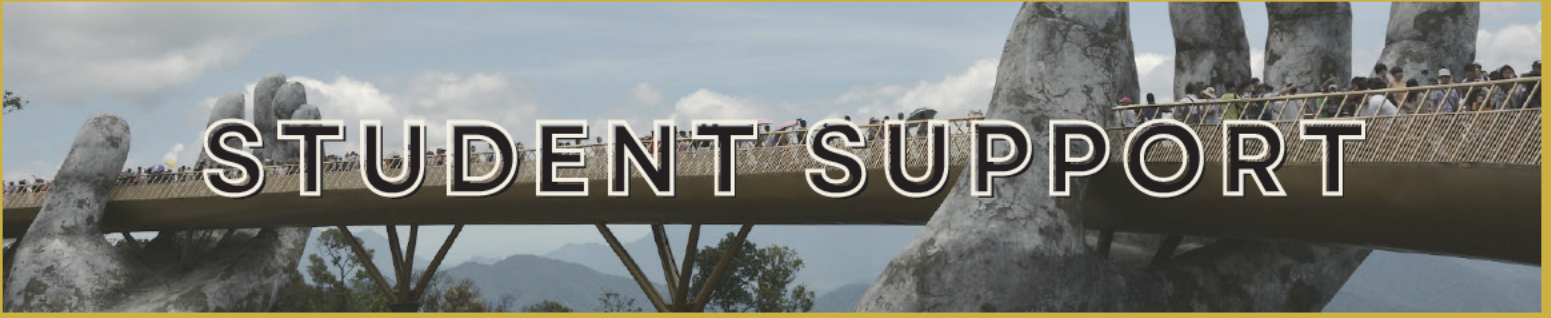


Once a month, **we hold Virtual Academy assemblies:** one for middle school and one for high school. At this month's assembly, Dr. Laura Spencer highlighted **Digital Citizenship** and helped students reflect on how to make responsible choices as online learners. Attendance at assemblies has been amazing, and students have been engaged, interacting, and sharing.

**MAKING CONNECTIONS**

Teacher of Record **Ms. Baker is great at making connections with her students.** In a recent Virtual Team meeting, teachers were asked to reflect on their "why." In the picture here, Kristy shares her "why" - she is meeting at the park with a family of 4 students. This family is new to the Virtual Academy, and they have needed support with the transition. The connection they have made with their teacher has put them on the path to success. Outside of school, each of these siblings plays a different musical instrument and they are in a band together. We are so happy to celebrate the relationships Ms. Baker builds with her students to ensure their success, and we are so proud of our virtual students' accomplishments, in and out of school!





# STUDENT SUPPORT

THE MTSS TEAM SENT KRISPY KREME CERTIFICATES AND POSTCARDS TO STUDENTS ON BEHALF OF THEIR TORS AND CTS TO CELEBRATE THEIR PROGRESS AND GROWTH!



## LEARNING LABS



Our revamped Learning Labs have kicked off with a BANG! Students were invited based on assessment data.

**183 students** are enrolled in weekly **math and/or ELA skill development** sessions with Academic Coaches Erin, Judalon, Dianna, Tancy, and Amanda. Attendance has been fabulous, with 80% of students attending weekly.

## SPED ED BY THE NUMBERS

**164** Special Education Students are receiving services

**1481** Service sessions completed

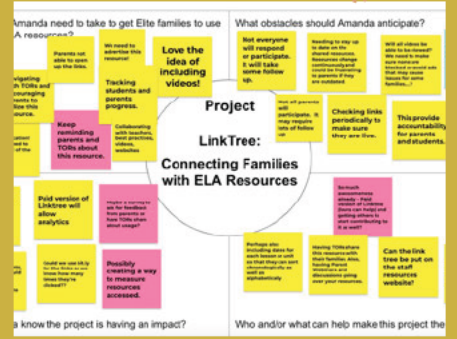
**71** IEP meetings held

**14** Continuing Education webinars attended by SAs



**8 SSTs** held and **ALL** students showing academic and engagement growth.

## MTSS LEADERSHIP



The **MTSS Teacher Leadership Team** has designed teacher-led projects to address student needs identified throughout the organization. Projects include:

- MTSS Homeschool LinkTree for **expert-curated parent resources**
- TikTok-ish **math skill videos** focused on specific skills
- Increased **Parent Observers in Canvas**

# THE POWER OF COLLABORATION AND CONNECTION



For the **over 100 new families** we have enrolled since school started, Student Support Services has personally reached out and invited families to attend a **family webinar** to show them how to **#BeElite**

Our School Counselors received positive feedback from students in the Homeschool Academy regarding our **“Take Action for Mental Health”** presentation.

Responses received to the question, “what was one takeaway that you learned from this presentation?”

1. “Sometimes taking a few minutes to regroup makes all the difference!”
2. “**La vita e' bella** (life is beautiful)”
3. “Mental Health is important and we should always help others.”



# Lucerne

Tk -5	346
6-8	188
9-12	208
Total*	742

\*This number is not reflective of credit recovery/acceleration enrollment.

ACADEMIC ACADEMY

## NEXT MONTH

### Aligned Resources



We are excited to say we are **wrapping up the 21.22 Audit**. The fiscal finance team has been amazing. We look forward to sharing our report with you, once completed!

### Professional Development



We are excited to hold our very first **VAPA CTE Paint Night** for our staff. This CTE inspired evening will be holiday themed to get everyone in the spirit as they paint and learn!

### Shared Leadership



The leadership team is working on **updating department 22.23 tactical plans**. Goals, objectives and initiatives will be revised and updated based on current needs, data and trends.



## Elite Academic Academy - Lucerne October 6th, 2022

### Board Of Directors - Elite Academic Academy - Lucerne

#### Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference only.

Members of the public may observe the meeting and offer public comment using the

following dial-in numbers and/or internet link: Join Zoom Meeting  
https://eliteacademy.zoom.us/j/97566202696?  
pwd=R2daZzJSNnZPNUV3Nk83K0dZXJtUT09 Meeting ID: 975 6620  
2696 Passcode: 920373. One tap mobile  
+16699009128,,97566202696#,,, \*920373# US (San Jose) Passcode:  
920373

Time: 9:00 a.m.

#### 1.0 Call To Order

Roll Call:  
Susan McDougall, Cody Simms, Kent Christensen  
**Present Present Present**

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

#### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of October 6th, 2022.

#### 3.0 Public Comment -Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 8.0 Public Comments at Board Meetings.

#### 4.0 Adjourn to Closed Session

The board will consider and may act on any of the Closed Session matters listed in Agenda Item 13.0.

#### 5.0 Closed Session

The Board will consider and may act on any of the following items in closed session; any action taken in closed session will be reported in open session as required by law.

5.1 Personnel Matters (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

5.2 Employer/Employee Relations (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

Time: 9:00 a.m.

#### 6.0 Pledge Of Allegiance

Led By: Ms. Cody Simms



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## 7.0 Open Session

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### 8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing [gangatamano@e-teacademc.com](mailto:gangatamano@e-teacademc.com). Please complete and return the form for agenda items or non-agenda items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date. A request for disability-related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Ms. Meghan Freeman at [mfreeman@e-teacademc.com](mailto:mfreeman@e-teacademc.com) at least 72 hours prior to the meeting.

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## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Authorizer Report

[EAA-LU Sept CEO Report.pdf](#)

#### B. Director of Finance -Cash Flow Update Report

[Cash Flow FY 22.23 - LU Cash Graph \(2\).pdf](#)

### 9.2 Consent Agenda

It is recommended that the board approve the following consent agenda items.

Cody      Kent  
Motion: Second:  
Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Motion to amend meeting minutes from Sept. 1, 2022, section 13.0.

#### A. Meeting Minutes from September 1st, 2022

[EAA-LU 09.01.22.pdf](#)

Proposed amended language to read "In closed session we met and approved Ms. Freeman's goals for the 22.23 school year. In that meeting we acknowledged that Ms. Freeman met and exceeded her 21.22 CEO goals and objectives."

Motion: Susan  
Second: Kent  
Vote: Susan, Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

#### B. Warrant Register

[WarrantRegisterLU\\_Sep\\_2223.pdf](#)

#### C. New Instructional Materials Community Partners

[E-teAcademc Instructional Service Community Partner\\_September\\_2022 - VCI Community Partners.pdf](#)

#### D. New Educational Materials Community Partners

[E-teAcademc Educational Materials Partner\\_September\\_2022.xlsx - EM Partners.pdf](#)

#### E. Job Descriptions

[JD Credit Recovery and Acceleration Coordinator \(pending board approval\).pdf](#)

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## 10.0 Personnel Services

Opened Items 10.1-10.2 together.

Motion: Cody  
Second: Kent

## 10.1 Employee Contract Addendums

It is recommended that the board ratify the following Employee Contract Addendums for Ete Academic Academy - Lucerne.

[22230036.pdf](#)

[22230393.pdf](#)

[22230362.pdf](#)

[22230067.pdf](#)

## 10.2 Temporary Employee Release and Resignations

It is recommended that the board ratify the following Temporary Employee Release and Resignations for Ete Academic Academy - Lucerne.

[2223369.pdf](#)

[22230362.pdf](#)

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

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## 11.0 Business Services

### 11.1 State of Emergency Policy

The Board will review and consider approval of a proposed resolution finding that the proclamation of a state of emergency continues and that local health officials have continued to recommend measures to promote social distancing such that meeting in person would present an imminent risk to the health or safety of the attendees and that, therefore, the Board of Directors will continue to meet remotely in order to ensure the health and safety of attendees.

[LU-Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361.pdf](#)

### 11.2 CSC Borrowing Resolution

It is recommended that the board retroactively approve the following CSC Borrowing Resolution for Ete Academic Academy - Lucerne.

[3\\_EAAL-BOS-CA22-3.docx.pdf](#)

[2\\_EAAL-RPA-CA22-3.docx.pdf](#)

### 11.3 2023 Staff Professional Development Contract

It is recommended that the board retroactively approve the following 2023 Staff Professional Development Contract for Ete Academic Academy - Lucerne.

[Mess on Inn Budget - 2023 A Staff PD - LU Proposal for Board.pdf](#)

[Ete Academic Academy Professional Development Contract.pdf](#)

### 11.4 Payroll Allocation

It is recommended that the board approve the following Payroll Allocation for Ete Academic Academy - Lucerne.

[Wage Allocation\\_21.22 - LU Board Report.pdf](#)

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

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## 12.0 Educational Services/Policy Development

### 12.1 Parent and Family Engagement Policy

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

## 22.23

It is recommended that the board approve the following Parent and Family Engagement Policy 22.23 for Ete Academic Academy - Lucerne.

[Parent and Family Engagement Policy 22.23 \(pending board approval\).pdf](#)

## 12.2 CTEIG Grant 22.23

It is recommended that the board approve the following CTEIG Grant 22.23 for Ete Academic Academy - Lucerne.

[2022LCAPLucerne.pdf](#)

[CTE Application Part I - PGMS \(CA Dept of Education\)LU.pdf](#)

[Attachment I LU.pdf](#)

[Attachment II LU.pdf](#)

[Attachment III LU.pdf](#)

## 12.3 Peak Performance Student Athlete Contract

It is recommended that the board approve the following Peak Performance Student Athlete Contract for Ete Academic Academy - Lucerne.

[Athlete Contract 22\\_23.pdf](#)

## 12.4 Remote Work Policy Addendum for Employee Handbook

It is recommended that the board approve the following Remote Work Policy Addendum for the Employee Handbook for Ete Academic Academy - Lucerne.

[Remote Work Policy \(Employee Handbook Addendum\) \(pending board approval\).pdf](#)

## 12.5 Strong Mind Contract 2022

It is recommended that the board approve the following Strong Mind Contract 2022 for Ete Academic Academy - Lucerne.

[Ete - StrongMind Services Renewal Agreement \(9.22.22\).pdf](#)

## 12.6 Overnight Field Trip Contracts

It is recommended that the board approve the following Overnight Field Trip Contracts for Ete Academic Academy - Lucerne.

[Mojave River Forks Field Trip for Board Approval .pdf](#)

[Overnight Field Trip Request for Board Approval - Nov 16th Catalina Island \(1\).pdf](#)

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## 13.0 Report of Action Taken in Closed Session

The Board will report any action taken in closed session as required by law.

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## 14.0 Calendar

The next regular scheduled meetings are November 3rd, 2022 at 9:00 a.m.

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## 15.0 Board Comments and Future Planning

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## 16.0 Adjournment

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the e-teachem.c.com or at the scheduled meeting. Board agenda back-up materials may also be requested by calling the School at 1(866)354-8302. In addition, if you would like a copy of any record related to an item on the agenda, please contact administration.

In compliance with the American with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the charter's board of directors, please contact the School at 1(866)354-8302. Notification 72 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the School shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

**Staff Present:**

**Meghan Freeman  
Tracy Hasper  
Gena Altamirano  
Evan Jorgensen  
Ashlea Kirkland-Haynes  
Jen Edick  
Karen Makkai  
Scott Michaelson  
Antonette Sims  
Adam Woodard  
Allison Watters  
Catherine Heredia  
Misty Cervantes  
Monique Waithe**

## Elite Academic Academy - Lucerne

Date	Vendor Name	Account Name	Ref Number	Amount
10/3/2022	Anthem Blue Cross	Health Insurance	202209926830	\$25,479.02
10/3/2022	Guardian	Health Insurance	010Oct2022	\$4,832.32
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1N4W-J67C-34TX	\$60.81
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	11CV-TYKD-LXMK	\$47.91
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1Q4V-9NCQ-Q4JM	\$119.69
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	16CF-N3RJ-PWQ1	\$19.82
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	16CF-N3RJ-P4CR	\$8.61
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1PNY-N9CR-JY3G	\$80.84
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1VNT-L44N-XTHM	\$15.15
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1H7Q-39DY-MJFG	\$48.08
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1VFQ-14YN-HHV7	\$43.36
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1VFQ-14YN-QPH7	\$45.83
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1VFQ-14YN-TNTC	\$24.92
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1TPD-3DCK-L6QJ	\$8.69
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1P3X-6HDL-RWRM	\$3.23
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1MHP-KWXY-NWX6	\$16.16
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1FD4-GJCP-JTG7	\$3.21
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1TPD-3DCK-PPNV	\$9.78
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1P3X-6HDL-QJKM	\$8.61
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1TPD-3DCK-D1GV	\$35.84
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1QMP-HFPR-CQDF	\$34.81
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1YKW-NP93-4JRL	\$225.56
10/4/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1YTK-D1G7-W6N9	\$23.86
10/4/2022	AoPS Incorporated	Approved Core Curriculum, Teacher Man	INV227121	\$64.18
10/4/2022	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Man	18074	\$245.12
10/4/2022	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Man	18125	\$295.32
10/4/2022	Demme Learning LLC	Approved Core Curriculum, Teacher Man	0791671-IN	\$69.96
10/4/2022	Edmentum, INC.	Approved Core Curriculum, Teacher Man	INV197428	\$72.80
10/4/2022	Gravitas Publications, Inc	Approved Core Curriculum, Teacher Man	GS-381531	\$138.12
10/4/2022	Kevin Bos	Approved Core Curriculum, Teacher Man	BOS092122	\$109.95
10/4/2022	Logic of English	Approved Core Curriculum, Teacher Man	SI-160270	\$232.04
10/4/2022	Logic of English	Approved Core Curriculum, Teacher Man	SI-160518	\$204.85
10/4/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1849313	\$3,130.59
10/4/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3860827	\$168.57

## Elite Academic Academy - Lucerne

10/4/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3863557	\$102.71
10/4/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3863610	\$237.76
10/4/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3868026	\$41.82
10/4/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3868028	\$542.63
10/4/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3868003	\$102.05
10/4/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3867959	\$407.76
10/4/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S242449	\$134.91
10/4/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S243249	\$148.70
10/4/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244324	\$143.10
10/4/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244346	\$173.18
10/4/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244328	\$174.66
10/4/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244345	\$147.53
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	446636	\$32.57
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	446647	\$32.80
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	447901	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	4478999	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	447896	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451615	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451613	\$64.24
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451614	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451643	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451646	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451640	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451641	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	451642	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	452423	\$32.80
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	453006	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454739	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454751	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454771	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454778	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454743	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454643	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454742	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454772	\$33.02

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10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454745	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454773	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454755	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454763	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454746	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454748	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454974	\$32.27
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455020	\$32.27
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454963	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455103	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455084	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455028	\$32.27
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455027	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454616	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454973	\$32.27
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455050	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455052	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454978	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455047	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455032	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454975	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454964	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454972	\$32.27
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455053	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454780	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455024	\$65.89
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454638	\$65.59
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454775	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455054	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455022	\$32.27
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455089	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454958	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455086	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455102	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455298	\$65.14

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10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455297	\$65.14
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455414	\$64.54
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	456099	\$32.80
10/4/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457679	\$64.84
10/4/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	204175097	\$16.99
10/4/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	45896	\$140.27
10/4/2022	Pitney Bowes Global Financial Services LLC	Business Services	3105666951	\$12.83
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PNY-N9CR-JY3G	\$99.35
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MHQ-W67M-MDJN	\$42.77
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DL4-PG6X-1P1X	\$18.61
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CH4-X1PH-3XL3	\$18.36
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	173T-XPVN-GDK1	\$189.51
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1H7Q-39DY-4MRH	\$42.76
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JLD-LYFD-G9MX	\$111.99
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	173T-XPVN-14MT	\$18.61
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11CV-TYKD-Y3V3	\$42.16
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1N4W-J67C-79QQ	\$12.84
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JLD-LYFD-Q4KK	\$18.04
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1P3X-6HDL-716Y	\$245.49
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YHD-6MQL-PJL6	\$20.65
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1133-6FF7-1D6X	\$37.70
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MHP-KWXY-3LQ4	\$176.63
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FD4-GJCP-L79X	\$25.84
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1R3P-MCC7-MCRG	\$116.34
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MHP-KWXY-TVMK	\$43.76
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1133-6FF7-KQJT	\$44.17
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VK9-KY9G-MLFQ	\$34.78
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VK9-KY9G-CMPP	\$34.31
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QMM-W6T1-NCJK	\$22.08
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TPD-3DCK-CHRQ	\$149.86
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	149T-4DMN-T6WW	\$150.81
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MHP-KWXY-MY6R	\$79.24
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1P3X-6HDL-NCVD	\$44.78
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TPD-3DCK-FMPL	\$44.48
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1P3X-6HDL-WRTG	\$91.84



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10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	149T-4DMN-QFPC	\$44.17
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FD4-GJCP-D63V	\$101.10
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GQ4-1V6T-QX4P	\$43.76
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1J3R-KJYY-GWR6	\$31.25
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1V49-7R3K-4NPY	\$43.76
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YKW-NP93-HRNV	\$54.39
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14PP-6PQJ-1YQN	\$80.24
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NKF-9M3M-1TTX	\$12.84
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1R3P-MCC7-X9DQ	\$12.84
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13XX-NDKP-1T7R	\$43.76
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1R3P-MCC7-Y4RT	\$43.76
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XC3-WTWR-YLQJ	\$38.18
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1H96-DLNN-1FPD	\$47.22
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17C4-1TW3-7DH7	\$38.78
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19WT-QV1F-6VKJ	\$46.99
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QLF-DYP7-3DP1	\$38.18
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QXD-16DG-73PD	\$46.99
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QXD-16DG-91D3	\$44.48
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14Y1-VKNG-4MM6	\$36.38
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1R13-VD1C-G9QL	\$16.15
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19WT-QV1F-4FJ7	\$132.95
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11FH-FL9L-7QR7	\$44.78
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MRT-J39K-CNK3	\$46.99
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QXD-16DG-6W1X	\$54.04
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17C4-1TW3-7DJ4	\$46.06
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TTY-J3XG-7Y7T	\$46.06
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XC3-WTWR-YLPL	\$20.23
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	171R-NHCD-4HCK	\$48.09
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1R13-VD1C-9JDK	\$44.48
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GY9-JHR3-33XL	\$20.23
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11FH-FL9L-CQ1L	\$25.59
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	114Q-34W9-7TKT	\$52.50
10/4/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QLX-WQR7-4TK3	\$7.67
10/4/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-A0825C7809062249	\$190.12
10/4/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-54BCD31509072254	\$207.33

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10/4/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-0086C 4F 509072251	\$190.12
10/4/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-8C04051D09072247	\$134.63
10/4/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-A09D737509072248	\$134.63
10/4/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-A2584E5409072203	\$205.43
10/4/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000992865	\$338.65
10/4/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000992903	\$312.55
10/4/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993065	\$322.60
10/4/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993078	\$182.37
10/4/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1849313	\$103.50
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3867997	\$79.54
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868023	\$116.95
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868022	\$116.00
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3867992	\$78.59
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868021	\$72.70
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3867987	\$78.59
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868025	\$118.37
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3867966	\$104.12
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868018	\$72.11
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868009	\$103.42
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868019	\$72.70
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868020	\$72.11
10/4/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3870997	\$107.30
10/4/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-1	\$19.56
10/4/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-4	\$13.02
10/4/2022	Ashly Steele	Postage & Delivery - Educational	STE092022	\$16.00
10/4/2022	T-Mobile	Technology Services & Software - Educat	009Sep2022	\$2,730.68
10/5/2022	AoPS Incorporated	Approved Core Curriculum, Teacher Man	INV226985	\$116.40
10/5/2022	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Man	18123	\$37.57
10/5/2022	Dino Lingo Inc.	Approved Core Curriculum, Teacher Man	537148866-INV	\$99.00
10/5/2022	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Man	944099	\$329.60
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871135	\$15.58
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871068	\$337.65
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871194	\$77.78
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871212	\$34.63
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871199	\$125.82

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10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871006	\$25.08
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871211	\$125.29
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871148	\$14.20
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872454	\$44.35
10/5/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871142	\$111.80
10/5/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S243358	\$175.98
10/5/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S243253	\$148.70
10/5/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S243256	\$255.39
10/5/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244145	\$174.35
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454641	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454617	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454546	\$32.27
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454562	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454548	\$65.89
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454571	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454556	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454555	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454565	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454557	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454636	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455144	\$32.57
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455145	\$32.57
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455112	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455113	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455125	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455134	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455146	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455105	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455142	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455122	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455114	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455302	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455296	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455295	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455293	\$64.54

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10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455299	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455294	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455300	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455342	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455313	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455329	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455320	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455312	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455316	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455301	\$66.04
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455311	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455331	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455341	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455334	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455321	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455310	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455317	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455345	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455325	\$66.04
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455322	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455338	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455333	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455344	\$65.59
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455335	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455314	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455318	\$64.54
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455332	\$65.14
10/5/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455315	\$64.54
10/5/2022	Time4Learning	Approved Core Curriculum, Teacher Man	5809483	\$200.00
10/5/2022	Blick Art Materials	Core Teaching/Student Supplies	9185569	\$123.87
10/5/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	470892090822	\$234.11
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3863666	\$149.81
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871000	\$79.54
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871066	\$92.75
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871130	\$77.95

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10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3870995	\$106.43
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871192	\$534.79
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871085	\$78.27
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3870989	\$104.26
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871179	\$106.86
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871076	\$107.30
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871071	\$104.89
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3870993	\$107.95
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3870985	\$108.60
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871009	\$107.95
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871107	\$78.59
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871101	\$92.00
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871007	\$78.59
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871117	\$104.89
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871073	\$79.06
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871003	\$107.30
10/5/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871087	\$72.70
10/5/2022	Mission San Juan Capistrano	Educational Services	JZKT-260722a	\$287.00
10/5/2022	Quisha Henderson	Educational Services	HEN092222	\$12.00
10/5/2022	Curriculum Associates	Student Assessments	90202491	\$8,868.00
10/12/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Man	913040	\$182.30
10/12/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Man	913096	\$227.03
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1THQ-MFGQ-9M7F	\$138.16
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CHH-N7M9-WNVK	\$8.75
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CFG-VQW1-RRM1	\$8.75
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1MWY-PXJ3-9YNR	\$3.26
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1VRF-HCM9-9F4W	\$3.26
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1LCH-1MGF-3CYM	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CFG-VQW1-WVCG	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1LPQ-MHGK-V1NK	\$87.10
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1PXG-DP9N-6P4Q	\$8.57
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	13JJ-JV3D-9XCN	\$27.78
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1JPK-1JFX-76DM	\$3.23
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	131L-3P7W-9MRX	\$53.58
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1Y1K-6D37-9G6Q	\$26.81

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10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1QVD-YQM9-C3JR	\$205.88
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	14CP-YVYM-61FK	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	17CR-HDWN-3HQ4	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1C9C-T9GL-3K9Y	\$31.78
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	11LV-XGMV-3J	\$25.96
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1V6X-PF6Q-4VXJ	\$13.91
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CGW-FQCT-7XDN	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1TV3-DJ6K-7F3X	\$12.92
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1MJG-Q4RJ-J1WW	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	13L1-RPWT-4G6C	\$8.69
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1F1Y-GH7L-69CQ	\$8.69
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	164J-FJW7-J144	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1GRV-MJVL-7LN7	\$8.61
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1WML-9447-4N1R	\$8.69
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	19D6-9L7H-994M	\$8.69
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1R37-L46Q-VKYP	\$48.91
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1WG6-WR97-3M76	\$65.09
10/12/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1NTY-6WML-DJ4Q	\$8.47
10/12/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0012953	\$94.63
10/12/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0013239	\$328.35
10/12/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0013240	\$60.31
10/12/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0013279	\$9.11
10/12/2022	Crafty School Crates	Approved Core Curriculum, Teacher Man	21729	\$199.55
10/12/2022	CuriosityStream, Inc.	Approved Core Curriculum, Teacher Man	INV-1578	\$1,312.50
10/12/2022	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Man	944539	\$198.20
10/12/2022	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Man	946374	\$161.63
10/12/2022	JacKris Publishing, LLC	Approved Core Curriculum, Teacher Man	16119	\$25.99
10/12/2022	JacKris Publishing, LLC	Approved Core Curriculum, Teacher Man	16118	\$41.39
10/12/2022	Memoria Press	Approved Core Curriculum, Teacher Man	C231012	\$24.83
10/12/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1851618	\$115.26
10/12/2022	Pandia Press	Approved Core Curriculum, Teacher Man	36653	\$18.99
10/12/2022	Pandia Press	Approved Core Curriculum, Teacher Man	36649	\$93.98
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3871197	\$25.97
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872505	\$533.21
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872506	\$42.72

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10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872504	\$83.25
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872491	\$24.69
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872529	\$235.33
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872498	\$24.69
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872507	\$141.84
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3872503	\$83.25
10/12/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3818263	\$214.95
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S243304	\$137.11
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S243333	\$144.35
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244327	\$133.74
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244091	\$151.13
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244090	\$151.81
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244353	\$176.39
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244378	\$136.54
10/12/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S244355	\$161.32
10/12/2022	Stephens Educational Services, LLC	Approved Core Curriculum, Teacher Man	233577	\$117.65
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455120	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455137	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455287	\$66.04
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455292	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455291	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455281	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455282	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455290	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455286	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455289	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455283	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455288	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455445	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455354	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455444	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455435	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455448	\$66.04
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455395	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455450	\$66.04

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10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455363	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455437	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455392	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455439	\$65.44
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455328	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455336	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455350	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455380	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455446	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455418	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455360	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455351	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455443	\$64.24
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455384	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455374	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455352	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455389	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455386	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455436	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455431	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455357	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455378	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455426	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455356	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455370	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455376	\$33.02
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455438	\$65.44
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455372	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455429	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455340	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455359	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455415	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455388	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455364	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	455383	\$32.80



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10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	456332	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457681	\$33.02
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457422	\$66.04
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457433	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457409	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457411	\$66.04
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457677	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457682	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457401	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457678	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457406	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457419	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457394	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457416	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457434	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457393	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457399	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457402	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457680	\$64.84
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457439	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457683	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457905	\$66.04
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457786	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457902	\$32.12
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457904	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457899	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457903	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458027	\$64.84
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458038	\$64.84
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458032	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458036	\$65.59
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458026	\$65.44
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458042	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458024	\$64.84
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458029	\$64.54

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10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458022	\$66.04
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458043	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458028	\$66.04
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458033	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458031	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458035	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458023	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458037	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458040	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457788	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	457909	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458580	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458738	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458729	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458733	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458736	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458735	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458730	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458737	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	458928	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459910	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459890	\$64.54
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459865	\$32.80
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459889	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459908	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459906	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459863	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459912	\$65.14
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459861	\$32.27
10/12/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459888	\$65.14
10/12/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	341973	\$84.49
10/12/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	205280470	\$24.00
10/12/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	45933	\$150.81
10/12/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	46192	\$115.84
10/12/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	46193	\$115.84

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10/12/2022	The Regents of the University of California	Approved Core Curriculum, Teacher Man	149427	\$399.00
10/12/2022	The Regents of the University of California	Approved Core Curriculum, Teacher Man	149423	\$399.00
10/12/2022	The Regents of the University of California	Approved Core Curriculum, Teacher Man	149429	\$399.00
10/12/2022	The Regents of the University of California	Approved Core Curriculum, Teacher Man	151099	\$399.00
10/12/2022	Well Trained Mind Press	Approved Core Curriculum, Teacher Man	55791	\$154.80
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RJP-1PLX-4GJK	\$133.39
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16VW-CVFI-14KQ	\$49.90
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CFG-VQW1-TJ	\$45.65
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LPQ-MH GK-TCYP	\$45.65
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GW6-3CMT-3NHV	\$29.34
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CDX-4LW9-V4ML	\$54.31
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XP4-VPHN-YJWM	\$60.58
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LCH-1MGF-3M36	\$20.31
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CFG-VQW1-YG7V	\$84.19
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14Y1-VKNG-K9PJ	\$45.65
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RJP-1PLX-VLLM	\$45.11
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HVD-Q6G9-WWKF	\$142.50
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XP4-VPHN-PJLV	\$43.76
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RJP-1PLX-RQYR	\$46.06
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CHH-N7M9-WGWP	\$45.65
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19LX-RMKH-K4PP	\$46.06
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CHH-N7M9-RTRR	\$44.48
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1F1T-7TCF-7HNW	\$33.10
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LXR-9GWQ-3QV3	\$101.62
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14QN-TXYX-7KJP	\$38.00
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NFG-JYYL-4NGH	\$65.14
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13FP-RVCK-RJGK	\$36.09
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FY9-77H7-YVQR	\$45.65
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13JJ-JV3D-FNGH	\$18.17
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16L3-GQXR-R9W4	\$43.76
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14W6-M3XF-QKD1	\$100.51
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FLL-LR7H-6RCW	\$36.13
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1D33-CKJF-DLK7	\$142.78
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RT1-6HQQ-JYRG	\$46.45
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XT3-HDJM-GRTP	\$46.75

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10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DL6-1NV3-FLG6	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MK9-4DL6-4Q97	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1M1G-TTQ7-3RCP	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LHX-YCNL-PDJ4	\$84.88
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PKX-PHN6-NRHD	\$25.90
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VVX-MF1N-3FNP	\$84.07
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13C1-1M1X-R7TN	\$36.29
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LHX-YCNL-P3QT	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KQT-JRXF-1DLY	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QVD-YQM9-RDHL	\$48.34
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1D4K-3FNX-TGLD	\$38.18
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19QT-XWHM-1MHY	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1M3L-V9F6-6NTM	\$36.89
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FV1-JYXN-FGKK	\$7.61
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	164J-FJW7-6DNF	\$36.29
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FV1-JYXN-K749	\$25.90
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17CR-HDWN-H17W	\$35.55
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TKC-G 14P-1V1K	\$201.11
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17CR-HDWN-JPQ1	\$7.61
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GGJ-N9DX-JCTN	\$36.89
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GLF-Q3T3-KCF3	\$7.61
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y3C-W9J7-3CPX	\$44.86
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VVX-MF1N-KTHQ	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FV1-JYXN-K1NC	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GGJ-N9DX-9YY4	\$114.75
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16H7-6C6R-MLT1	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CGW-FQCT-L79R	\$7.67
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y3C-W9J7-93K6	\$7.61
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CGW-FQCT-FQ7R	\$7.54
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13L1-RPWT-36CF	\$36.96
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1K7Y-7HLD-9CLC	\$45.72
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JC9-DQMM-4W3N	\$30.16
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FTC-VYCH-1JJV	\$182.31
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1C9Y-HNQT-3791	\$164.86
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11XD-Y4KM-D197	\$36.29

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10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	193C-RRWQ-YW1V	\$8.29
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NTY-6WML-4NQP	\$15.42
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KQ9-D6VG-Y43X	\$8.23
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KQ9-D6VG-RHX9	\$46.45
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NNJ-VP74-DCFF	\$88.81
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19V1-VJNH-JF4T	\$82.57
10/12/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	143C-TVQ1-K793	\$81.51
10/12/2022	BookShark, LLC	Core Teaching/Student Supplies	BI0012939	\$245.20
10/12/2022	Carroll Business Supply, Inc	Core Teaching/Student Supplies	981617-0	\$54.35
10/12/2022	Home Science Tools	Core Teaching/Student Supplies	446034	\$167.90
10/12/2022	Home Science Tools	Core Teaching/Student Supplies	446035	\$166.85
10/12/2022	Home Science Tools	Core Teaching/Student Supplies	447977	\$93.90
10/12/2022	Jostens	Core Teaching/Student Supplies	29153299	\$15.88
10/12/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-36AEFEF709102258	\$134.63
10/12/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-807DFC7309112200	\$247.77
10/12/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-BFD4E4E009112203	\$134.63
10/12/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-9C1B6B2909152253	\$247.77
10/12/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1851618	\$1,575.94
10/12/2022	MoxieBox Art Inc.	Core Teaching/Student Supplies	9204	\$165.97
10/12/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3871104	\$77.95
10/12/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3876152	\$103.42
10/12/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-3	\$16.85
10/12/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-7	\$19.54
10/12/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-6	\$30.44
10/12/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-5	\$14.13
10/12/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-2	\$26.09
10/12/2022	Staples Business Credit	Core Teaching/Student Supplies	7364513431-0-8	\$28.81
10/12/2022	Staples Business Credit	Core Teaching/Student Supplies	7365283394-0-1	\$71.02
10/12/2022	Amy's Farm	Educational Services	1019221115	\$530.00
10/12/2022	DeeAnn Houck	Educational Services	HOU092722	\$30.80
10/12/2022	Nicole the Math Lady, LLC	Educational Services	5300	\$59.00
10/12/2022	Nicole the Math Lady, LLC	Educational Services	5299	\$99.00
10/12/2022	Nicole the Math Lady, LLC	Educational Services	5295	\$99.00
10/12/2022	Nicole the Math Lady, LLC	Educational Services	5294	\$79.00
10/12/2022	Nicole the Math Lady, LLC	Educational Services	5298	\$129.00

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10/12/2022	Life Storage	Rent - Facilities Lease	009Sep22#658b	\$116.50
10/12/2022	McColgan & Associates, Inc	Special Education Services	4710	\$6,186.90
10/12/2022	McColgan & Associates, Inc	Special Education Services	4709	\$930.00
10/18/2022	Accelerate Education, Inc.	Approved Core Curriculum, Teacher Man	5264	\$6,715.00
10/18/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Man	913261	\$180.48
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1T7N-TDYH-CYC1	\$8.69
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1WFY-TD3J-9G7X	\$8.99
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1WCV-KV37-7LD9	\$8.75
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1QP1-VLN6-XGCK	\$19.07
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CMN-G9VM-F1TG	\$6.45
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CMN-G9VM-G1YY	\$13.87
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1PNF-TTMY-7F1J	\$10.01
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1XPR-Q41M-TKD6	\$14.22
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1NCN-X3P4-NLDJ	\$10.25
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CVD-XLYN-XN61	\$53.09
10/18/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1DJ4-R6CP-VV47	\$110.74
10/18/2022	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Man	18365	\$259.19
10/18/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	B10013772	\$5.49
10/18/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	B10013827	\$1,075.42
10/18/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	B10013951	\$22.23
10/18/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	B10014150	\$233.59
10/18/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0014291	\$253.86
10/18/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0014290	\$266.50
10/18/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0014289	\$364.28
10/18/2022	Crafty School Crates	Approved Core Curriculum, Teacher Man	21752	\$139.00
10/18/2022	Dash Into Learning	Approved Core Curriculum, Teacher Man	537176577	\$44.49
10/18/2022	Memoria Press	Approved Core Curriculum, Teacher Man	C231134	\$62.89
10/18/2022	Memoria Press	Approved Core Curriculum, Teacher Man	C231135	\$14.24
10/18/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1853620	\$418.91
10/18/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1855558	\$103.28
10/18/2022	Moving Beyond the Page	Approved Core Curriculum, Teacher Man	273653	\$42.93
10/18/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345706691	\$140.00
10/18/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345707102	\$120.00
10/18/2022	Pandia Press	Approved Core Curriculum, Teacher Man	37613	\$64.49
10/18/2022	Pandia Press	Approved Core Curriculum, Teacher Man	37608	\$18.99

## Elite Academic Academy - Lucerne

10/18/2022	Pandia Press	Approved Core Curriculum, Teacher Man	37607	\$64.49
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3815052	\$142.03
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3853039	\$88.98
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3853029	\$114.16
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3863585	\$216.01
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880602	\$61.32
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880529	\$27.65
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880483	\$120.41
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880603	\$127.41
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880549	\$141.84
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880609	\$90.81
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880727	\$134.35
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880607	\$320.34
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880584	\$294.74
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880608	\$254.12
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880659	\$20.28
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880604	\$85.59
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880625	\$20.16
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880619	\$22.07
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880601	\$114.71
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880507	\$294.81
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880735	\$180.10
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880491	\$17.74
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880611	\$97.74
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880706	\$93.31
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880488	\$199.74
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880661	\$20.28
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880605	\$85.59
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3880606	\$401.24
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3881724	\$161.45
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3881727	\$293.89
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3881726	\$92.13
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3887807	\$41.59
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3887803	\$67.00
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3887728	\$42.72

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10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3887715	\$311.91
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3887805	\$229.37
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3887738	\$411.50
10/18/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3887804	\$38.98
10/18/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S247584	\$148.78
10/18/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S247583	\$136.52
10/18/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459914	\$65.14
10/18/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	459886	\$32.80
10/18/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	460767	\$64.54
10/18/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	460775	\$64.54
10/18/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	461282	\$64.54
10/18/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	344827	\$21.00
10/18/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	206226349	\$18.00
10/18/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	46319	\$43.08
10/18/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	46685	\$55.08
10/18/2022	The Regents of the University of California	Approved Core Curriculum, Teacher Man	151865	\$399.00
10/18/2022	Timberdoodle Co.	Approved Core Curriculum, Teacher Man	392323	\$81.54
10/18/2022	Timberdoodle Co.	Approved Core Curriculum, Teacher Man	392325	\$399.83
10/18/2022	Timberdoodle Co.	Approved Core Curriculum, Teacher Man	392389	\$27.19
10/18/2022	Pitney Bowes Global Financial Services LLC	Business Services	3105732038	\$179.28
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1C9Y-HNQT-4WWV	\$36.29
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y9T-FM1Q-9VVX	\$96.25
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CXF-KPP6-13WK	\$165.70
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RRF-QD9X-DQQL	\$87.97
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TWC-9CLP-YY1T	\$165.70
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1F77-J4VD-3L1L	\$37.93
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CXF-KPP6-Y6PW	\$69.42
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XX4-XQYV-3WJW	\$873.60
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CXF-KPP6-XH9N	\$42.01
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17XR-HP6X-9MVV	\$17.45
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Q66-9QMY-Y3NF	\$70.63
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1WG6-WR97-37NM	\$65.67
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RRF-QD9X-XY69	\$29.00
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CXF-KPP6-KCTH	\$89.87
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FF7-YT6W-3YYY	\$38.18



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10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1R6X-JP77-6P4X	\$49.08
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YVM-WL9Q-JWWQ	\$159.87
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XXM-7TDG-FDKL	\$5.96
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YR1-VKQ9-6YRW	\$83.68
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YGY-YMDR-DJGP	\$920.50
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1D7D-33WV-1C	\$7.54
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YGY-YMDR-FYNL	\$17.51
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1L6C-DD3V-T493	\$26.09
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1D7D-33WV-1J	\$36.29
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YHW-39CC-1CLX	\$7.54
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YGY-YMDR-GHRR	\$5.42
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1K4H-JLXN-PJ33	\$29.08
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GV6-R3KW-66W6	\$44.00
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GV6-R3KW-LX44	\$175.49
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PWT-L3XY-QR4G	\$10.02
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KGM-11W1-G7RX	\$59.79
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DFP-LDRX-QTXG	\$86.74
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XPR-Q41M-JW13	\$18.48
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14M1-1MFJ-713M	\$37.14
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MTD-VRJV-9HN7	\$109.64
10/18/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PNF-TTMY-WM4M	\$76.93
10/18/2022	Blick Art Materials	Core Teaching/Student Supplies	9236494	\$124.10
10/18/2022	BookShark, LLC	Core Teaching/Student Supplies	BI0013662	\$268.25
10/18/2022	Crafty School Crates	Core Teaching/Student Supplies	21713	\$231.50
10/18/2022	Crafty School Crates	Core Teaching/Student Supplies	21715	\$275.30
10/18/2022	Home Science Tools	Core Teaching/Student Supplies	448420	\$187.60
10/18/2022	Home Science Tools	Core Teaching/Student Supplies	449224	\$19.95
10/18/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-B17D861B09202208	\$134.63
10/18/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	535223092622	\$44.69
10/18/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993663	\$85.13
10/18/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993661	\$183.63
10/18/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993659	\$180.70
10/18/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993660	\$180.70
10/18/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993658	\$180.70
10/18/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1853620	\$181.65

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10/18/2022	MoxieBox Art Inc.	Core Teaching/Student Supplies	9220	\$190.97
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3868029	\$482.93
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880585	\$47.07
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880660	\$92.75
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880544	\$116.95
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880775	\$107.30
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880555	\$104.26
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880766	\$72.85
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880618	\$64.35
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880672	\$92.75
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880525	\$107.30
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880773	\$92.75
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880777	\$72.70
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880520	\$92.00
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3880627	\$92.00
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3881722	\$107.30
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3881602	\$70.89
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3884922	\$40.07
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3884923	\$20.50
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3887806	\$77.95
10/18/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3888990	\$92.75
10/18/2022	Staples Business Credit	Core Teaching/Student Supplies	7365820805-0-1	\$76.70
10/18/2022	Ashley Davis	Educational Services	DAV101222	\$11.00
10/18/2022	California Surf Museum	Educational Services	92022	\$50.00
10/18/2022	Casey Rojas	Educational Services	ROJ092622	\$41.25
10/18/2022	Cheryl McCormick	Educational Services	8	\$1,440.00
10/18/2022	Fleet Science Center	Educational Services	52099	\$157.00
10/18/2022	Fleet Science Center	Educational Services	54282	\$390.00
10/18/2022	Nicole the Math Lady, LLC	Educational Services	5431	\$129.00
10/18/2022	Nicole the Math Lady, LLC	Educational Services	5434	\$59.00
10/18/2022	Nicole the Math Lady, LLC	Educational Services	5432	\$99.00
10/18/2022	Nicole the Math Lady, LLC	Educational Services	5435	\$59.00
10/18/2022	Nicole the Math Lady, LLC	Educational Services	5456	\$99.00
10/18/2022	Nicole the Math Lady, LLC	Educational Services	5433	\$129.00
10/18/2022	Nicole the Math Lady, LLC	Educational Services	5505	\$99.00

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10/18/2022	Certifix Live Scan	Fingerprinting	67900	\$25.00
10/18/2022	Department of Justice	Fingerprinting	586993	\$81.00
10/18/2022	Department of Justice	Fingerprinting	612064	\$32.00
10/18/2022	Knight Security & Fire Systems	Fire, Alarm & Pest control	151159	\$20.00
10/18/2022	Great American Insurance Group	General Liability Insurance	010Oct2022LU	\$2,865.00
10/18/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14528	\$64.00
10/18/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14525	\$2,437.00
10/18/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14597	\$2,271.00
10/18/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14526	\$5,712.00
10/18/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14527	\$3,163.00
10/18/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14529	\$2,885.00
10/18/2022	Amazon Capital Services, Inc.	Materials & Supplies - Office	1F6X-G9KY-GGVQ	\$88.57
10/18/2022	Staples Business Credit	Materials & Supplies - Office	7365397067-0-1	\$382.03
10/18/2022	Staples Business Credit	Materials & Supplies - Office	7365370598-0-1	\$72.57
10/18/2022	Amazon Capital Services, Inc.	Postage & Delivery - Educational	1T7N-TDYH-NQKX	\$74.50
10/18/2022	Marzano Resources	Professional Development	M213992	\$660.00
10/18/2022	Solution Tree	Professional Development	S266083	\$447.50
10/18/2022	Multi-Health Systems, Inc.	Special Education Services	SIP00231101	\$53.13
10/18/2022	NCS Pearson, Inc.	Special Education Services	19706451	\$94.50
10/18/2022	NCS Pearson, Inc.	Special Education Services	19728209	\$167.15
10/18/2022	Amazon Capital Services, Inc.	Technology Equipment - Staff	1D97-PKV4-6HW1	\$30.73
10/18/2022	Amazon Capital Services, Inc.	Technology Equipment - Staff	1RX9-RR9J-DH4V	\$113.74
10/18/2022	Cidi Labs, LLC	Technology Services & Software - Educat	11210	\$1,114.00
10/18/2022	T-Mobile	Technology Services & Software - Educat	010Oct2022	\$1,360.80
10/18/2022	Southern California Edison	Utilities - Gas/Electric/Water	009SeptSCE2022LU	\$276.24
10/18/2022	Marsh & McLennan Agency, LLC	Workers Compensation	2010607	\$2,514.50
10/21/2022	FIS LOCKBOX OPERATIONS ATTN:PITNEY B	Postage & Delivery - Educational	012.LU	\$5,000.00
10/24/2022	Cody Simms	Board Stipends - Attendance	10Oct2022LU	\$300.00
10/24/2022	Kent Christensen	Board Stipends - Attendance	10Oct2022LU	\$300.00
10/24/2022	Susan Ann McDougal	Board Stipends - Attendance	10Oct2022LU	\$300.00
10/25/2022	Prime Educational Solutions	Back Office Fees	1072	\$49,000.00
10/25/2022	Prime Educational Solutions	Back Office Fees	1072	\$43,216.73

Elite Academic Academy - Instructional Service Community Partner (October 2022)

<b><u>Partner Name</u></b>	<b><u>Description of Services</u></b>	<b><u>Link to EAA VCI 2022-2023 Applications</u></b>
Paint it Black Art, LLC	Fine art classes for grades K-12	<a href="#">Paint it Black Art, LLC EAA VCI 22-23 Application</a>
Rock 'n Tumble LLC	Gymnastics instruction (vault, bars, balance beam, tumbling and mini trampoline)	<a href="#">Rock 'n Tumble LLC EAA VCI 22-23 Application</a>
Beyond Today Sports Institute	Performance training, sports psychology, mental wellness, college recruiting education, family youth sports counseling, academic motivation coaching, coaching and Elite basketball training.	<a href="#">Beyond Today Sports Institute EAA VCI 22-23 Application</a>
CrossFit Reverb	Physical Fitness - Crossfit	<a href="#">CrossFit Reverb EAA VCI 22-23 Application</a>
Ice town Riverside	Ice skating and hockey lessons	<a href="#">Ice town Riverside EAA VCI 22-23 Application</a>
Randall Music School	Private in home and online music lessons (voice, piano, guitar and ukulele)	<a href="#">Randall Music School EAA VCI 22-23 Application</a>
Riffs Music	Music lessons (piano, voice, guitar, drums, bass, ukulele and banjo)	<a href="#">Riffs Music EAA VCI 22-23 Application</a>

Elite Academic Academy - Educational Material Partners - October 2022

<b><u>Partner Name</u></b>	<b><u>Product Description</u></b>	<b><u>Link to EAA EMR 2022-2023 Applications</u></b>
Generation Genius, Inc.	Online subscription to K-8 Math and Science videos and lessons	<a href="#">Generation Genius, Inc. EAA EMR 22-23 Application</a>
Tappity, Inc.	Interactive Science app for kids 4-10 (iOS)	<a href="#">Tappity, Inc. EAA EMR 22-23 Application</a>
Brick Math	Math books and brick sets	<a href="#">Brick Math EAA EMR 22-23 Application</a>



October 11, 2022

**Re: [REDACTED] Employment Status**

[REDACTED],

Per your communication with Scott Michaelson today, October 11, 2022, your employment as a Lead Teacher of Record - Virtual, with Elite Academic Academy - Lucerne, has been terminated, effective as of today (October 11, 2022).


Please return all company-owned property within 5 business days. You will be provided with a FedEx label to use in order to mail any equipment.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. Company Property Return Form
4. For Your Benefit (Form 2320)
5. Notice to Terminating Employees- Health Insurance Premium Notice (and COBRA documentation)

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:  
  
F52A6A160B834C3

Tracy J. Hasper, Esq. - Chief Personnel Officer



**Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361**

WHEREAS, in response to the novel coronavirus (“COVID-19”) pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act (“Brown Act”) were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and  
WHEREAS, social distancing measures have been imposed to mitigate the spread of COVID-19; and

WHEREAS, the governing board of the Elite Academic Academy- Lucerne believes the spread of COVID-19 poses an imminent risk to the health and safety of in person meeting attendees; and WHEREAS, the governing board is committed to open and transparent governance in compliance with the Brown Act; and WHEREAS, the governing board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the governing board of the Elite Academic Academy-Lucerne recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED, that the governing board recognizes that social distancing measures remain recommended by state and local officials.

BE IT FURTHER RESOLVED, that the governing board finds that holding in-person meetings would present imminent risks to the health or safety of attendees due to the cause of the State of Emergency and that the cause of the State of Emergency directly impacts the ability of the governing board members to meet safely in person.

BE IT FURTHER RESOLVED, the governing board of the Elite Academic Academy-Lucerne authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

Adopted this day of the month of in 2022.

Motion made by:

Second made by:

List members voting "aye:"

List members voting "no:"

List members abstaining:

List members



## TERMS LETTER

Dated as of September 21, 2022

Elite Academic Academy-Lucerne  
8560 Aliento Road  
Lucerne Valley, CA 92356

Reference: Receivables Purchase Agreement

Ladies and Gentlemen:

Reference is made to that certain Receivables Purchase Agreement of even date herewith, as amended from time to time ("Receivables Purchase Agreement"), by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation, as purchaser ("Purchaser"), ELITE ACADEMIC ACADEMY-LUCERNE, a California nonprofit public benefit corporation, as operator (in such capacity, "Seller") and on behalf of ELITE ACADEMIC ACADEMY - LUCERNE. This letter is the "Terms Letter" as defined in the Receivables Purchase Agreement and amends and restates each other Terms Letter between the parties executed in connection with the Receivables Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Receivables Purchase Agreement.

The parties hereto agree as follows:

1. Definitions

"Agreement Termination Date" means September 20, 2023.

"Attesting Party" means Elite Academic Academy-Lucerne.

"Authorizing Entity" means Lucerne Valley Unified School District, including any successor or replacement entity responsible for granting or renewing any School's Charter.

"Charter" means the charter petition approved by the Authorizing Entity on December 14, 2017, providing for a 5-year term beginning on July 1, 2018, and ending on June 30, 2023, as extended to June 30, 2025, by California Assembly Bill 130 on July 9, 2021, including all attachments, exhibits and schedules thereto, as the same may be amended, modified, supplemented, extended, or renewed from time to time.

"Fee Schedule" shall mean the Fee Schedule attached to this Terms Letter as Schedule I.

"Gross Receivables Value" equals the amount set forth in Section 3(a) of each Bill of Sale executed pursuant to the Receivables Purchase Agreement.

“Initial Closing Date” means the date on which Seller first sells to Purchaser, and Purchaser first purchases from Seller, any Receivables.

“Initial Purchase (Face Value)” equals the amount set forth on Schedule II of each Bill of Sale executed pursuant to the Receivables Purchase Agreement.

“Manager” means N/A.

“Obligor” means the State of California, San Bernardino County, the San Bernardino County Office of Education, the San Bernardino County Superintendent of Schools, the Lucerne Valley Unified School District, the Special Education Local Plan Area (SELPA), and the federal government of the United States of America.

“Program Fee” equals \$0.00, which fee shall be fully earned and payable on and as of the Initial Closing Date.

“Purchaser’s E-Mail Address” means [legal@charterschoolcapital.com](mailto:legal@charterschoolcapital.com).

“Purchase Limit” means the lesser of (i) \$1,350,000.00 of Gross Receivables Value and (ii) \$1,136,200.00 of Initial Purchase (Face Value).

“School’s Address” means 8560 Aliento Road, Lucerne Valley, CA 92356 and 2060-D East Avenida De Los Arboles, #504 Thousand Oaks, CA 91362.

“School’s Names” means Elite Academic Academy-Lucerne, Elite Virtual Academy, Elite Homeschool Academy, Elite Blended Academy and EEA-L.

2. Notice. All demands, notices and communications under the Receivables Purchase Agreement or hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by certified mail, return receipt requested or by facsimile, to (a) in the case of Purchaser, Charter School Capital, Inc., 1000 SW Broadway, Suite 1800, Portland, OR 97205, Attention: Legal Department, email [legal@charterschoolcapital.com](mailto:legal@charterschoolcapital.com), or fax (855) 972-0187; (b) in the case of Seller or Attesting Party, Elite Academic Academy-Lucerne, Attention: Gregory Bordo, c/o Blank Rome LLP, 2029 Century Park East 6th Floor Los Angeles, CA 90067, email [GBordo@blankrome.com](mailto:GBordo@blankrome.com), or fax (424) 239-3409; (c) in the case of an Investor, to such address as Purchaser shall designate from time to time in writing; or, as to each party, at such other address or facsimile number as shall be designated by such party in a written notice to each other party.

3. Purchase Price. The Purchase Price for the Receivables purchased by the Purchaser will be set forth in the applicable Bill of Sale. The Purchase Price will be based upon short-term interest rates, including the London Interbank Offered Rate (“LIBOR”), the prime interest rate as published in The Wall Street Journal from time to time (“Prime Rate”), any other interest rate as may be applicable to Purchaser from time to time, and the characteristics of the Receivables to be purchased. The Seller acknowledges that (a) both LIBOR and Prime Rate may vary daily, and (b)

the Purchase Price for sales of Receivables occurring in the future may change based on fluctuations in the LIBOR and Prime Rate and differences among types of Receivables.

4. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Terms Letter shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, and terms of this Terms Letter and shall in no way affect the validity or enforceability of the other provisions of this Terms Letter.

5. Miscellaneous. This letter (a) may not be amended or modified except by a written instrument executed by the parties hereto, (b) shall remain in effect so long as the Receivables Purchase Agreement shall be in effect, (c) shall be construed in accordance with and governed by the laws of the State of California without regard to principles of conflicts of laws, and (d) shall be binding on, and inure to the benefit of, the respective successors and assigns of the parties hereto.

*[Signature page follows]*

Please signify your agreement to and acceptance of the foregoing by executing this letter in the space provided below.

Very truly yours,

**CHARTER SCHOOL CAPITAL, INC.**, a Delaware corporation, as Purchaser under the Receivables Purchase Agreement

DocuSigned by:  
By: Brad Coburn  
Name: Brad Coburn  
Title: Chief Investment Officer

Agreed to and accepted as of the date first above written:

**ELITE ACADEMIC ACADEMY-LUCERNE**, a California nonprofit public benefit corporation, as Seller under the Receivables Purchase Agreement

DocuSigned by:  
By: Susan McDougal  
Name: Susan McDougal  
Title: Board President

**ELITE ACADEMIC ACADEMY - LUCERNE**, as Attesting Party under the Receivables Purchase Agreement

DocuSigned by:  
By: Kent Christensen  
Name: Kent Christensen  
Title: Board Treasurer

## **SCHEDULE I**

### **Fee Schedule Effective January 1, 2018**

Expedite Fee. Applicable if Seller requests expedited processing (less than 10 days' advance notice) of a funding request. Fee is .5% of the funding amount or \$500, whichever is greater. Expedited processing is available on a case-by-case basis in Purchaser's sole discretion.

Due Diligence Fee. Applicable if Purchaser incurs extraordinary fees or expenses in connection with its due diligence. Typically, such charges will apply in situations that require extensive lien analysis, loan payoffs, lien carve outs, communications with bondholders, discussions with accountants and auditors, and similar time-intensive activities. Charges for outside professionals will be based on Purchaser's actual out-of-pocket costs; in-house counsel is billed at the rate of \$275/hour.

Documentation Fee. Applicable if Purchaser is required to re-draw transaction documents as a result of Seller's failure to inform Purchaser of changes affecting the documents (e.g., changes to authorized signers or titles, change in funding amount, etc.). Fee not to exceed \$500 per re-draw, as determined by Purchaser.

Early Payment Transaction Fee. Applicable if Seller requests an early payment of the Deferred Purchase Price and Purchaser, at its sole discretion, agrees to an early partial payment of the Deferred Purchase Price. The Early Payment Transaction Fee shall be equal to Seller's administrative costs and expenses to process the request, including staff time at the rate of \$275 per hour and out-of-pocket costs.

**RECEIVABLES PURCHASE AGREEMENT**

Dated as of September 21, 2022

between

**ELITE ACADEMIC ACADEMY-LUCERNE**

and

**CHARTER SCHOOL CAPITAL, INC.**

RECEIVABLES PURCHASE AGREEMENT, dated as of September 21, 2022, by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation (“**Purchaser**”), and ELITE ACADEMIC ACADEMY-LUCERNE, a California nonprofit public benefit corporation, as operator (in such capacity “**Seller**”) and on behalf of ELITE ACADEMIC ACADEMY-LUCERNE.

WITNESSETH:

WHEREAS, Seller constitutes and/or operates Elite Academic Academy-Lucerne as a charter school in the State of California (the “**School**”);

WHEREAS, Purchaser desires to purchase, from time to time, Receivables (hereinafter defined) originated by Seller;

WHEREAS, Seller desires to sell from time to time, in the ordinary course of its business, Receivables in order to meet its working capital needs;

WHEREAS, Purchaser may sell and assign from time to time the Receivables to one or more purchasers, including trustees on behalf of beneficial owners (together with their successors and assigns, the “**Investor**”), in connection with the issuance of asset backed securities, the repayment of which will be made from collections on and other proceeds of the Receivables;

WHEREAS, each of Seller and Attesting Party agrees that all representations, warranties, covenants and agreements made by Seller and Attesting Party herein with respect to the Receivables, shall also be for the benefit of the Investor, if any, and the benefit of the holders of securities relating to the Receivables, as assignees of Purchaser; and

WHEREAS, Seller desires to sell to Purchaser certain Attendance Receivables and Grant Receivables as Seller and Purchaser shall agree pursuant to this Agreement.

NOW, THEREFORE, it is hereby agreed among, Seller, Attesting Party, and Purchaser as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms shall have the following meanings:

“Account Control Agreement” means, if applicable, the Account Control Agreement among Purchaser, Seller and Depository Bank, as the same may be amended, modified or replaced from time to time.

“Acknowledgement Resolutions” means a copy of the resolutions certified by an authorized signer of Seller as being a true and complete copy of the resolutions adopted at a duly called meeting in accordance with applicable law, including, without limitation, the California

Brown Act, where a quorum of directors of Seller was present, substantially in the form attached hereto as Exhibit B.

“Adverse Claim” means a Lien other than a Permitted Lien.

“Agreement” means this Receivables Purchase Agreement and all amendments hereof and supplements hereto.

“Agreement Termination Date” shall have the meaning set forth in the Terms Letter.

“Assignment and Account Notice” means a notice from Seller to each Obligor substantially in the form attached hereto as Exhibit C.

“Attendance Receivables” means all of the right of Seller to be paid by an Obligor amounts in respect of the charter school, including but not limited to: the local control funding formula, funding in-lieu of property taxes, the mandate block grant, special education funds, lottery funds, SB 740 funds, after school education and safety program funding, school nutrition program funding, categorical programs, and such other amounts as Seller may be entitled to, as more particularly described in the applicable Bill of Sale, including all monies due or to become due with respect to the foregoing, all amounts received with respect to the foregoing, all proceeds of the foregoing, and any and all claims and causes of action (whether based on contract, tort, statute, or otherwise), and all rights and remedies in law and in equity, related to the entitlement, ownership, collection or otherwise of the foregoing.

“Attendance Trigger Event” shall, with respect to any Receivable, have the meaning set forth in the applicable Bill of Sale.

“Attesting Party” shall have the meaning set forth in the Terms Letter.

“Authorizing Entity” shall have the meaning set forth in the Terms Letter.

“Bill of Sale” means a bill of sale substantially in the form of Exhibit A hereto.

“Business Day” means any day other than (a) a Saturday or Sunday or (b) any other day on which banks in New York, New York; San Francisco, California; Houston, Texas; or any other city in which the Paying Agent administers the paying agency account pursuant to the Paying Agency Agreement; or any other city in which the Deposit Account is located, are authorized or obligated by law, executive order or governmental decree to be closed.

“Charter” shall have the meaning set forth in the Terms Letter.

“Closing Date” means, with respect to any Conveyance hereunder, unless the context otherwise requires, the Initial Closing Date or the date of the applicable Bill of Sale executed by Seller after the Initial Closing Date.

“Conveyance” shall have the meaning set forth in subsection 2.01(a).



“Deferred Purchase Price” with respect to the Receivables purchased on each Closing Date shall have the meaning set forth in Section 3.01(a)(ii).

“Deposit Account” shall have the meaning set forth in the Account Control Agreement.

“Depository” or “Depository Bank” shall have the meaning set forth in the Account Control Agreement.

“Determination Date” shall have the meaning set forth in Section 3.01(a)(ii).

“Dissolution Event” shall have the meaning set forth in Section 6.02.

“Due Diligence Fee” means, if applicable, the due diligence fee shall equal the amount set forth in Schedule I of the Terms Letter.

“Early Payment Transaction Fee” means, if applicable, the early payment transaction fee shall equal the amount set forth in Schedule I to the Terms Letter.

“Expedite Fee” means, if applicable, the expedite fee shall equal the amount set forth in Schedule I to the Terms Letter.

“Grant Receivable” means all of the right of Seller to be paid grant funds (other than categorical block grant funds) by an Obligor pursuant to a grant that has been confirmed by the California State Department of Education or the Obligor and has been accepted by Seller, as described in more detail in the applicable Bill of Sale.

“Initial Closing Date” shall have the meaning set forth in the Terms Letter.

“Insolvency” means, with respect to any entity, the fact or state of being Insolvent.

“Insolvent” means, with respect to any entity, that both (1) such entity is unable to pay its debts as they become due and (2) the amount of such entity’s liabilities exceeds the amount of such entity’s assets.

“Investor” shall have the meaning set forth in the Recitals hereto.

“Lien” means any interest in property securing an obligation owed to, or a claim by, a Person other than the owner of such property, whether such interest is based on the common law, statute or contract, and including any security interest, charge, claim or lien arising from a security agreement, mortgage, deed of trust, deed to secure debt, encumbrance or pledge for security purposes or lease, consignment or bailment for security purposes.

“Manager” shall have the meaning set forth in the Terms Letter.

“Manager Guaranty” shall have the meaning set forth in the Terms Letter.

“Manager Representations and Warranties Agreement” shall have the meaning set forth in the Terms Letter.

“Material Adverse Effect” means a material adverse effect on (i) the business, operations, properties or condition, financial or otherwise, or in the earnings, business affairs or business prospects of Seller or Attesting Party (including but not limited to, revocation or non-renewal or warning of revocation, probation, abandonment, inactivity or non-renewal of the Charter, the breach of any representation, warranty or covenant of the Charter, or the termination or warning of termination of the Charter), (ii) the validity or enforceability of any Transaction Document or the rights or remedies of the parties thereunder, or (iii) the collectability or enforceability of any Receivable or the proceeds thereof.

“Maximum Deferred Purchase Price” with respect to Receivables purchased on each Closing Date shall mean the amount specified under the heading “Maximum Deferred Purchase Price” in the related Bill of Sale.

“Obligor” shall have the meaning set forth in the Terms Letter.

“Paying Agency Agreement” means each Paying Agency Agreement among Purchaser, Seller, Attesting Party and Paying Agent entered into with respect to this Agreement, as the same may be amended or modified from time to time.

“Paying Agent” means U.S. Bank National Association or any successor thereto or replacement thereof under a Paying Agency Agreement.

“Permitted Liens” means Liens expressly contemplated by the Transaction Documents.

“Person” means any person or entity, whether or not a legal entity, including any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, bank, trust company, estate (including any beneficiaries thereof), unincorporated organization or government or any agency or political subdivision thereof.

“Program Fee” shall have the meaning set forth in the Terms Letter.

“Purchase Limit” shall have the meaning set forth in the Terms Letter.

“Purchase Price” with respect to the Receivables purchased on each Closing Date shall equal the sum of the Upfront Purchase Price as specified in the related Bill of Sale and the Deferred Purchase Price.

“Purchaser” shall have the meaning set forth in the Recitals hereto.

“Purchaser’s E-Mail Address” shall have the meaning set forth in the Terms Letter.

“Receivables” means the Attendance Receivables and Grant Receivables identified in each Bill of Sale.

“Receivables Files” means (i) originals of this Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreement (as applicable), (ii) copies of each Acknowledgment Resolution and each Assignment and Account Notice, (iii) with respect to Attendance Receivables, copies or originals of all monthly attendance summaries relating to the Receivables, and P-1 and P-2 filings made with the State of California Department of Education relating to the Receivables, (iv) with respect to Grant Receivables, copies of the relevant grant award notification from the California State Department of Education or the Obligor, Seller’s acceptance of such grant, all assurances and certifications made by Seller in connection with such grant, the application made by Seller for such grant, and all correspondence, notices, reports, and other documents to or from the California Department of Education or the Obligor relating to such grant, (v) UCC financing statements filed pursuant to this Agreement, and (vi) all notices to or from or correspondence with the California Secretary of State, the Authorizing Entity or any other governmental entity relating to the Receivables.

“Receivables Information” means any and all information relating to the Receivables, including correspondence with the State of California, the California Department of Education or the Authorizing Entity.

“Representation Parties” means Seller and Attesting Party.

“Repurchase Price” means, with respect to any Receivable to be repurchased by Seller, the portion of the Purchase Price that has been paid by Purchaser as of the date of the repurchase for such Receivable, less any amounts paid to Purchaser by an Obligor with respect to such Receivable, plus interest at ten percent (10%) per annum (calculated on an actual/360 basis) on the unpaid amount since the date the Purchase Price was paid by Purchaser.

“School” shall have the meaning set forth in the Recitals.

“School’s Address” shall have the meaning set forth in the Terms Letter.

“School’s Name” shall have the meaning set forth in the Terms Letter.

“Seller” shall have the meaning set forth in the first paragraph of this Agreement.

“State” means the State of California.

“Terms Letter” shall mean the terms letter, dated the date hereof, executed by Purchaser and acknowledged by Seller and each Attesting Party as the same may be amended or modified from time to time.

“Transaction Documents” means this Agreement, the Terms Letter, the Paying Agency Agreement, the Account Control Agreement, if applicable, the Assignment and Account Notice, each Bill of Sale and any other document or instrument delivered pursuant hereto, including without limitation, any ACH authorization form executed by Seller or any Attesting Party with respect to any one or more checking/savings account(s) owned in the name of such person.

“UCC” means the California Uniform Commercial Code, as amended from time to time.

“Upfront Purchase Price” with respect to the Receivables purchased on each Closing Date shall mean the amount and installments, if applicable, specified under the heading “Upfront Purchase Price” in the related Bill of Sale.

Section 1.02. Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) Unless the context otherwise requires, (a) references to parties to agreements shall be deemed to include the successors and assigns of such parties; (b) references to statutes or regulations shall be deemed to include such statutes or regulations as the same may be amended, supplemented or otherwise modified or replaced from time to time; (c) the term “include” and all variations thereof shall mean “include without limitation”; (d) references to an Article or Section such as “Article One” or “Section 1.01” shall refer to the applicable Article or Section of the related agreement; (e) references to the term “or” shall include “and/or”; (f) terms used herein that are defined in the UCC and not otherwise defined herein, shall, unless the context requires otherwise, have the meaning set forth in the UCC; (g) in the computation of a period of time from a specified date to a later specified date, the word “from” shall mean “from and including” and the words “to” and “until” shall mean “to but excluding”; (h) terms include, as appropriate, all genders and the plural as well as the singular; and (i) references to the words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement or any Transaction Document shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and Section, Subsection, Schedule and Exhibit references contained in this Agreement are references to Sections, Subsections, Schedules and Exhibits in or to this Agreement unless otherwise specified.

ARTICLE II

PURCHASE AND CONVEYANCE OF RECEIVABLES

Section 2.01. Purchase.

(a) Subject to the terms and conditions set forth herein, and subject to satisfaction of the conditions precedent set forth in Section 3.02 and 3.03, Seller agrees to sell, transfer, set over and otherwise convey to Purchaser (each, a “Conveyance”), and Purchaser agrees to purchase, without recourse except as provided herein, on each Closing Date, all of Seller’s right, title and interest in, to and under the Receivables identified on the related Bill of Sale, the Receivables Files relating thereto, all monies due or to become due and all amounts received with respect thereto, and all proceeds thereof.

(b) It is the intent of Seller and Attesting Party that immediately prior to giving effect to the sale and transfer of the Receivables contemplated hereby, on the applicable Closing

Date, the Receivables identified on the related Bill of Sale will be owned solely by Seller. To further evidence the intent of the parties hereto that all right, title, and interest in, to, and under the Receivables identified on the related Bill of Sale, the Receivables Files relating thereto, all monies due or to become due and all amounts received with respect thereto, and all proceeds thereof, are being sold and transferred to Purchaser pursuant to this Agreement and the related Bill of Sale, subject to the terms and conditions set forth herein, and subject to satisfaction of the conditions precedent set forth in Section 3.02 and 3.03, Attesting Party agrees to quitclaim, sell, transfer, set over and otherwise convey to Purchaser, and Purchaser agrees to purchase, without recourse except as provided herein, on each Closing Date, all of Attesting Party's right, title and interest, if any, in, to and under the Receivables identified on the related Bill of Sale, the Receivables Files relating thereto, all monies due or to become due and all amounts received with respect thereto, and all proceeds thereof. Seller and Attesting Party hereby authorize Purchaser to record and file, at the expense of Purchaser, any financing statements (and continuation statements with respect to such financing statements when applicable) with respect to the Receivables now existing and hereafter created, meeting the requirements of applicable state law in such manner and in such jurisdictions as are necessary to perfect, and maintain perfection of, the sale of the Receivables by Seller to Purchaser.

(c) Each of Seller and Attesting Party hereby irrevocably authorizes Purchaser to file any financing statements and amendments thereto as may be required or advisable in order to perfect or to continue the perfection of the security interest in the Receivables now existing and hereafter created, including, without limitation, financing statements that describe the collateral as being of an equal, greater, or lesser scope, or with greater or lesser detail, than as set forth in the definition of "Receivables," regardless of whether any particular asset included in the Receivables falls within the scope of Article 9 of the UCC. Seller and each Attesting Party also hereby ratifies its authorization for Purchaser to have filed in any jurisdiction any like financing statements or amendments thereto if filed prior to the date of execution hereof.

(d) Seller and Attesting Party shall on or prior to the date hereof and as new Receivables are transferred hereunder, indicate on its computer files and other books and records that such Receivables have been conveyed to Purchaser in accordance with this Agreement. Each of Seller and Attesting Party further agrees not to alter the indicators described in this paragraph with respect to any Receivable during the term of this Agreement unless such Receivable is repurchased in accordance with the terms of Section 4.02(c).

(e) The parties hereto intend that the conveyance of Seller's and Attesting Party's respective right, title and interest in and to the Receivables shall constitute a sale, conveying good title free and clear of any Liens, claims, defenses, encumbrances or rights of others from Seller and Attesting Party to Purchaser and that the Receivables shall not be part of Seller's estate or Attesting Party's estate in the event of the insolvency, bankruptcy, or similar event with respect to Seller or Attesting Party, as applicable. It is the intention of the parties hereto that the arrangements with respect to the Receivables shall constitute a purchase and sale of such Receivables and not a loan. In the event, however, that it were to be determined that the transactions evidenced hereby constitute a loan and not a purchase and sale, then this Agreement shall constitute a security agreement under applicable law, and Seller and Attesting Party shall each be deemed to have granted to Purchaser, and Seller and Attesting Party each hereby grants to

Purchaser to secure its respective obligations hereunder and under the other Transaction Documents, a first priority perfected security interest in all of Seller's and Attesting Party's respective right, title and interest, whether now owned or hereafter acquired, in, to and under all Receivables and the proceeds thereof. In addition, in the event that it were to be determined that the transactions evidenced hereby constitute a loan and not a purchase and sale, then it is the intent of the parties hereto to legally encumber the Receivables within the meaning of Article 9 of the UCC.

(f) Reserved.

(g) If required in connection with this Agreement, the parties hereto, together with the Depository, have entered into the Account Control Agreement. Pursuant to the terms of this Agreement and the Account Control Agreement, payments to Seller on the Receivables and conveyed by Seller to Purchaser, shall be made by the Obligor to the Deposit Account. As directed by Purchaser under the Account Control Agreement, the Depository will transfer the amounts owned by Purchaser from the Deposit Account to the account listed in the instructions provided by Purchaser and the Depository will either (i) transfer the amounts, if any, owned by Seller from the Deposit Account to the account of Seller listed in the instructions provided by Purchaser or (ii) transfer the remaining amounts, if any, payable to Seller from the Deposit Account to the Paying Agency Account and then transfer such amounts to the account listed in the instructions provided by Purchaser. It is the intention of the parties hereto that the arrangements with respect to the Receivables shall constitute a purchase and sale of such Receivables and not a loan, and thus that Seller will have no interest in collections on the Receivables held in the Deposit Account. In the event, however, that it were to be determined that the transactions evidenced hereby constitute a loan and not a purchase and sale, then this Agreement shall constitute a security agreement under applicable law, and Seller shall be deemed to have granted to Purchaser, and Seller does hereby grant to Purchaser to secure its obligations hereunder and under the other Transaction Documents, a first priority perfected security interest in all of Seller's right, title, and interest, whether now owned or hereafter acquired, in, to, and under the Deposit Account, amounts on deposit therein, and the proceeds thereof.

#### Section 2.02. Servicing of Receivables.

From and after the related Closing Date, each Receivable transferred to Purchaser hereunder shall be serviced by Purchaser or its designee. This Section shall not relieve Seller or Attesting Party from any of its obligations set forth in this Agreement.

#### Section 2.03. Additional Purchases.

If Seller requests that Purchaser purchase more Receivables than the estimated amount set forth in the Bill of Sale to be sold with respect to this Agreement, Purchaser may agree or refuse to make such purchases in its sole discretion. Purchaser may charge Seller additional fees for agreeing to the change.

ARTICLE III

CONSIDERATION AND PAYMENT; CLOSING AND SUBSEQUENT PURCHASES

Section 3.01. Purchase Price.

(a) For each Conveyance of Receivables, the Purchase Price shall be payable by Purchaser to Seller in cash as follows:

(i) The Upfront Purchase Price specified under the heading “Upfront Purchase Price” on Schedule II to the applicable Bill of Sale will be paid by Purchaser to Seller in the manner, in such installments and on such dates as provided in the applicable Bill of Sale; provided however, if there is a breach of a covenant set forth in Sections 5.01(y) or 5.01(aa) or of the representation and warranty set forth in Section 4.01(a)(vii)(d), (e) or (f) then the Purchaser shall not be obligated to make any installments of the Upfront Purchase Price to the Seller on or after the date of such breach.

(ii) The “Deferred Purchase Price” with respect to a Receivable shall be equal to the Maximum Deferred Purchase Price with respect to such Receivable less the sum of (A) all reductions described in Section 4.02(c)(ii) with respect to such Receivable, (B) without duplication, the amount of all credits, rebates, discounts, offsets, withholdings, allowances, disputes, counterclaims, defenses, chargebacks, and other adjustments that arise from the acts or omissions of Seller and that are applied by the Obligor to reduce the amount paid by the Obligor under such Receivable or that otherwise result in a reduction of the amount of funds actually received by the Paying Agent with respect to such Receivable, and (C) upon the request of Seller and at the sole discretion of Purchaser, any early payments of the Deferred Purchase Price made by Purchaser to Seller. The Deferred Purchase Price with respect to each Receivable shall be paid by Purchaser to Seller not later than seven (7) Business Days after Purchaser determines that the Paying Agent has actually received all amounts that the Obligor is going to pay on such Receivable (such determination date by Purchaser is the “**Determination Date**”). At the sole discretion of Purchaser and upon Seller’s request for early payment, Purchaser may make one or more partial payments of the Deferred Purchase Price before the Determination Date, provided that Seller executes the acknowledgement of payment. For each such early partial payment, Seller shall pay to Purchaser an Early Payment Transaction Fee.

(b) Notwithstanding any other provision of this Agreement, but subject to Section 3.01(a)(i), neither Seller, nor Attesting Party shall be obligated to sell any Receivable to Purchaser to the extent that Seller is not paid the Purchase Price therefor as provided herein.

Section 3.02. Initial Closing Date Conditions.

This initial purchase of Receivables is subject to the satisfaction of the following conditions:

(a) Purchaser shall have received the following, in each case, unless otherwise noted, dated as of the Initial Closing Date:

(i) copies of the articles of incorporation of Seller and Attesting Party, if the Attesting Party is a legal entity, certified by the Secretary of State of California, together with a good standing certificate from the Secretary of State of the State of California and confirmation of good standing and active status from the applicable school district, each dated a recent date prior to the Initial Closing Date;

(ii) evidence of the authority of Seller and Attesting Party, if the Attesting Party is a legal entity, to execute, deliver and perform this Agreement, the Terms Letter, the Paying Agency Agreement and/or the Account Control Agreement, and each other Transaction Document, certified as of the Initial Closing Date by the secretary or other authorized officer of Seller, and Attesting Party if the Attesting Party is a legal entity, as being in full force and effect without modification or amendment;

(iii) signature and incumbency certificates of the officers of Seller and Attesting Party, if the Attesting Party is a legal entity, executing this Agreement, or other authorized persons executing this Agreement, the Terms Letter and each other Transaction Document;

(iv) an executed original of this Agreement, the Terms Letter, and the initial Bill of Sale;

(v) copies of the most recent adopted budget of Seller, together with evidence that such budget(s) were timely filed with the Authorizer, if required by the Authorizer, the terms of the Charter, or applicable laws, regulations or policies.

(vi) copies of the unaudited financial statements of Seller, School, and Attesting Party (on a consolidated basis), if available for the most recently completed quarter or month end;

(vii) copies of the audited financial statements of Seller, School, and Attesting Party (on a consolidated basis), for the most recently completed fiscal year end;

(viii) with respect to all Attendance Receivables being purchased on the Initial Closing Date, copies of all applicable P-1 and P-2 filings made with the State of California Department of Education relating to the Attendance Receivables, together with all notices to or from or correspondence with the California Secretary of State, the Authorizing Entity or any other governmental entity relating to the Attendance Receivables; and

(ix) a copy of the Charter, including all amendments thereto;

(x) with respect to all Grant Receivables being purchased on the Initial Closing Date:

(A) copies of all grant award notifications from the State of California Department of Education or the federal government of the United States of America relating to the Grant Receivables;

(B) copies all acceptances of such grant award notifications, together with all notices to or from or correspondence with the California Department of



Education, the Authorizing Entity or any other governmental entity relating to the Grant Receivables; and

- (xi) an executed copy of the Paying Agency Agreement and Account Control Agreement, if applicable;
- (xii) if applicable, a Manager Representations and Warranties Agreement, executed by Manager;
- (xiii) if applicable, a Manager Guaranty executed by Manager;
- (xiv) such other documents as Purchaser may reasonably request.

(b) Purchaser shall have received an officer's certificate from Seller and each Attesting Party dated as of the Initial Closing Date to the effect that:

- (i) each representation and warranty of Seller or any Attesting Party contained in this Agreement is true and correct on and as of such day as though made on and as of such date;
- (ii) each representation and warranty of Seller or any Attesting Party contained in a certification, assurance or representation made by Seller to the California Department of Education, the Obligor, the Authorizing Entity, or any other governmental entity in connection with any Receivable, is true and correct on and as of such day as though made on and as of such date, based upon a diligent inquiry;
- (iii) no event has occurred and is continuing, or would result from the transactions contemplated by this Agreement, that would result in a Material Adverse Effect; and
- (iv) Seller and each Attesting Party shall not be Insolvent nor will it be made Insolvent by such transfer or be aware of any such pending Insolvency.

(c) All corporate and other proceedings taken or to be taken in connection with the transactions contemplated hereby and all documents incidental thereto shall be satisfactory in form and substance to Purchaser, and Purchaser shall have received all such counterpart originals or certified copies of such documents as Purchaser may reasonably request.

(d) Purchaser shall have received (i) certified copies of UCC searches naming Seller and Attesting Party as debtor and (ii) copies of file stamped UCC-1 financing statements naming Seller and Attesting Party as debtor, and Purchaser as secured party describing the Receivables and all proceeds of the foregoing, and (iii) copies of such financing statements as may be filed pursuant to the terms hereof, filed with the office of the Secretary of State of the State of California.

(e) Seller shall have duly and properly adopted an Acknowledgement Resolution directing each applicable Obligor to make all payments on the Receivables to the account specified in the Paying Agency Agreement and/or Account Control Agreement (as applicable), and Purchaser shall have received a certified copy of each Acknowledgment

Resolution. Seller shall have delivered to each applicable Obligor the Assignment and Account Notice directing each applicable Obligor to make all payments on the Receivables to the account specified in the Paying Agency Agreement and/or the Account Control Agreement (as applicable), and Purchaser shall have received (i) a copy of each Assignment and Account Notice and (ii) written evidence satisfactory to it that the Assignment and Account Notice has been delivered to each applicable Obligor.

(f) Seller and Attesting Party shall have executed the Paying Agency Agreement and/or the Account Control Agreement, as applicable.

Section 3.03. Closing Date Conditions.

The sale of Receivables and the other property and rights related thereto described in Section 2.01 on any Closing Date shall be subject to the satisfaction of each of the following conditions as of the related Closing Date:

(a) Seller and Attesting Party shall have delivered to Purchaser a duly executed Bill of Sale not later than 8:30 a.m., Pacific time two business days prior to the Closing Date, and the Receivables described therein shall be acceptable to Purchaser in its sole discretion.

(b) Seller and Attesting Party shall not be Insolvent nor will it be made Insolvent by such transfer nor be aware of any such pending Insolvency.

(c) The purchase of the related Receivables on such Closing Date will not violate the Charter or any law, statute, rule or regulation applicable to Seller and Attesting Party.

(d) The representations and warranties of Seller and Attesting Party contained in this Agreement and each other Transaction Document are true and correct as of the related Closing Date, provided, however, that this section does not apply to any representation or warranty relating to a Receivable that was transferred to Purchaser prior to such Closing Date.

(e) Each Acknowledgement Resolution and each Assignment and Account Notice shall not have been rescinded or modified in a manner not approved in writing by Purchaser.

(f) With respect to the Attendance Receivables being purchased on such Closing Date, Seller shall have provided to the applicable Authorizing Entity and to Purchaser or its designee (i) all notices to or from or other relevant correspondence with the California Department of Education, the Authorizing Entity or any other governmental entity, (ii) the relevant attendance reports, and (iii) any other documentation reasonably requested by Purchaser, and such notices, correspondence, documentation and the attendance reports shall have been reviewed and approved by Purchaser or its designee.

(g) With respect to the Grant Receivables being purchased on such Closing Date, Seller shall have provided to the applicable Authorizing Entity and to Purchaser or its designee copies of the relevant grant award notification from the California State Department of Education or the Obligor, Seller's acceptance of such grant, all assurances and certifications made by Seller in connection with such grant, all correspondence, notices, reports, and other documents

to or from the California Department of Education or the Obligor relating to such grant, and any other documentation reasonably requested by Purchaser, and all of the foregoing shall have been reviewed and approved by Purchaser or its designee.

(h) Seller shall not be in default of any of its obligations under this Agreement or any other Transaction Document.

(i) Purchaser shall have received the following, in each case, unless otherwise noted, certified as of the Closing Date:

- (i) the most recent versions of the information required by Section 3.02(v) through (xi); and
- (ii) such other documents as Purchaser may reasonably request.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of Representation Parties Relating to Seller.

(a) Representations and Warranties. As of each Closing Date each of the Representation Parties hereby represents and warrants to, and agrees with, Purchaser, with respect to the Receivables to be transferred on such Closing Date, that:

(i) Organization. Seller has been duly organized and is validly existing and in good standing as a nonprofit public benefit corporation under the laws of the State of California and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(ii) Capacity; Authority; Validity. Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents and to perform all of the obligations to be performed by it under this Agreement and the other Transaction Documents. This Agreement and the other Transaction Documents, and the consummation by Seller of the transactions contemplated hereby and by the other Transaction Documents, have been duly authorized by all necessary corporate action on the part of Seller, and each of this Agreement and each other Transaction Document has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller and is enforceable in accordance with its respective terms (except as such enforceability may be limited by limitations on the availability of equitable remedies and by bankruptcy and other laws affecting the rights of creditors generally). Seller has all requisite corporate or other power, and has all governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its

business as now being or as proposed to be conducted, except where the lack of such licenses, authorizations, consents and approvals would not result in a Material Adverse Effect.

(iii) Conflicts; Defaults. Neither the execution and delivery of this Agreement or the other Transaction Documents by Seller nor the consummation of the transactions contemplated by this Agreement or the other Transaction Documents by Seller will (A) conflict with, result in the breach of, constitute a default under, or accelerate the performance required by, the terms of any contract, resolution, instrument or commitment to which Seller is a party or by which Seller is bound, including without limitation, the Charter, (B) violate the articles of incorporation or bylaws, or any other equivalent organizational document, of Seller, or the Charter, (C) result in the creation of any Lien, charge or encumbrance upon any of the Receivables except pursuant to the terms hereof, or (D) unless obtained prior to the date hereof, require the consent or approval of any other party to any contract, instrument or commitment to which Seller is a party or by which it is bound. Seller is not subject to any agreement with any regulatory authority which would prevent the consummation by Seller of the transactions contemplated by this Agreement or other Transaction Documents or otherwise impair collections on the Receivables or affect the enforceability of the Transaction Documents or the transactions contemplated thereby. Seller is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal, which could have a Material Adverse Effect. Seller is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound (including, without limitation, the Charter), which could have a Material Adverse Effect.

(iv) Litigation. There is not any claim, audit, litigation, proceeding, arbitration, investigation or material controversy before any court, arbitrator, tribunal, or governmental authority now pending or threatened against or affecting Seller, which might reasonably be expected to materially and adversely affect any of its assets or the ability of Seller to consummate the transactions contemplated by this Agreement or the other Transaction Documents, and, to the best of Seller's knowledge, no such claim, audit, litigation, proceeding, arbitration, investigation or controversy has been threatened or is contemplated and no facts exist which would provide a basis for any such claim, audit, litigation, proceeding, arbitration, investigation or controversy.

(v) Tax Status: Seller is exempt from income taxation under federal and California law.

(vi) No Consent; Etc. No notice to or consent of any person and no consent, license, permit or approval or authorization or exemption by notice or report to, or registration, filing or declaration with, any governmental authority is required (other than those previously obtained and delivered to Purchaser and other than the filing of financing statements in connection with the transfer of the Receivables) in connection with the execution or delivery of this Agreement or the other Transaction Documents by Seller, the validity of this Agreement or the other Transaction Documents with respect to Seller, the enforceability of this Agreement or the other Transaction Documents against Seller, the consummation by Seller of the transactions

contemplated by this Agreement or the other Transaction Documents, or the performance by Seller of its obligations under this Agreement or the other Transaction Documents.

(vii) Charter in Good Standing. (a) The Authorizing Entity has granted a charter to Seller to be or operate a charter school by or as a non-profit corporation under California Education Code Section 47604(c); (b) Seller is in compliance with the terms of its Charter, all applicable laws, rules, policies and procedures (except to the extent such noncompliance would not have a Material Adverse Effect), and is in good standing with the Authorizing Entity that has issued its charter; (c) Seller is not aware of any action by the Authorizing Entity to non-renew, revoke, suspend or terminate the Charter or to place the Seller or the School on probation; (d) the Authorizing Entity has not voted to revoke the Charter; (e) Seller has not abandoned the Charter; and (f) the Charter is not considered inactive.

(viii) Violations of Law. Seller is not in violation of any laws, ordinances, or governmental rules or regulations to which it, the School, or its facilities are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the operation of the School or its facilities or to the conduct of its activities, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, revenues, and condition (financial or otherwise) of Seller with respect to the School, and there have been no citations, notices, or orders of noncompliance issued to Seller under any such law, ordinance, rule, or regulation with respect to the School.

(ix) Status. Seller is organized as a non-profit corporation and has elected to be or operate a charter school by or as a non-profit under California Education Code Section 47604(a).

(x) No Audit. Seller is not under audit, whether regular, special, financial, special education, or otherwise, or subject to any finding, exception or deficiency by any governmental agency or by FCMAT.

(xi) Not Insolvent. Seller is not Insolvent. No Dissolution Event has occurred with respect to Seller.

(xii) Submission of Applications and Reports. Unless otherwise disclosed to Purchaser in writing, Seller shall have timely submitted all applications, statements and reports, and the required supporting documents for such applications, statements and reports, in order for Seller to receive all eligible state, federal and other aid that Seller is eligible to receive. Seller shall have timely submitted the applications, reports, and submissions and provided all supporting documentation to Authorizer and each governmental entity necessary to receive full funding for all legally available funding sources and has timely resolved any disputed or flagged enrollment or other data entries with the state data systems.

(xiii) The Sold Property. Immediately prior to each Closing Date, the Receivables to be transferred on such Closing Date will be owned by Seller or Attesting Party free and clear of any Adverse Claims. Upon the transfer pursuant hereto, Purchaser shall acquire all of the right, title and interest of Seller and Attesting Party in the Receivables to be sold on such Closing

Date, free and clear of any Adverse Claims. The sale of such Receivables to Purchaser constitutes an absolute and valid sale and transfer for consideration (and not merely the grant of a security interest in such Receivables for security purposes), enforceable against creditors of Seller and Attesting Party and no such Receivable shall constitute property of Seller or Attesting Party following such sale. No financing statement or other similar instrument covering all or part of the Receivables shall at such time be on file in any recording office except as may be filed in favor of Purchaser or its assigns.

(xiv) Accurate Disclosure. All information (whether written or oral), certificates, financial statements and other reports furnished or to be furnished by it to Purchaser hereunder or under the other Transaction Documents, or delivered to Purchaser on or prior to such Closing Date, including without limitation information in the Receivables Files and Receivables Information, are, or when so furnished will be, true and accurate in all material respects, or, in the case of projections, based on good faith reasonable estimates and assumptions that Seller believed to be reasonable at the time such projections were made.

(xv) Pension Liability. Seller has no unfunded pension liabilities.

(xvi) Location of Attendance Receivables Supporting Information. Seller maintains originals of all monthly attendance summaries relating to the Attendance Receivables, P-1 and P-2 filings made with the State of California Department of Education and all related supporting documentation at the School's Address.

(xvii) Location of Grant Receivables Supporting Information. Seller maintains originals of all reports, summaries and certifications relating to the Grant Receivables, any filings or correspondence made with the State of California Department of Education, the United States government, or the Obligor and all related supporting documentation at the School's Address.

(xviii) Assurance and Certifications with respect to each Grant Receivable. The assurances and certifications given by Seller to the California Department of Education, the Obligor, the Authorizing Entity, or any other governmental entity with respect to each Receivable were true and correct on the date given and are true and correct as of the date hereof.

(xix) Valid and Binding. Each Receivable is the legal, valid and binding obligation of the Obligor and is enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

(xx) Names. Seller does not conduct business under any names other than Seller's name and the School's Name(s).

(xxi) Charter. The Charter is the valid and binding obligation of Seller and Seller has not received any notice of breach, suspension, termination or nonrenewal thereunder and no event has occurred or circumstances exist that, upon the passage of time or giving of notice, would constitute a breach thereunder or grounds for termination for cause.

(xxii) No State Aid Reductions. Except as otherwise disclosed to Purchaser in writing, Seller is not subject to any reduction in the Receivables.

(xxiii) No Payment Intercept or Offset Rights. Except for (a) payments subject to intercept by, or offset rights in favor of, the California Department of Education in connection with an outstanding loan under the Charter School Revolving Loan Program described in California Education Code Section 41365, and (b) as consented to in writing by an authorized officer of Purchaser from time to time, the Receivables shall not be subject to intercept by, or subject to any offset rights in favor of, any Person, unless such intercept or offset rights could not, under any circumstances, reduce the amount payable on any Receivable that has been purchased by the Purchaser hereunder.

(xxiv) Seller's Electronic Signatures and Compliance with Law. Seller is in compliance with all applicable statutes, laws, rules, regulations, policies, judgments, decisions, directives, orders and decrees of any governmental authority regulating the use of electronic records and/or electronic signatures by Seller, including without limitation, any statutes, rules or policies which may specify procedures and/or requirements (technology or otherwise) for the use or acceptance (or both) of electronic records and/or electronic signatures to establish the legal effect, validity or enforceability of contracts, agreements or other instruments (collectively, "Electronic Transactions Requirements"). Seller is not in violation of, and has not received notification of a potential violation of, any applicable Electronic Transactions Requirements which could be reasonably be expected to result in the invalidation or voiding of any Transaction Document(s) which have been executed and delivered by Seller using electronic signatures.

(b) Notice of Breach. Upon discovery by either Seller, Attesting Party or Purchaser of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give written notice to the other parties and any Investor as to which Purchaser has provided an address for notices, within three (3) Business Days following such discovery, *provided* that the failure to give notice within three (3) Business Days does not preclude subsequent notice. Seller and Attesting Party hereby acknowledge that Purchaser is relying on the representations hereunder in connection with representations made by Purchaser to secured parties, assignees or subsequent transferees including but not limited to transfers made by Purchaser to any Investor and the grant of a security interest by an Investor.

Section 4.02. Representations and Warranties of the Representation Parties Relating to the Agreement and the Receivables; Repurchase Obligation.

(a) Representations and Warranties. Each of the Representation Parties hereby represents and warrants to Purchaser as of the date hereof, and as of each Closing Date with respect to the Receivables transferred on such Closing Date, that:

(i) This Agreement and each other Transaction Document constitutes a legal, valid and binding obligation of each Representation Party (with respect to the Attesting Party, only to the extent the Attesting Party is a legal entity) enforceable against each Representation Party (with respect to the Attesting Party, only to the extent the Attesting Party is a legal entity) in accordance with its terms, except as such enforceability may be limited by applicable

bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity.

(ii) The Receivables have been conveyed to Purchaser free and clear of any Lien and each Receivable is free and clear of any Lien.

(iii) All authorizations, consents, orders or approvals of or registrations or declarations with any governmental authority and the Authorizing Entity required to be obtained, effected or given by Seller in connection with the conveyance of Receivables to Purchaser have been duly obtained, effected or given and are in full force and effect.

(iv) Each Acknowledgment Resolution has been duly and validly adopted by the governing body of the Seller, has been certified by an authorized signer of Seller and has not in any way been amended, modified, revoked or rescinded and has been in full force and effect since its adoption to and including the Initial Closing Date and on each other Closing Date and is now in full force and effect.

(v) A copy of the Assignment and Account Notice has been delivered to each applicable Obligor and has not been amended, modified, revoked or rescinded.

(vi) Each Receivable is the legal, valid and binding obligation of the Obligor thereunder and is enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

(vii) The Obligor of each Receivable described in a Bill of Sale is obligated to pay to Seller the full unpaid balance of the Receivable specified in the Bill of Sale, and such obligation is not subject to any right of rescission, set-off, counterclaim or defense, and no such right of rescission, set-off, counterclaim or defense has been asserted with respect thereto.

(viii) All Receivables constitute accounts, general intangibles, or proceeds thereof (as each such term is defined in the UCC).

(b) Notice of Breach. Upon discovery by either Seller, Attesting Party or Purchaser of a breach of any of the representations and warranties set forth in this Section 4.02, the party discovering such breach shall give written notice to the other parties and any Investor as to which Purchaser has provided an address for notices, within three (3) Business Days following such discovery; *provided* that the failure to give notice within three (3) Business Days does not preclude subsequent notice. Seller and Attesting Party hereby acknowledges that Purchaser intends to rely on the representations hereunder in connection with representations made by Purchaser to secured parties, assignees or subsequent transferees including but not limited to transfers made by Purchaser to any Investor and the grant of a security interest by an Investor.



(c) Repurchase Obligations and Indemnity Remedy.

(i) In the event of a breach of any representation or warranty of Seller or Attesting Party with respect to any Receivable that is not cured within ten (10) days of notice thereof (provided however, there is no cure period for any breach of a representation and warranty made in Section 4.01(a)(vii)(d), (e) and (f), or any breach of the covenant in Sections 5.01(y) or 5.01(aa)), Purchaser shall provide written notice to Seller and Seller must, on the Business Day following such notice, repurchase the related Receivable by remitting the Repurchase Price immediately to the Investor designated in writing by Purchaser or, if there is no Investor, to Purchaser. In the event of a breach of any covenant of Seller or Attesting Party that is not cured within ten (10) days of notice thereof (provided however, there is no cure period for any breach of a representation and warranty made in Section 4.01(a)(vii)(d), (e) and (f), or any breach of the covenant in Sections 5.01(y) or 5.01(aa)), Purchaser shall provide written notice to Seller and Seller must, on the Business Day following such notice, repurchase the related Receivable by remitting the Repurchase Price immediately to the Investor designated in writing by Purchaser or, if there is no Investor, to Purchaser. Upon any such repurchase by Seller or Attesting Party, Purchaser shall, without any further action, reconvey all of its right, title and interest in and to such Receivable, the related Receivables File, and the proceeds thereof to Seller without recourse, representation or warranty. Purchaser shall, at Seller's expense, take any action Seller may reasonably request to further evidence such reconveyance.

(ii) Purchaser may, at its sole option, waive the requirement that Seller repurchase a Receivable as to which there exists a breach of any representation, warranty or covenant of Seller or Attesting Party and instead (A) reduce the Deferred Purchase Price (but not below zero) by an amount that is no greater than the portion of such Receivable that is not paid by the Obligor thereunder as and when required by the terms thereof, and (B) seek indemnity from Seller and Attesting Party pursuant to Section 7.02(d)(ii) to the extent such unpaid portion of such Receivable exceeds the amount of the reduction made to the Deferred Purchase Price by Purchaser pursuant to clause (A).

(iii) Neither anything contained in this Section 4.02(c), nor any exercise of rights or remedies pursuant to clauses (i) or (ii) above, shall limit the right of Purchaser to seek indemnity pursuant to Section 7.02(d)(ii) or pursue any other rights or remedies at law or in equity as may be available to Purchaser in the event that there is a breach of a representation, warranty or covenant with respect to a Receivable.

## ARTICLE V

COVENANTS

Section 5.01. Covenants of Seller. Seller and Attesting Party hereby covenant and agree, jointly and severally, with Purchaser, until this Agreement has terminated and all Receivables have been collected in full and all other obligations owing hereunder have been fully performed, as follows:

(a) Receivables Not to Be Evidenced by Promissory Notes. Seller will take no action to cause any Receivable to be evidenced by any instrument or chattel paper (as each such term is defined in the UCC).

(b) Security Interests. Except for the conveyances hereunder, Seller will not sell, pledge, assign or transfer to any other Person, or take any other action inconsistent with Purchaser's ownership of the Receivables, or grant, create, incur, assume or suffer to exist any Lien arising through or under Seller on, any Receivable, whether now existing or hereafter created, or any interest therein, and Seller shall not claim any ownership interest in the Receivables and shall defend the right, title and interest of Purchaser in, to and under the Receivables, whether now existing or hereafter created, against all claims of third parties claiming through or under Seller.

(c) Allocations.

(i) Moneys received from, and set-offs, if any, made by, a particular Obligor will be allocated as designated by the Obligor or as required by applicable law. To the extent that an Obligor does not designate the allocation of particular moneys or set-offs and there is no requirement of applicable law, then Purchaser will use commercially reasonable efforts to determine how the Obligor intended such moneys or set-offs to be allocated. To the extent any moneys or set-offs remain unallocated after such use of commercially reasonable efforts, such unallocated moneys or set-offs will be applied first to the oldest outstanding receivable owed by such Obligor to Seller, whether or not such receivable is a Receivable.

(ii) If at any time Seller or any Attesting Party is liable to Purchaser or any of its affiliates by reason of a breach of this Agreement or any other Transaction Document, or otherwise owes money to the Purchaser or any of its affiliates, whether pursuant to this Agreement or otherwise, then, to the maximum extent permitted by law, Purchaser is hereby authorized to set off or recoup the amounts that Seller or any Attesting Party owes to Purchaser or any of its affiliates against (i) all amounts that Purchaser or any of its affiliates owes to Seller or any applicable Attesting Party, whether under this Agreement or otherwise, and (ii) all funds of the Seller or any Attesting Party in the possession of or under the control of the Purchaser or any of its affiliates, whether pursuant to this Agreement or otherwise.

(d) Delivery of Collections. Seller has directed, pursuant to the Acknowledgement Resolution and the Assignment and Account Notice, the County Treasurer, the County Office of Education, the California Department of Education, or the Obligor, as applicable, at or prior to the execution and delivery hereof to make payments on the Receivables directly to the account specified in the Paying Agency Agreement and/or the Account Control Agreement, rather than to Seller. Seller will not revoke, amend or modify any Acknowledgement Resolution or any Assignment and Account Notice. If any collections on the Receivables sold hereunder are received by Seller, then Seller shall hold such amounts in trust for Purchaser or its assignees, immediately notify Purchaser and transfer such collections to the Paying Agent. Seller shall take all actions necessary to cause all collections on Receivables to be paid to the Paying Agent as and when required. If any such collections are not paid to the Paying Agent as and when required, Seller shall pay to Purchaser on a daily basis interest on such collections at a rate of 18% per annum until such collections have been paid to the Paying Agent in accordance with the

Acknowledgement Resolution, the Assignment and Account Notice, and this Agreement and shall reimburse Purchaser for all reasonable collection and enforcement costs incurred by Purchaser in collecting such collections with respect to the Receivables.

(e) Delivery of Documents. Seller shall deliver to Purchaser any documents it receives relating to Receivables, including notices, certifications and other documents evidencing the right to payment from each Obligor. Seller shall deliver to Purchaser, by electronic mail or facsimile, all notifications of payment with respect to any Receivables that Seller receives from any Obligor or other governmental entity. Such notifications shall be sent to Purchaser at Purchaser's E-Mail Address or sent by facsimile (with confirmation of transmission) to Purchaser in accordance with Section 7.04.

(f) Notice of Liens. Seller shall notify Purchaser in writing promptly after becoming aware of any Lien arising through or under it on any Receivable other than the transfers hereunder.

(g) Cooperation with and Payment for Audits. Seller agrees to have a Purchaser designee assist with or audit Seller's filings regarding average daily attendance funding and grant funding to ensure administrative compliance and verify eligibility. Seller shall pay the cost of Purchaser designee that assists with or audits Seller filings regarding average daily attendance reporting and grant documentation.

(h) Assistance in Collection Efforts. Seller shall provide reasonable assistance to Purchaser in any necessary collections activity relating to the Receivables. Seller shall, at its own expense, take all actions reasonably requested by Purchaser to assist Purchaser in collecting or enforcing the Receivables, including cooperation in connection with litigation and instituting litigation in Seller's name for the benefit of Purchaser.

(i) Books and Records. Seller shall treat the Receivables as sold and not claim any interest in the Receivables in its books and records.

(j) Use of Proceeds. Seller shall use the proceeds of its sale of Receivables in accordance with all applicable laws and in accordance with its governing documents.

(k) Notice of Organizational Changes. Within thirty (30) days after Seller or Attesting Party, if such Attesting Party is a legal entity, makes any change in its name, its type or jurisdiction of organization, or its organizational identification number, or its business structure in any manner that could make any financing statement filed pursuant to this Agreement or the transactions contemplated hereby "seriously misleading" within the meaning of the UCC, Seller shall give Purchaser and any Investor as to which Purchaser has provided an address for notices, written notice of any such change and shall file such financing statements or amendments as may be necessary to continue the perfection of Purchaser's ownership interest in the Receivables.

(l) Use of Name. Seller shall not conduct business under any names other than those specified in Section 4.01(a)(xx) of this Agreement.

(m) Insurance. In addition to insurance required by State law or the Charter, Seller shall obtain and maintain at its own expense and keep in full force and effect throughout the term of this Agreement a blanket liability policy and, if requested by Purchaser in its sole discretion, a fidelity bond and an errors and omissions insurance policy covering Seller's officers and employees and other persons acting on behalf of Seller in connection with its obligations under this Agreement. The amount and provider of coverage shall be acceptable to Purchaser. Seller shall provide evidence of such insurance to Purchaser upon Purchaser's request from time to time.

(n) Directors and Officers. Within ten (10) days after any change in the identity of the officers or the members of the governing body of Seller, Seller shall give Purchaser written notice of such change.

(o) Compliance with Requirements of Law. Seller shall duly satisfy all obligations on its part to be fulfilled under or in connection with each Receivable, if any, and will maintain in effect all qualifications required under requirements of law in order to properly sell each Receivable and will comply in all material respects with all other requirements of law in connection with selling each Receivable, the failure to comply with which would have a Material Adverse Effect.

(p) Compliance with Requirements of the Applicable Grants. Seller shall duly satisfy all obligations on its part to be fulfilled in connection with each Grant Receivable, will maintain in effect all qualifications required in connection with each Grant Receivable and will fully meet the terms and obligation set forth in each grant award notification.

(q) Notices, Reports and Certifications.

(i) Seller will provide to Purchaser copies of all notices, reports and certifications it is required to provide to the California Department of Education, the Obligor, the Authorizing Entity or any other governmental entity relating to each Receivable, together with any correspondence or other documentation to or from the California Department of Education, the Authorizing Entity, the Obligor, or any other governmental entity relating to each Receivable.

(ii) If at any time Seller or Attesting Party is liable to Purchaser by reason of a breach of this Agreement or any other Transaction Document, then, to the extent permitted by law, Purchaser is hereby authorized on behalf of Seller to, or may compel Seller to, submit such reports, budgets, certifications, financial audits and other documents relating to any Receivable, and take such other actions as may be necessary or desirable to remedy such breach or otherwise collect amounts owing to Purchaser hereunder or under the other Transaction Documents.

(r) Submission of Enrollment Information and Reports. Seller shall promptly provide Purchaser with copies of all student attendance and enrollment counts and reports, allotment reports, certified personnel information, budget and financial reports, and other information, required to be submitted to the Authorizer, the State, or any other governmental authority pursuant to the Charter, applicable law, regulation, policy or procedure.

(s) Submission of Aid Application. Seller shall timely submit applications and the required supporting documents for all state, federal and other aid that Seller is eligible to

receive. Seller shall timely submit the applications, enrollment estimates, student counts, attendance reports, and submissions and provide all supporting documentation to the Authorizer, the State, or any other governmental authority necessary to receive full funding in respect of the Receivables for all legally available state and local and other funding sources and, further, provide Purchaser with copies or evidence of such applications or submissions as and when they are made or submitted.

(t) Timely Filing. Seller shall permit Purchaser to make any and all submissions required by law which omissions thereof could have a material adverse effect on the receipt of the Receivables on behalf of Seller if Seller does not make the submissions timely.

(u) Protection of Rights. Seller shall take no action in violation of this Agreement or any other Transaction Documents which, nor omit to take in violation of this Agreement or any other Transaction Document any action the omission of which, would impair the rights of Purchaser or any Investor in any Receivable including, without limitation, any act or omission that would provide any Obligor with any set-off rights against a Receivable.

(v) Preservation of Corporate Existence. Seller shall preserve and maintain its corporate existence and good standing as a nonprofit public benefit corporation under the laws of the State of California and its qualification and good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect. In addition, Seller shall maintain its 501(c)(3) status under the Internal Revenue Code of 1986, as amended, if applicable.

(w) Notice; Access to Books and Records.

(i) Seller shall promptly give Purchaser written notice of any events or circumstances which constitute or which could potentially constitute an Adverse Claim (arising through or under it), a Material Adverse Effect or a Dissolution Event under this Agreement. Seller shall promptly give Purchaser a copy of any written notice that it is required to deliver to Authorizer, the State, or any other governmental authority pursuant to the Charter or applicable law, regulation, policy or procedure.

(ii) If at any time Seller is liable to Purchaser by reason of a breach of this Agreement or any other Transaction Document, then, to the extent permitted by law, Purchaser is hereby authorized on behalf of Seller to, or may compel Seller to, submit such reports, budgets, certifications, financial audits and other documents relating to any Receivable, and take such other actions as may be necessary or desirable to remedy such breach or otherwise collect amounts owing to Purchaser hereunder or under the other Transaction Documents.

(iii) Notwithstanding any other rights or remedies provided in this Agreement or that may be available to the Purchaser, whether provided by law, equity, statute or in any other agreement between the parties or otherwise, Seller

agrees that, upon Purchaser's determination (in Purchaser's sole discretion made in reliance upon reasonable facts) of the occurrence or anticipated occurrence of any events or circumstances which constitute or which could potentially constitute an Adverse Claim (arising through or under it), a Material Adverse Effect or a Dissolution Event under this Agreement, Seller, at Purchaser's written request delivered in accordance with Section 7.04, shall provide Purchaser with immediate access to any documents or records, whether in electronic or written form, wherever such documents and records may be located, relating to the business, operations, properties or condition, financial or otherwise, or in the earnings, business affairs or business prospects of Seller, including but not limited to: (1) all accounts held in the name of Seller at banks, brokerage firms and all other financial institutions; (2) if available, account statements for all accounts referenced in clause (1) issued within the last 12 months; and (3) all filings made with respect to litigation and bankruptcy proceedings initiated by, or against, Seller within the last 12 months. Seller furthermore covenants to permit Purchaser (and its authorized agents) to make copies (electronic, digital or hard copy) of such information as Purchaser deems necessary.

Seller hereby acknowledges that Purchaser's access to the information described in this Section 5.01(w)(iii) is (a) necessary to Purchaser's ability to collect amounts owing to Purchaser hereunder and under the other Transaction Documents, (b) that irreparable injury may be suffered by the Purchaser if Purchaser is not granted access to the above-referenced information and (c) the threatened injury to Purchaser outweighs the inconvenience caused to Seller by Purchaser's access to such information. Seller further represents that the accounts receivable purchase facility made available by the Purchaser to the Seller under the terms of this Agreement and the other Transaction Documents constitutes good, sufficient and valuable consideration for the access granted by Seller to Purchaser of information described in this Section 5.01(w)(iii).

(x) Charter Funding Type. Seller and Attesting Party shall not take any action to change the charter funding type of the related School unless it has first notified Purchaser in writing at least 90 days in advance of such change.

(y) No Payment Intercept or Offset Rights. Except for (a) payments subject to intercept by, or offset rights in favor of, the California Department of Education in connection with an outstanding loan under the Charter School Revolving Loan Program described in California Education Code Section 41365, and (b) as consented to in writing by an authorized officer of Purchaser from time to time, Seller's Receivables shall not be subject to intercept by, or subject to any offset rights in favor of, any Person, unless such intercept or offset rights could not, under any circumstances, reduce the amount payable on any Receivable that has been purchased by the Purchaser hereunder.

(z) Electronic Signatures; Cooperation with Purchaser. Seller acknowledges that the option of using electronic signatures is offered by Purchaser solely as an accommodation or convenience to Purchaser's customers as a means of expediting and facilitating the business

transaction process. To the extent Seller elects the option of signing one or more Transaction Documents electronically, Seller covenants to (i) re-sign and deliver, at Purchaser's request, "wet-ink" signatures to any Transaction Document(s) for which Purchaser, in its sole discretion, may require, and take such other actions as may be deemed necessary or desirable by Purchaser to ensure the validity and enforceability of the Transaction Documents and the efficacy of the transaction(s) hereunder and (ii) refrain from raising any claims or defenses to the validity of Seller's electronic signatures to the Transaction Documents and the corresponding enforceability of the Transaction Documents which were signed electronically by Seller. Notwithstanding the provisions of Article VI, the covenant contained in this paragraph shall survive both (i) the expiration or termination the Transaction Documents pursuant to the provisions of this Agreement and the Transaction Documents and (ii) any determination that this Agreement or any other Transaction Document shall for any reason whatsoever be held invalid or voidable in the instance where Seller has failed to comply with applicable Electronic Transactions Requirements or other similar requirements. In the event of a breach of this paragraph by Seller, Purchaser shall be entitled to, among other things, the equitable remedies of specific performance and injunctive relief. Seller hereby acknowledges and agrees that breach by Seller of one or more of its obligations under this paragraph will cause Purchaser to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. Seller further acknowledges and agrees that Purchaser will suffer irreparable harm due to delay if, as a condition to obtaining an injunction, specific performance or other equitable remedy with respect to such a breach, Purchaser were required demonstrate that it would suffer irreparable harm. Seller and Purchaser therefore, by execution hereof, intend that if Seller breaches one or more of its obligations under this paragraph, for purposes of determining whether to grant an equitable remedy any court will assume that that such breach would cause Purchaser irreparable harm. Seller further expressly agrees that Purchaser shall possess the right to seek the issuance of equitable remedies on an ex parte basis by any available judicial procedure to enforce the covenants contained in this paragraph.

(aa) Change in Depository Bank; Change in Delivery of Receivables. Seller shall not change its Depository Bank, if applicable, without the prior written consent of Purchaser. Seller further agrees that it shall not, without the prior written consent of Purchaser, take any action to modify, alter or change the delivery of, or the payments on, the Receivables to, or for the account of, Purchaser as contemplated by this Agreement and the other Transaction Documents.

(bb) Continued Operation of School; No Voluntary Closure. Seller covenants to continue to operate the School as a charter school in accordance with the applicable law and the Charter until all of Seller's obligations hereunder have been satisfied and to pursue and obtain renewal of the Charter on a timely basis. Specifically, Seller shall not voluntarily terminate the Charter until all of Seller's obligations hereunder have been satisfied. Failure of Seller to operate the School as a charter school in accordance with the applicable law and the Charter shall constitute a breach under this Agreement. In the event of a breach of this paragraph by Seller, Purchaser shall be entitled to, among other things, the equitable remedies of specific performance and injunctive relief. Seller hereby acknowledges and agrees that breach by Seller of one or more of its obligations under this paragraph will cause Purchaser to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. Seller further acknowledges and agrees that Purchaser will suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, Purchaser were required

demonstrate that it would suffer irreparable harm. Seller and Purchaser therefore, by execution hereof, intend that if Seller breaches one or more of its obligations under this paragraph, for purposes of determining whether to grant an equitable remedy any court will assume that that such breach would cause Purchaser irreparable harm. Seller further expressly agrees that Purchaser shall possess the right to seek the issuance of a writ of garnishment on an ex parte basis by any available judicial procedure.

(cc) Transfer of Assets and Cash. Seller agrees that, upon Purchaser's determination (in Purchaser's sole discretion made in reliance upon reasonable facts) of the occurrence or anticipated occurrence of any events or circumstances which constitute or which could potentially constitute an Adverse Claim (arising through or under it), a Material Adverse Effect or a Dissolution Event under this Agreement, except as required by law, Seller shall not transfer, convey or otherwise dispose of its interest in any of its assets or cash (including, but not limited to, the Receivables) to any Person (including, but not limited to, officers, board members, employees or other individuals related to Seller) for consideration of less than fair market value as determined by a qualified professional reasonably acceptable to Purchaser.

(dd) No Commingling of Funds. Seller shall not commingle the funds and other assets of Seller (including, but not limited to, the Receivables) with funds and assets of any other Person, including, but not limited to, other schools under common management, control or ownership of Seller.

(ee) Decrease in Daily Attendance. Seller and Attesting Party hereby covenant and agree to maintain average daily attendance that is consistent with the average daily attendance reported on the Seller's most recent applicable attendance report (e.g., P-1, P-2, PENSEC, 20-day report, attendance month report, SB740 application, etc.). Seller and Attesting Party covenant that no Attendance Trigger Event shall occur (regardless of whether such Attendance Trigger Event occurs for reasons within the control or beyond the control of Seller or Attesting Party). The occurrence of an Attendance Trigger Event shall constitute a Material Adverse Effect.

(ff) Compliance with Law. Seller and Attesting Party shall comply with all requirements of the law, and will maintain in effect all qualifications required under requirements of law, in order to properly be eligible to receive each Receivable and will comply in all material respects with all other requirements of law in connection with the eligibility of receiving each Receivable. The failure to comply with such requirements shall be deemed to be a Material Adverse Effect. Seller shall take all actions to entitle the Seller and Purchaser to receive the payments related to each Receivable.

(gg) Actions. Seller and Attesting Party, each shall take all actions to entitle the Seller to receive the payments related to each Receivable.

Section 5.02. Security Interest. Seller and Attesting Party hereby grant to Purchaser, to secure Seller's obligations under Sections 4.01, 4.02, 5.01, 5.02, 7.02 and 7.16 hereof, a security interest in all of Seller's right, title, and interest, whether now owned or hereafter acquired, in, to, and under all accounts and general intangibles (not including the Receivables purchased hereunder by Purchaser) and all moneys, deposit accounts, wire transfers, funds transfers, checks, and other



funds or payments in the possession or under the control of Purchaser (including, without limitation, lockbox accounts and paying agency accounts), and the proceeds of the foregoing; provided, however, that notwithstanding the foregoing, no security interest is granted in any property to the extent that the granting of a security interest therein is, as of the date hereof, prohibited by or would constitute a default under any agreement or law governing such property (but only to the extent such prohibition or default is enforceable under applicable law); provided further, that upon the termination or lapsing of any such prohibition or default, a security interest in such property shall be deemed to have been automatically granted by Seller hereunder without any further action. Seller hereby irrevocably authorizes Purchaser to file any financing statements and amendments thereto as may be required or advisable in order to perfect or to continue the perfection of the security interest in the accounts and general intangibles now existing and hereafter created, including, without limitation, financing statements that describe the collateral as being of an equal, greater, or lesser scope, or with greater or lesser detail, than as set forth herein. Seller also hereby ratifies its authorization for Purchaser to have filed in any jurisdiction any like financing statements or amendments thereto if filed prior to the date of execution hereof. In addition to all rights and remedies available to Purchaser, Purchaser shall have all rights and remedies under the UCC in the event of a default by Seller under this Agreement or any other Transaction Document.

## ARTICLE VI

### TERM AND PURCHASE TERMINATION

Section 6.01. Term. This Agreement shall commence as of the date of execution and delivery of this Agreement and the Terms Letter and shall continue until (a) each Receivable has been indefeasibly paid in full and all collections thereon have been delivered to Purchaser or its designee and (b) any obligations of Seller hereunder or under the other Transaction Documents have been paid or performed in full. Purchaser shall have no obligation to purchase Receivables from Seller following the Agreement Termination Date or following any breach by Seller of its obligations hereunder or under any other Transaction Document. Notwithstanding the foregoing, no security interest created hereunder shall terminate until each Receivable has been indefeasibly paid in full and all collections thereon have been delivered to Purchaser or its designee.

Section 6.02. Purchase Termination. If Seller, or Attesting Party voluntarily files a petition under Title 11 of the United States Code, as amended (the “**Bankruptcy Code**”), goes into liquidation or consents to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceeding or relating to Seller, or Attesting Party or of relating to all or substantially all its property or an involuntary petition under the Bankruptcy Code is filed against Seller or Attesting Party, or a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceeding, or for the winding-up or liquidation of its affairs, shall have been entered against Seller, or Attesting Party or Seller, or Attesting Party

shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable bankruptcy, insolvency or reorganization statute, make an assignment for the benefit of its creditors or voluntarily suspend payment of its obligations (such liquidation, appointment, entering of such decree, admission, filing, making or suspension, a “**Dissolution Event**”), Seller and Attesting Party shall on the day that either a voluntary or involuntary petition under the Bankruptcy Code is filed by or against Seller or shall on the day of such appointment, liquidation, entering of such decree, admission, filing, making or suspension, as the case may be, immediately cease to transfer Receivables to Purchaser and shall promptly give written notice to Purchaser and any Investor as to which Purchaser has provided an address for notices of such Dissolution Event. Notwithstanding any cessation of the transfer to Purchaser of additional Receivables, Receivables transferred to Purchaser prior to the occurrence of such Dissolution Event and collections in respect of such Receivables, whenever created, accrued in respect of such Receivables, shall continue to be property of Purchaser.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement and each other Transaction Document and the rights and obligations of the parties hereunder and thereunder may not be changed orally, but only by an instrument in writing signed by the parties hereto.

Section 7.02. Expenses and Indemnity.

(a) Seller and each Attesting Party shall, jointly and severally, pay all expenses incurred in connection with its required actions under this Agreement and the Terms Letter including, without limitation, the costs of the designee of Purchaser that assists with or audits Seller and Attesting Party filings regarding average daily attendance reporting or grant funding.

(b) Seller and each Attesting Party shall pay all expenses incurred in connection with Purchaser’s necessary due diligence (the “Due Diligence Fee”). In addition, if Seller or Attesting Party has requested Purchaser to expedite the due diligence and documentation process, Seller and Attesting Party shall pay an expedite fee (the “Expedite Fee”).

(c) Seller and each Attesting Party shall, jointly and severally, pay (i) all reasonable out-of-pocket expenses incurred by Purchaser and any Investor (including the reasonable fees, charges and disbursements of counsel for Purchaser and any Investor), in connection with any amendments, modifications or waivers of the provisions hereof or of the Terms Letter and (ii) all out of pocket expenses incurred by Purchaser and any Investor (including the reasonable fees, charges and disbursements of any counsel for Purchaser and any Investor, and including any attorneys’ fees and disbursements in connection with any bankruptcy case or other insolvency proceeding to which Seller or Attesting Party may become subject), in connection with the enforcement or protection of the rights of Purchaser and any Investor (A) in connection with this Agreement, the Terms Letter, and the Paying Agency Agreement/and or the Account Control Agreement, or any other Transaction Document, including their rights under this paragraph, and

(B) in connection with any workout, restructuring or negotiations in respect of this Agreement or the Terms Letter or any other Transaction Document.

(d) Seller and Attesting Party shall, jointly and severally, indemnify Purchaser and each Investor (each such Person, an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all reasonable fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Seller or any Attesting Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the Terms Letter, the Paying Agency Agreement and/or the Account Control Agreement, any other Transaction Document, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) the breach by Seller or any Attesting Party of any representation, warranty or covenant set forth in this Agreement, the Terms Letter, the Paying Agency Agreement and/or the Account Control Agreement, or any other Transaction Document, (iii) any bankruptcy case or other insolvency proceeding to which Seller or Attesting Party may become subject, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Seller or any Attesting Party, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by Seller or any Attesting Party against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder, if Seller or such Attesting Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(e) [Reserved]

(f) To the fullest extent permitted by applicable law, neither Seller nor any Attesting Party shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, or the transactions contemplated hereby or thereby.

(g) All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(h) The agreements in this Section shall survive the expiration or termination of this Agreement.

Section 7.03. Governing Law. THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 7.04. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by certified mail, return receipt requested or by facsimile, to the addresses set forth in the Terms Letter, or, as to each party, at such other address or facsimile number (with confirmation of transmission) as shall be designated by such party in a written notice to each other party.

Section 7.05. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Agreement or any other Transaction Document shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, and terms of this Agreement or any other Transaction Document and shall in no way affect the validity or enforceability of the other provisions of this Agreement or the other Transaction Documents.

Section 7.06. Assignment. Purchaser may assign all or any portion of Purchaser's right, title, and interest in, to, and under this Agreement and any other Transaction Documents to any Investor, and any Investor may grant a security interest therein to any other Investor as contemplated hereby. Purchaser may also assign its right, title and interest in, to and under this Agreement and any other Transaction Document to (a) any successor by merger assuming this Agreement and the Terms Letter, or (b) to other any entity. In no event may Seller or any Attesting Party assign or transfer, by operation of law or otherwise, any of its right or obligations under this Agreement or any other Transaction Document.

Section 7.07. Acknowledgement and Agreement of Seller and Attesting Party. Seller and each Attesting Party expressly acknowledge and agree that all or any portion of Purchaser's right, title, and interest in, to, and under this Agreement and the other Transaction Documents, including, without limitation, all or any portion of Purchaser's right, title, and interest in and to the Receivables may be assigned by Purchaser to any Investor and any Investor may grant a security interest therein to any other Investor, and each of Seller and each Attesting Party consents to such assignments and security interest. Seller and each Attesting Party further agrees that notwithstanding any claim, counterclaim, right of set-off or defense which it may have against Purchaser, due to a breach by Purchaser of this Agreement or for any other reason, and notwithstanding the bankruptcy of Purchaser or any other event whatsoever, in no event shall it assert any claim on or any interest in the Receivables or any proceeds thereof or take any action that would reduce or delay receipt by Purchaser or any Investor of collections with respect to the Receivables.

Section 7.08. Further Assurances. Seller, each Attesting Party, and Purchaser agree to do and perform, from time to time, any and all acts and to execute any and all further instruments required or reasonably requested by any other party or an Investor more fully to effect the purposes

of this Agreement and the other Transaction Documents, including, without limitation, (a) the authorization and execution of any financing statements or continuation statements or equivalent documents relating to the Receivables for filing under the provisions of the UCC or other law of any applicable jurisdiction and (b) the authorization and execution of additional conveyance instruments as may be required from time to time, including but not limited to, additional conveyance instruments relating to the conveyance of any accretive value to Receivables as and when such accretive value may be created.

Section 7.09. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of Seller, any Attesting Party, or Purchaser, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law or in equity.

Section 7.10. Counterparts. This Agreement, the Terms Letter and all Transaction Documents may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 7.11. Binding; Third-Party Beneficiaries. This Agreement and the other Transaction Documents will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Each Investor shall be a third-party beneficiary of this Agreement.

Section 7.12. Merger and Integration. Except as specifically stated otherwise herein, this Agreement and the other Transaction Documents set forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement and the other Transaction Documents. This Agreement and the other Transaction Documents may not be modified, amended, waived or supplemented except as provided herein.

Section 7.13. Headings. The headings are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

Section 7.14. Schedules and Exhibits. The schedules and exhibits attached hereto and referred to herein shall constitute a part of this Agreement and are incorporated into this Agreement for all purposes.

Section 7.15. Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement, shall remain operative and in full force and effect and shall survive conveyance of the Receivables to Purchaser and by Purchaser to any Investor and the grant of a security interest therein by any Investor.

Section 7.16. Attorneys' Fees. In any action, arbitration, proceeding or dispute arising out of this Agreement or the Terms Letter, or any other Transaction Document, including any

bankruptcy case or other insolvency proceeding to which any party hereto may become subject, regardless of whether any claim sounds in contract or in tort, should Purchaser prevail, it shall be permitted to recover its costs and actual attorneys' fees incurred from the non-prevailing party.

Section 7.17. Confidentiality.

(a) To the maximum extent permitted by law, all documents and information related to this Agreement, including each exhibit and the other Transaction Documents, are the property of Purchaser and are not to be duplicated or distributed to any third parties without Purchaser's express written consent. Notwithstanding the above, Seller shall not have liability to Purchaser with regard to any confidential information which Seller can prove (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Seller; (ii) was known to Seller, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of Purchaser; (iv) was independently developed by Seller without any use of Purchaser's confidential information, as demonstrated by files created at the time of such independent development; (v) becomes known to Seller, without restriction, from a source other than Purchaser without breach of this Agreement by Seller; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Seller shall provide prompt notice of such court order or requirement to Purchaser to enable Purchaser to seek a protective order or otherwise prevent or restrict such disclosure. Seller further agrees to take such measures as shall be reasonably requested by Purchaser to protect and maintain the security and confidentiality of the information set forth herein.

(b) Notwithstanding anything herein to the contrary, each party (and each employee, representative or other agent of each party) hereto may disclose to any and all persons, without limitation of any kind, any information with respect to the United States federal income "tax treatment" and "tax structure" of the transactions contemplated hereby (including opinions or other tax analyses) that are provided to such parties (or their representatives) relating to such tax treatment and tax structure; provided that with respect to any document or similar item that in either case contains information concerning the tax treatment or tax structure of the transaction as well as other information, this sentence shall only apply to such portions of the document or similar item that relate to the tax treatment or tax structure of the transactions contemplated hereby.

*[Signature page follows]*

IN WITNESS WHEREOF, Purchaser, Seller, and each Attesting Party have caused this Receivables Purchase Agreement to be duly executed by their respective officers as of the date first above written.

**CHARTER SCHOOL CAPITAL, INC.**, a  
Delaware corporation, as Purchaser

DocuSigned by:  
By: Brad Coburn  
Name: Brad Coburn  
Title: Chief Investment Officer

**ELITE ACADEMIC ACADEMY-  
LUCERNE**, a California nonprofit public  
benefit corporation, as Seller

DocuSigned by:  
By: Susan McDougal  
Name: Susan McDougal  
Title: Board President

**ELITE ACADEMIC ACADEMY-  
LUCERNE**, as Attesting Party

DocuSigned by:  
By: Kent Christensen  
Name: Kent Christensen  
Title: Board Treasurer

EXHIBIT A

FORM OF BILL OF SALE

This Bill of Sale, dated as of [DATE] (hereinafter the “Closing Date”) is executed and delivered pursuant to the Receivables Purchase Agreement (as amended from time to time, the “RPA”), dated as of [DATE], among [SELLER NAME] (the “Seller”), [Attesting Party Name] (the “Attesting Party”) and CHARTER SCHOOL CAPITAL, INC. (the “Purchaser”). Capitalized terms used herein that are not otherwise defined herein shall have the meanings set forth in the RPA.

1. Seller does hereby sell, transfer, set over, and otherwise convey to Purchaser, without recourse except as provided herein or in the RPA, all its right, title and interest in, to, and under the Attendance Receivables and the Grant Receivables identified on Schedule I hereto (the “Receivables”), the Receivables Files relating thereto, and all monies due or to become due and all amounts received with respect thereto and all proceeds thereof.

2. It is the intent of Seller and the Attesting Party that immediately prior to giving effect to the sale and transfer of the Receivables contemplated hereby, on the Closing Date the Receivables identified on this Bill of Sale will be owned solely by Seller. To further evidence the intent of the parties hereto that all right, title, and interest in, to, and under the Receivables identified on this Bill of Sale, the Receivables Files relating thereto, all monies due or to become due and all amounts received with respect thereto, and all proceeds thereof, are being sold and transferred to Purchaser pursuant to the RPA and this Bill of Sale, Attesting Party does hereby quitclaim, sell, transfer, set over, and otherwise convey to Purchaser, without recourse except as provided herein or in the RPA, all its right, title and interest, if any, in, to, and under the Receivables, the Receivables Files relating thereto, and all monies due or to become due and all amounts received with respect thereto and all proceeds thereof.

3. Each of Seller and Attesting Party represents and warrants to Purchaser, as of the date hereof, that:

a. The aggregate Gross Receivables Value of the Receivables equals [AMOUNT], as more particularly detailed on Schedule II hereto.

b. Each of the conditions set forth in Section 3.02 or 3.03 (as applicable) of the RPA has been satisfied.

c. Seller is not Insolvent, nor will it be made Insolvent by the sale of the Receivables to Purchaser, nor is it aware of any pending Insolvency. No Dissolution Event has occurred with respect to the Seller.

d. The representations and warranties of it in Section 4.01(a) and (b) of the RPA are true and correct.



e. Immediately prior to the date hereof, the Receivables to be transferred hereof are owned by Seller free and clear of any Adverse Claims.

4. The Upfront Purchase Price and the Maximum Deferred Purchase Price for the Receivables are listed on Schedule II hereto.

a. The Upfront Purchase Price (net of fees and set-offs) shall be paid by Purchaser to Seller, as set forth on Schedule II attached hereto.

b. The Deferred Purchase Price with respect to each Receivable shall be paid by Purchaser to Seller not later than seven (7) Business Days after Purchaser determines that the Paying Agent has actually received all amounts that the Obligor is going to pay on such Receivable (such determination date by Purchaser is the "Determination Date").

c. All Upfront Purchase Price and Deferred Purchase Price payments (net of fees and set-offs) made by Purchaser to Seller shall be by wire transfer and in accordance with the instructions set forth below:

Account Name:	[NAME]
Bank:	[NAME, ADDRESS, PHONE]
ABA:	[ROUTING NUMBER]
Bank Acct. #	[NUMBER]

5. [An Attendance Trigger Event shall occur with respect to the Receivables that are the subject of this Bill of Sale if there is a decrease in average daily attendance (ADA) of more than [\_\_]% of the average daily attendance reported on [list applicable attendance report(s)].]

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed and delivered as of the date first above written.

[SELLER], a California nonprofit public benefit corporation, as Seller

By: \_\_\_\_\_  
Name:  
Title:

[ATTESTING PARTY], as Attesting Party

By: \_\_\_\_\_

Name:

Title:

## **SCHEDULE I**

[INSERT RECEIVABLES DESCRIPTION]

**SCHEDULE II****[ESTIMATES ONLY; TO BE FINALIZED AT CLOSING]**

<b>Description</b>	<b>Amount</b>
Upfront Purchase Price	\$0.00
Program Fee	-\$0.00
Application Fee (credit)	\$0.00
Other Fees (Due Diligence Fee/Expedite Fee)	-\$0.00
Other Offsets <sup>1</sup>	-\$0.00
Loan Payoffs or Paydowns	-\$0.00
Net Proceeds to Seller (sum above)	<b>\$ 0.00</b>

<b>Gross Receivables Value</b>	<b>Initial Purchase (Face Value)</b>	<b>Upfront Purchase Price</b>	<b>Maximum Deferred Purchase Price</b>
\$0.00	\$0.00	\$0.00	\$0.00

---

<sup>1</sup> If Purchaser determines prior to funding that there are past due amounts owing to Purchaser, the past due amounts may be deducted from the current funding and the net proceeds to the School will be reduced.

## EXHIBIT B

[CORPORATION]

## ACKNOWLEDGEMENT RESOLUTIONS

The undersigned, on behalf of [CORPORATION], a nonprofit public benefit corporation (the “Company”), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the “Board”) of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on \_\_\_\_\_, 20[ ] at \_\_:00 \_\_.m., Pacific Time at \_\_\_\_\_ . A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Acknowledgment Resolution (as defined below).

Sale of Receivables.

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, [COUNTY], the [COUNTY] Office of Education, the [COUNTY] Superintendent of Schools, [DISTRICT], the Special Education Local Plan Area (“SELPA”), and/or the United States federal government (in each case, the “Payor”).

WHEREAS, the Company instructs the Payor, pursuant to the Payor’s policies and procedures, as to the location and manner of payment of the Company’s receivables.

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell receivables and payments (the “Receivables”) to Charter School Capital, Inc. (“CSC”) at a discount to face value in an amount not to exceed the lesser of (i) [\$AMOUNT] of gross receivables value and (ii) [\$AMOUNT] of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of [LIST OF AUTHORIZED OFFICERS WHO CAN SIGN DOCUMENTS WITH NAMES AND TITLES] (such persons and their duly elected and qualified successors, the “Authorized Officers”) is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms

Letters, the Paying Agency Agreements, and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or the Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement, and/or the Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.

RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

\* \* \*

The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

[CORPORATION]

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

Secretary

Date:

\_\_\_\_\_

## EXHIBIT C

## ASSIGNMENT AND ACCOUNT NOTICE

\_\_\_\_\_, 20[ ]

VIA EMAIL @ \_\_\_\_\_  
 [COUNTY]  
 [ADDRESS]  
 [City, State, Zip]

VIA EMAIL @ \_\_\_\_\_  
 [DISTRICT]  
 [ADDRESS]  
 [City, State, Zip]

RE: [SELLER/SCHOOL]

Ladies and Gentlemen:

[SELLER NAME], [as operator of [SCHOOL NAME] ([in such capacity] "Seller") hereby notifies you that it has sold and assigned to CHARTER SCHOOL CAPITAL, INC. the receivables payable by the State of California, [County] County, the [County] Office of Education, the [County] Superintendent of Schools, the [District] District, [the SELPA], and the federal government of the United States in respect of [School] (the "School") in each of the months of [MONTHS], generally described as follows [RECEIVABLES DESCRIPTION]; as such receivables have been and/or may in the future be deferred, delayed, accelerated, or rescheduled from time to time, in whole or in part; and all proceeds thereof.

Seller hereby directs you to deliver all amounts with respect to such receivables to the following account, as applicable:

<b>For paper warrants/checks:</b>	<b>For wire transfers:</b>
[School] c/o Charter School Capital, Inc. P.O. Box 954082 St. Louis, MO 63195-4082 Lockbox #954082	US Bank, N.A., as Paying Agent US Bank, N.A. ABA# 123000848 Account #153910742227 Ref: [School] c/o Charter School Capital, Inc.



Seller hereby authorizes Charter School Capital to deliver all future Notices of Assignment to the county and/or district. This instruction is irrevocable and cannot be altered without the written consent of Charter School Capital, Inc. If you have any questions, please contact [CONTACT NAME] of Charter School Capital, Inc. at [CONTACT PHONE NUMBER]. Thank you for your courtesy and cooperation in this matter.

Very truly yours,

[SELLER]

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

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## BILL OF SALE

This Bill of Sale, dated as of September 21, 2022 (hereinafter the “Closing Date”) is executed and delivered pursuant to the Receivables Purchase of even date herewith (as amended from time to time, the “RPA”), among ELITE ACADEMIC ACADEMY-LUCERNE, a California nonprofit public benefit corporation (“Seller”), ELITE ACADEMIC ACADEMY-LUCERNE (“Attesting Party”) and CHARTER SCHOOL CAPITAL, INC., a Delaware corporation (“Purchaser”). Capitalized terms used herein that are not otherwise defined herein shall have the meanings set forth in the RPA.

1. Seller does hereby sell, transfer, set over, and otherwise convey to Purchaser, without recourse except as provided herein or in the RPA, all its right, title and interest in, to, and under the Attendance Receivables and the Grant Receivables identified on Schedule I hereto (the “Receivables”), the Receivables Files relating thereto, and all monies due or to become due and all amounts received with respect thereto and all proceeds thereof.

2. It is the intent of Seller and Attesting Party that immediately prior to giving effect to the sale and transfer of the Receivables contemplated hereby, on the Closing Date the Receivables identified on this Bill of Sale will be owned solely by Seller. To further evidence the intent of the parties hereto that all right, title, and interest in, to, and under the Receivables identified on this Bill of Sale, the Receivables Files relating thereto, all monies due or to become due and all amounts received with respect thereto, and all proceeds thereof, are being sold and transferred to Purchaser pursuant to the RPA and this Bill of Sale, Attesting Party does hereby quitclaim, sell, transfer, set over, and otherwise convey to Purchaser, without recourse except as provided herein or in the RPA, all its right, title and interest, if any, in, to, and under the Receivables, the Receivables Files relating thereto, and all monies due or to become due and all amounts received with respect thereto and all proceeds thereof.

3. Each of Seller and Attesting Party represents and warrants to Purchaser, as of the date hereof, that:

a. The aggregate Gross Receivables Value of the Receivables equals \$1,336,910.00, as more particularly detailed on Schedule II hereto.

b. Each of the conditions set forth in Section 3.02 or 3.03 (as applicable) of the RPA has been satisfied.

c. It is not Insolvent, nor will it be made Insolvent by the sale of the Receivables to Purchaser, nor is it aware of any pending Insolvency. No Dissolution Event has occurred with respect to Seller.

d. The representations and warranties of it in Section 4.01(a) and (b) of the RPA are true and correct.

4. The Upfront Purchase Price and the Maximum Deferred Purchase Price for the Receivables are listed on Schedule II hereto.

a. The Upfront Purchase Price (net of fees and set-offs) shall be paid by Purchaser to Seller on the related Closing Date or the next Business Day thereafter, as set forth on Schedule II attached hereto.

b. The Deferred Purchase Price with respect to each Receivable shall be paid by Purchaser to Seller not later than seven (7) Business Days after Purchaser determines that the Paying Agent has actually received all amounts that the Obligor is going to pay on such Receivable (such determination date by Purchaser is the “Determination Date”).

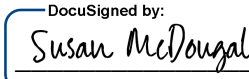
c. All Upfront Purchase Price and Deferred Purchase Price payments (net of fees and set-offs) made by Purchaser to Seller shall be by wire transfer and in accordance with the instructions set forth below:

Account Name:	Elite Academic Academy – Lucerne
Bank:	Chase Bank 2072 Avenida De Los Arboles Thousand Oaks, CA 91362 Erica Salina Business Account Manager (805) 492-7289
ABA:	322271627
Bank Acct. #	260799355


*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed and delivered as of the date first above written.

**ELITE ACADEMIC ACADEMY-LUCERNE**, a  
California nonprofit public benefit corporation, as  
Seller

By:   
Name: Susan McDougal  
Title: Board President

**ELITE ACADEMIC ACADEMY-LUCERNE**,  
as Attesting Party

By:   
Name: Kent Christensen  
Title: Board Treasurer

## **SCHEDULE I**

All of the right of Seller and Attesting Party to be paid by the Obligor in respect of ELITE ACADEMIC ACADEMY-LUCERNE (the "School") generally including the amounts constituting 9% of the advance apportionment in each of the months of DECEMBER 2022 and JANUARY 2023, apportioned pursuant to Education Code Section 14041(a)(2) that is the LCFE State Aid portion of such School's total general purpose entitlement; in the approximate aggregate amount of \$1,336,910.00, as such payments have been and/or may in the future be deferred, delayed, accelerated or otherwise rescheduled from time to time, in whole or in part, and including all monies due or to become due with respect to the foregoing, all amounts received with respect to the foregoing, all proceeds of the foregoing, and any and all claims and causes of action (whether based on contract, tort, statute or otherwise), and all rights and remedies in law and in equity, related to the entitlement, ownership, collection or otherwise of the foregoing.

Schedule I -1

**SCHEDULE II**

<b>Description</b>	<b>Amount</b>
Upfront Purchase Price	\$1,094,508.00
Program Fee	-\$0.00
Other Fees (Due Diligence Fee/Expedite Fee)	-\$0.00
Other Offsets <sup>1</sup>	-\$0.00
<b>Updated Net to School</b>	<b>\$1,094,508.00</b>

<b>Gross Receivables Value</b>	<b>Initial Purchase (Face Value)</b>	<b>Upfront Purchase Price</b>	<b>Maximum Deferred Purchase Price</b>
\$1,336,910.00	\$1,136,200.00	\$1,094,508.00	\$200,710.00

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<sup>1</sup> If Purchaser determines prior to funding that there are past due amounts owing to Purchaser, the past due amounts may be deducted from the current funding and the net proceeds to the School will be reduced.



**ASSIGNMENT AND ACCOUNT NOTICE**

September 19, 2022

VIA EMAIL: richard.denava@sbcss.net  
San Bernardino County Office of Education  
601 North E St  
San Bernardino, CA 92415-0020

VIA EMAIL: peter\_livingston@lucernevalleyusd.org  
Lucerne Valley Unified School District  
8560 Aliento Road  
Lucerne Valley, CA 92356

RE: Elite Academic Academy-Lucerne

Ladies and Gentlemen:

ELITE ACADEMIC ACADEMY-LUCERNE, as operator of ELITE ACADEMIC ACADEMY - LUCERNE (in such capacity, "Seller"), hereby notifies you that it has sold and assigned to CHARTER SCHOOL CAPITAL, INC., effective as of September 21, 2022, the receivables payable by the State of California, San Bernardino County, the San Bernardino County Office of Education, the San Bernardino County Superintendent of Schools, the Lucerne Valley Unified School District, and the federal government of the United States in respect of Elite Academic Academy-Lucerne (the "School") as more particularly described in SCHEDULE I attached hereto.

Seller hereby directs you to deliver all amounts with respect to such receivables to the following account, as applicable:

<b>For paper warrants/checks:</b>	<b>For wire transfers:</b>
Elite Academic Academy-Lucerne c/o Charter School Capital, Inc. P.O. Box 954082 St. Louis, MO 63195-4082 Lockbox #954082	US Bank, N.A., as Paying Agent US Bank, N.A. ABA# 123000848 Account #153910742227 Ref: Elite Academic Academy-Lucerne c/o Charter School Capital, Inc.

Seller hereby authorizes Charter School Capital to deliver all future Notices of Assignment to the county and/or district. This instruction is irrevocable and cannot be altered without the written consent of Charter School Capital, Inc. If you have any questions, please contact Charter School Capital's servicing department at (503) 227-2910. Thank you for your courtesy in this matter.

Very truly yours,

**ELITE ACADEMIC ACADEMY-LUCERNE**

DocuSigned by:  
By: Susan McDougal  
Name: Susan McDougal  
Title: Board President

DocuSigned by:  
By: Kent Christensen  
Name: Kent Christensen  
Title: Board Treasurer

## **SCHEDULE I**

All of the right of Seller and Attesting Party to be paid by the Obligor in respect of ELITE ACADEMIC ACADEMY-LUCERNE (the "School") generally including the amounts constituting 9% of the advance apportionment in each of the months of DECEMBER 2022 and JANUARY 2023, apportioned pursuant to Education Code Section 14041(a)(2) that is the LCFE State Aid portion of such School's total general purpose entitlement; as such payments have been and/or may in the future be deferred, delayed, accelerated or otherwise rescheduled from time to time, in whole or in part, and including all monies due or to become due with respect to the foregoing, all amounts received with respect to the foregoing, all proceeds of the foregoing, and any and all claims and causes of action (whether based on contract, tort, statute or otherwise), and all rights and remedies in law and in equity, related to the entitlement, ownership, collection or otherwise of the foregoing.

**OFFICER'S CERTIFICATE  
ELITE ACADEMIC ACADEMY-LUCERNE**

This Officer's Certificate is executed and delivered as of September 21, 2022. Reference is made to (a) the Receivables Purchase Agreement of even date herewith (the "Agreement"), by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation ("Purchaser"), and ELITE ACADEMIC ACADEMY-LUCERNE, a California nonprofit public benefit corporation ("Seller"), (b) the Terms Letter between the parties of even date herewith, and (c) each of the other Transaction Documents contemplated by either of the foregoing, as such documents listed in (a) through (c) may be amended, supplemented, restated or otherwise modified from time to time. This certificate is delivered pursuant to Article III of the Agreement. All capitalized terms used and not defined in this officer's certificate shall have the meanings ascribed to such terms in the Agreement.

The undersigned, on behalf of Seller and/or Attesting Party, as applicable, does hereby certify as of the Closing Date as follows:

1. Each representation and warranty of Seller and Attesting Party, if any, contained in the Agreement or any of the other Transaction Documents is true and correct on and as of the date hereof.
2. Each representation and warranty of Seller or Attesting Party, if any, contained in any certification, assurance or representation made by Seller or Attesting Party, as applicable, to the California Department of Education, the Obligor, the Authorizing Entity, or any other governmental entity in connection with any Receivable, is true and correct on and as of such day as though made on and as of such date.
3. As of the date hereof, no event has occurred and is continuing, or would result from the transactions contemplated by the Agreement that would result in a Material Adverse Effect.
4. As of the date hereof, neither Seller nor Attesting Party is Insolvent nor will it be made Insolvent by such transfer nor is it aware of any such pending Insolvency.
5. As of the date hereof, the following documents provided by the Seller to Charter School Capital, Inc. are true and correct: (i) the resolutions adopted by the governing board of the Seller approving the Receivables Purchase Agreement and the related Notice of Assignment, (ii) Incumbency Certificate (iii) all attendance reports and P-1 and P-2 filings made with the State of California Department of Education, (iv) any other correspondence between the Seller and any governmental agency related to its receivables, and (v) the Seller's audited financial statements.
6. As of the date hereof, all attendance reports provided by Seller to Purchaser on or prior to the date hereof are in the same form as provided to the school's Authorizing Entity and/or the State of California Department of Education, as applicable, are true and correct in all respects, and have been timely filed by Seller.

7. Seller will not voluntarily close any School during such time as any Receivable sold to Purchaser pursuant to the Agreement remains unpaid, and Seller currently has no intention or expectation of closing any School and has not given or received any notice or taken any other action to close any School.
8. Seller and Attesting Party are in good standing with the Authorizing Entity and the California State Board of Education and have not committed a material breach of the Charter. Neither Seller nor Attesting Party is aware of any action by the Authorizing Entity, the California State Board of Education, or any other person or agency to revoke the Charter and neither Seller nor Attesting Party has received any notice of violation, notice to cure, notice of revocation or other correspondence from the Authorizing Entity, the California State Board of Education or any other person to suspend, revoke or deny renewal of the Charter. Neither Seller nor Attesting Party has abandoned the Charter; and the Charter is not considered inactive.
9. Except for (a) payments subject to intercept by, or offset rights in favor of, the California Department of Education in connection with an outstanding loan under the Charter School Revolving Loan Program described in California Education Code Section 41365, and (b) as consented to in writing by an authorized officer of Purchaser from time to time, Seller's Receivables shall not be subject to intercept by, or subject to any offset rights in favor of, any Person, unless such intercept or offset rights could not, under any circumstances, reduce the amount payable on any Receivable that has been purchased by the Purchaser hereunder.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first set forth above.

**ELITE ACADEMIC ACADEMY-LUCERNE,**  
a California nonprofit public benefit corporation,  
as Seller

DocuSigned by:  
By: Susan McDougal  
Name: Susan McDougal  
Title: Board President

**OFFICER'S CERTIFICATE WITH INCUMBENCY  
ELITE ACADEMIC ACADEMY-LUCERNE**

This Officer's Certificate with Incumbency is executed and delivered as of September 21, 2022. Reference is made to (a) the Receivables Purchase Agreement of even date herewith (the "Agreement"), by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation ("Purchaser"), and ELITE ACADEMIC ACADEMY-LUCERNE, a California nonprofit public benefit corporation, as operator of ELITE ACADEMIC ACADEMY - LUCERNE ("Seller"), (b) the Terms Letter between the parties of even date herewith, and (c) each of the other Transaction Documents contemplated by either of the foregoing, as such documents listed in (a) through (c) may be amended, supplemented, restated or otherwise modified from time to time. This certificate is delivered pursuant to Article III of the Agreement. All capitalized terms used and not defined in this officer's certificate shall have the meanings ascribed to such terms in the Agreement.

I, Susan McDougal, hereby certify that I am the duly elected Board President of Seller, and further certify on behalf of Seller as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of Seller's Articles of Incorporation and all amendments thereto, certified by the Secretary of State of California. There have been no amendments, supplements or other documents relating to, modifying or otherwise affecting Seller's Articles of Incorporation since the date of their certification, and no action has been taken by Seller's board of directors or its members, if any, in contemplation of, or to effect or authorize any such amendment or modification.
2. Attached hereto as Exhibit B is a true and complete copy of Seller's Bylaws. Such Bylaws are in full force and effect on the date hereof, and have not been amended, modified, altered or revoked, and no meeting of Seller's board of directors or its members, if any, has been called for the purpose of amending the Bylaws.
3. Attached hereto as Exhibit C is a true, correct and complete copy of resolutions duly adopted by Seller's board of directors authorizing the execution and delivery of the Agreement, the Terms Letter and the other Transaction Documents and approving the transactions contemplated thereby. Such resolutions have not been in any way amended, annulled, rescinded, revoked or modified since their adoption and remain in full force and effect on the date hereof, and such resolutions are the only resolutions adopted by Seller's board of directors relating to the subject matter thereof.
4. The Seller's charter approved by the Authorizer on December 14, 2017, has not been amended, modified, suspended, revoked or abandoned as of the date hereof.

5. Each person set forth below has been duly elected or appointed to the office set forth opposite his or her name below, is qualified and acting in such capacity, and is authorized to sign, on behalf of Seller, the Agreement and all documents relating to the Agreement that s/he has signed, and the signature set forth opposite his or her name below and on any such agreements and documents is his or her authentic and genuine signature.

Susan McDougal  
Board President

DocuSigned by:  
*Susan McDougal*  
DB25CF61CE56432...

Kent Christensen  
Board Treasurer

DocuSigned by:  
*Kent Christensen*  
2B80E033A15F460...



IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first set forth above.

DocuSigned by:  
*Susan McDougal*  
Name: Susan McDougal  
Title: Board President

I, Kent Christensen, Board Treasurer, certify as of the date first set forth above that Susan McDougal is the duly appointed and acting Board President of Seller and that his or her signature above is genuine.

DocuSigned by:  
*Kent Christensen*  
Name: Kent Christensen  
Title: Board Treasurer

# **Exhibit A**



# California Secretary of State

**Business Programs Division**

1500 11th Street, Sacramento, CA 95814

**Request Type:** Certified Copies

**Entity Name:** ELITE ACADEMIC ACADEMY-  
LUCERNE

**Formed In:** CALIFORNIA

**Entity No.:** 4101030

**Entity Type:** Nonprofit Corporation - CA - Public  
Benefit

**Issuance Date:** 06/24/2022

**Copies Requested:** 1

**Receipt No.:** 002041125

**Certificate No.:** 024709830

### Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
4406674-1	01/18/2018	Initial Filing	5

\*\* \*\*\*\* \* End of list \*\*\*\*\* \*\* \*

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California on June 24, 2022.



**SHIRLEY N. WEBER, PH.D.**  
**Secretary of State**

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



024709830



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**BUSINESS ENTITIES ORDERS**

Ca forna Secretary of State  
1500 11th Street  
Sacramento, Ca forna 95814  
(916) 653 3516

B0861-1818 06/24/2022 5:12 PM Received by California Secretary of State

Entity Details

Ent ty Name	ELITE ACADEMIC ACADEMY-LUCERNE
Ent ty No.	4101030
Reg strat on Date	01/18/2018
Ent ty Type	Nonprof t Corporat on - CA - Pub c Benef t
Formed In	CALIFORNIA
Ent ty Status	Act ve

Request Type

Request Type	Cert f ed Cop es
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Certified Copies Request

In ta F ng  
#4101030  
F ng Date  
1/18/2018 12:00 AM

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SECRETARY OF STATE  
STATE OF CALIFORNIA

lc JAN 18 2018

STATE OF CALIFORNIA  
ARTICLES OF INCORPORATION  
OF  
ELITE ACADEMIC ACADEMY – LUCERNE  
A California Nonprofit Public Benefit Corporation

I.

The name of the corporation is Elite Academic Academy – Lucerne (“Corporation”).

II.

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this Corporation is to operate one or more California public charter schools.

III.

The initial agent for service of process is: Corporation Service Company, Which Will Do Business In California As CSC-Lawyers Incorporating Service.

IV.

The initial street and mailing address in the State of California of this Corporation is:

2060-D E. Avenida De Los Arboles #504  
Thousand Oaks, CA 91362

V.

A. The Corporation is organized and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the “Code”).

B. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

C. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

Certificate Verification No.: 024709830 Date: 06/24/2022

D. Notwithstanding any other provision of these Articles, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

E. It is intended that the Corporation shall have the status of a corporation which is exempt from federal income taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code and which is other than a private foundation by reason of being described in section 509(a) of the Code. These Articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly. In the event the Corporation is determined to be a private foundation within the meaning of section 509 of the Code, then during such period:

(i) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code.

(ii) The Corporation shall not engage in any act of self-dealing, as defined in section 4941(d) of the Code.

(iii) The Corporation shall not retain any excess business holdings as defined in section 4943(c) of the Code.

(iv) The Corporation shall not make any investments in such manner as to subject it to tax under section 4944 of the Code.

(v) The Corporation shall not make any taxable expenditures as defined in section 4945(d) of the Code.

VI.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or shall distribute such assets to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the applicable court in the county which the principal office of the Corporation is then located, exclusively for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

VII.

Except as otherwise provided herein, all conditions, qualifications, requirements, privileges and regulations regarding the Board of Directors of the Corporation, including voting rights if any, shall be fixed and governed by or pursuant to the Bylaws of the Corporation.

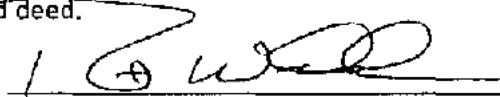
VIII.

The Corporation is authorized to indemnify its agents (as defined in section 5238 of the California Nonprofit Corporation Law) to the fullest extent permissible under California law.

Dated: January 4, 2018

  
Brent Woodard, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and deed.

  
Brent Woodard, Incorporator

# **Exhibit B**



**BYLAWS**  
**OF**  
**ELITE ACADEMIC ACADEMY CHARTER SCHOOLS-LUCERNE**

a California Nonprofit Public Benefit Corporation

**ARTICLE I**

**OFFICES**

Section 1. **PRINCIPAL OFFICE.** The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. **OTHER OFFICES.** The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

**ARTICLE II**

**OBJECTIVES AND PURPOSES**

The specific objectives and purposes of this corporation shall be to manage, guide, direct and promote one or more California public charter schools, and to conduct other educational activities to support public school students.

**ARTICLE III**

**NONPARTISAN ACTIVITIES**

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any

powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

#### **ARTICLE IV**

##### **DEDICATION OF ASSETS**

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

#### **ARTICLE V**

##### **MEMBERS**

Section 1. NO MEMBERS. The corporation shall have no members.

Section 2. APPROVAL OF ACTIONS. Any action that would otherwise require approval by the corporation's members or by a majority of the corporation's members pursuant to the California Corporations Code (the "Code") only shall require approval of the board of directors.

#### **ARTICLE VI**

##### **DIRECTORS**

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby

expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be not fewer than three (3) nor more than five (5), with the exact number of directors to be fixed within such limits by approval of the Board of Directors at any regularly scheduled meeting of the Board of Directors or at any special meeting of the Board of Directors if notice of the proposed change in the number of authorized directors is included in the notice of such special meeting. The authorized number of directors may be changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the board of directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 4. ELECTION AND TERM OF OFFICE. Directors shall be elected at each annual meeting of the board of directors to hold office until the next annual meeting. If any such directors are not elected at such annual meeting, the directors may be elected at any special meeting held for that purpose. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 5. REMOVAL WITH CAUSE. A vacancy on the board of directors shall exist upon the occurrence of any of the following: (a) a declaration by a final order of court that a director is of unsound mind; (b) a conviction of a director for a felony; or (c) a finding by a final order of judgment of any court that a director has breached a duty under Article 3 of Chapter 2 of the Law.

Section 6. REMOVAL WITHOUT CAUSE. Any director may be removed from office without cause by the vote of a majority of the directors then in office.

Section 7. VACANCIES. Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office until the next annual meeting of the board of directors and until a successor has been elected and qualified.

A vacancy or vacancies in the board of directors shall be deemed to exist in the case of the death, resignation, or removal of any director, or if the authorized number of directors is increased, or if the directors fail, at any meeting of directors at which any director is elected, to elect the number of directors to be voted for at that meeting.

Any director may resign effective upon giving written notice to the chairman of the board, to the president, to the secretary, or to the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of that director's term of office.

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such telephonic meeting.

Section 9. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held on such dates or times as may be fixed by the board of directors. At such annual meeting, directors and officers shall be elected and any other proper business may be

transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.

Section 10. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary, or any two directors.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 11. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.

Section 12. WAIVER OF NOTICE; CONSENT. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director.

Section 13. **ADJOURNMENT.** A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 10 of this Article VI, to the directors who were not present at the time of the adjournment.

Section 14. **ACTION WITHOUT MEETING.** Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 15. **FEES AND COMPENSATION.** Directors and members of committees (Excluding Mountain Empire paid employees) shall receive \$300 per meeting for their services; In addition, directors and members of committees may also receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

## **ARTICLE VII**

### **COMMITTEES**

Section 1. **COMMITTEES OF DIRECTORS.** The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, may have all the authority of the board, except with respect to:

- (a) the approval of any action referred to in Article V, Section 2 of these bylaws;
- (b) the filling of vacancies on the board of directors or in any committee;
- (c) the amendment or repeal of bylaws or the adoption of new bylaws;

(d) the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;

(e) the appointment of any other committees of the board of directors or the members thereof;

(f) the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

(g) the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

## **ARTICLE VIII**

### **OFFICERS**

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.



Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF EXECUTIVE OFFICER. The chief executive officer in collaboration with the chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief executive officer, or designee, shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief executive officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief executive officer.

## **ARTICLE IX**

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES**

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms "agent", "proceeding", and "expenses" shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon

application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

## ARTICLE X

### RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, the corporation shall annually prepare and mail or deliver to each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

- (a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

## **ARTICLE XI**

### **GENERAL MATTERS**

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the California Nonprofit Corporation Law, or to the Code shall be deemed to be those in effect from time to time.

## **ARTICLE XII**

### **AMENDMENTS**

Section 1. AMENDMENT BY DIRECTORS. New bylaws may be adopted or these bylaws may be amended or repealed by the vote or written consent of a majority of the board of directors; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

Section 2. HIGH VOTE REQUIREMENT. If any provision of these bylaws requires the vote of a larger proportion of the board of directors than is otherwise required by the Code, that provision may not be altered, amended, or repealed except by that greater vote.



### CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of Elite Academic Academy Charter Schools, a California nonprofit public benefit corporation, does hereby certify that the foregoing Bylaws constitute the Bylaws of this corporation as duly adopted at the organizational meeting of the Board of Directors on February 8, 2018, 2017.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this \_\_\_\_\_ day of February 2018, 2017.

DocuSigned by:  
*Brent Woodard*  
Brent woodard, Secretary



# **Exhibit C**

**ELITE ACADEMIC ACADEMY-LUCERNE  
ACKNOWLEDGEMENT RESOLUTIONS**

The undersigned, on behalf of Elite Academic Academy-Lucerne, a California nonprofit public benefit corporation (the “Company”), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the “Board”) of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on May 9, 2019 at 9:00 a.m., Pacific Time, virtually, and in Temecula, California. A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Acknowledgment Resolution (as defined below).

Sale of Additional Receivables

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, San Bernardino County, the San Bernardino County Office of Education, the San Bernardino County Superintendent of Schools, the Lucerne Valley Unified School District, the Special Education Local Plan Area (“SELPA”), and/or the United States federal government (in each case, the “Payor”).

WHEREAS, the Company instructs the Payor, pursuant to the Payor’s policies and procedures, as to the location and manner of payment of the Company’s receivables.

WHEREAS, at a meeting held on September 6, 2018, the Board authorized the sale of a total of up to \$4,750,000.00 of gross receivables value and \$4,250,000.00 of initial purchase (face value) to Charter School Capital, Inc. (“CSC”) and wishes to increase the amount authorized at this time;

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell additional receivables and payments (the “Receivables”) to CSC at a discount to face value in an amount not to exceed the lesser of \$8,807,679.00 of gross receivables value, and \$7,074,000.00 of initial purchase (face value) for a total of (i) \$13,557,679.00 of gross receivables value, and (ii) \$11,324,000.00 of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of Susan McDougal, as Board President; Kent Christensen, as Board Treasurer; and Brent Woodard, as Chief Executive Officer (such persons and their duly elected and qualified successors, the “Authorized Officers”) is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms Letters, the Paying Agency Agreements and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables, and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.


RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes:            \_\_\_ 2 \_\_\_  
Nays:             \_\_\_ 0 \_\_\_  
Absent:           \_\_\_ 1 \_\_\_  
Abstain:          \_\_\_ 0 \_\_\_

The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

**ELITE ACADEMIC ACADEMY-LUCERNE**

By:  \_\_\_\_\_  
DocuSigned by:  
Susan McDougal  
DB25CF61CE56432...

Name: Susan McDougal

Title: President of the Board

Date: 5/9/2019

**ELITE ACADEMIC ACADEMY-LUCERNE  
ACKNOWLEDGEMENT RESOLUTION #18-19-4**

The undersigned, on behalf of Elite Academic Academy-Lucerne, a California nonprofit public benefit corporation (the "Company"), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the "Board") of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on September 6, 2018 at 9:00 a.m., Pacific Time in Southern California. A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Acknowledgment Resolution (as defined below).

Sale of Receivables

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, San Bernardino County, the San Bernardino County Office of Education, the San Bernardino County Superintendent of Schools, the Lucerne Valley Unified School District, the Special Education Local Plan Area ("SELPA"), and/or the United States federal government (in each case, the "Payor").

WHEREAS, the Company instructs the Payor, pursuant to the Payor's policies and procedures, as to the location and manner of payment of the Company's receivables.

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell receivables and payments (the "Receivables") to Charter School Capital, Inc. ("CSC") at a discount to face value in an amount not to exceed the lesser of (i) \$4,750,000.00 of gross receivables value and (ii) \$4,250,000.00 of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of Dr. Brent Woodard, as Chief Executive Officer; Susan McDougal, as Board President; and Meghan Freeman, as Chief Academic Officer (such persons and their duly elected and qualified successors, the "Authorized Officers") is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms Letters, the Paying Agency Agreements and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable

to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables, and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.

RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes:	<u>2</u>
Nays:	<u>0</u>
Absent:	<u>1</u>
Abstain:	<u>    </u>

\* \* \*



The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

**ELITE ACADEMIC ACADEMY-LUCERNE**

By: 

Name: **Dr. Brent Woodard**

Title: **Board Secretary**

Date: September 6, 2018



Remit To:  
 Staples Technology Solutions  
 P.o. Box 95230  
 Chicago, IL 60694  
 Call:1-888-438-4806

Invoice Number NDD223  
 Invoice Date 10-14-2022

Customer: 03548302  
 ELITE ACADEMIC ACADEMY  
 ATTN: Teresa Schaffer  
 43414 BUSINESS PARK DR  
 TEMECULA, CA 925905526

P/O#: 527203156  
 ATTN: CHRISTOPHER WAITHE  
 PHONE#: 866-354-8302 X 744  
 EMAIL: CWAITHE@ELITEACADEMIC.COM  
 Salesperson: T.Hodge  
 CO-DV-DP: 01-17-12  
 Printed: 10-14-2022 @ 09:11PM  
 Order#/Date: 666GBF / 10-12-2022  
 Terms: NET 30  
 Ship Via: FEDEX FREIGHT ECONOY  
 Ship Date: 10-13-2022  
 Whse/Order Type: Missouri Warehouse / Drop

Ship-To:  
 CHRISTOPHER WAITHE  
 ELITE ACADEMIC ACAD TECH PROGRAM  
 43414 BUSINESS PARK DR  
 PO# 527203156  
 TEMECULA, CA 92590

Line	Code	Description	Qty.	UOM	Price	Extended
1	XE310XBAKB1U	SAMSUNG CHROMEBOOK 4 11.6"  P/O Line# 1  State Electronic Waste Recycling Fee \$4.00/unit Total Electronic Waste Recycling Fee \$200.00  Serial #s : 4K9W9FAR100657 4K9W9FAR100689 4K9W9FCR200144 4K9W9FCR200696 4K9W9FCR200896 4K9W9FCR201150 4K9W9FCR204538 4K9W9FCR204580 4K9W9FDR206207 4K9W9FDR302531 4K9W9FDR302537 4K9W9FDR302931 4K9W9FDR302952 4K9W9FDR302957 4K9W9FDR303050 4K9W9FDR303178 4K9W9FDR303210 4K9W9FDR303655 4K9W9FNR200090 4K9W9FNR200091 4K9W9FNR200117 4K9W9FNR200122 4K9W9FNR200129 4K9W9FNR200135 4K9W9FNR200151 4K9W9FNR200152 4K9W9FNR200160 4K9W9FNR200188 4K9W9FNR200196 4K9W9FNR200236 4K9W9FNR200276 4K9W9FNR200392 4K9W9FNR200422 4K9W9FNR200424 4K9W9FNR200427 4K9W9FNR200449 4K9W9FNR200456 4K9W9FNR200464 4K9W9FNR200476 4K9W9FNR200483 4K9W9FNR200492 4K9W9FNR200496 4K9W9FNR200520 4K9W9FNR200522 4K9W9FNR200525 4K9W9FNR200528 4K9W9FNR200530 4K9W9FNR200538 4K9W9FNR200541 4K9W9FNR200545  Tracking/PRO Numbers <a href="#">9263207225</a>  Thank You! STS: 04-2896127  <b>EAA - Mountain</b> <b>Acct Code: 4420</b> <b>Amount: \$6,660.89</b> <b>Reviewed By: KD</b>  <b>EAA - Lucerne</b> <b>Acct Code: 4420</b> <b>Amount: \$6,660.89</b> <b>Reviewed By: KD</b>	50	EA	241.320	12,066.00

**TERMS AND CONDITIONS OF SALE**

- Tax and freight charges may be added, all product shipped FOB shipping point, unless otherwise specified.
- In the event that payment is not made within the terms of this invoice, a service charge of 1.5% per month shall be assessed on the unpaid balance overdue. Buyer understands and agrees that the service charge is reasonable in light of the anticipated or actual harm, the difficulties of proof of loss, and the inconvenience of otherwise obtaining adequate remedy arising from a default in payment.
- Damage in transit must be reported to carrier and inspection requested within 3 days of delivery to your premises
  - a) Examine cartons carefully before accepting delivery receipt and note damage or shortage on freight bill of delivery receipt.
  - b) Unpack merchandise promptly to detect concealed damage, save cartons for inspection.
  - c) Notify your Staples Technology Solutions Customer Service team immediately.
- Returns subject to terms of Staples Technology Solutions Return Policy found here [Return Policy](#)
- All products returned for reasons other than manufacturer defects are subject to a 15% restocking charge

Subtotal \$	12,066.00
Sales Tax \$	1,055.78
Fees \$	200.00
Freight \$	0.00
Misc \$	0.00
<b>Total \$</b>	<b>13,321.78</b>

**2022–23 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Meghan Freeman
Authorized Representative's Signature	
Authorized Representative's Title	CEO
Authorized Representative's Signature Date	09/12/2022

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Miguel Cordova, Title I Policy, Program, and Support Office, [MCordova@cde.ca.gov](mailto:MCordova@cde.ca.gov), 916-319-0381

### Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Meghan Freeman
Authorized Representative's Title	CEO
Authorized Representative's Signature Date	09/12/2022
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2022–23 LCAP Federal Addendum Certification

### CDE Program Contact:

Local Agency Systems Support Office, [LCAPAddendum@cde.ca.gov](mailto:LCAPAddendum@cde.ca.gov), 916-323-5233

### Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

### Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) or District</b> For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b> Enter the adoption date of the current LCAP	06/16/2022
Authorized Representative's Full Name	Meghan Freeman
Authorized Representative's Title	CEO

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2022–23 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
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**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	No
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	No

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, [HThomson@cde.ca.gov](mailto:HThomson@cde.ca.gov), 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	We are a non classroom based charter school. N/A

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## **Community Service Hours High School Elective Credits**

All high school students enrolled at Elite Academic Academy have the opportunity to complete up to 180 hours of unpaid community service for a non-profit agency, for 10 total elective credits. 90 hours of Community Service equals 5 elective credits. Therefore, 45 hours of community service equals 2.5 elective credits for high school students. This can include volunteering at the school. These hours may be completed in grades 9 through 12. **Community Service is added to the student's transcript as "Credit" and does not count toward their GPA.**

NOTE: LATE LOGS ARE NOT ACCEPTED. LOGS ARE DUE EACH LEARNING PERIOD.

### **The student needs to:**

- Contact an agency to determine if the agency has a non-profit tax status (Schools, government offices and libraries are examples).
- Arrange with the personnel staff there to work at regularly scheduled times.
- Determine the appropriate clothing for the volunteer site and duties.
- Each time the student completes hours toward Community Service please ensure the Log is signed by all parties. Complete the reflection on your Log each learning period.
- Turn in the signed log for each learning period to your Elite Educator. Once the set amount of hours have been completed for credit, your Elite Educator will report the credits on your Report Card.

### **Additional Information:**

- Students who have volunteered through a religious organization to participate in a strictly nondenominational outreach (beyond the members of the church) activity that focus on providing assistance to disenfranchised individuals or groups of individuals for the sole purpose of providing some type of relief (food, clothing, housing, financial assistance, etc.), not to include the dissemination of religious literature, may receive HS elective credit for Community Service.
- Chief Student Development Officer or designee may review, upon request, the merit of activities that do not strictly follow the above guidelines.
- If you aren't sure, please ask. Don't assume what will and or won't count toward Community Service hours.

### **Unacceptable Placements (for profit):**

- Veterinarians' Offices- but animal rescue organizations are acceptable.
- Private Schools
- Medical Doctor or Dentist Office – unless this is an outreach service such as County Health.





## Elite Academic Academy Community Service Log

Student's Name: \_\_\_\_\_

Elite Educator: \_\_\_\_\_

Grade: \_\_\_\_\_

12 hours of approved community service is equal to 1 credit. 60 hours of approved community service is equal to 5 credits. All community service must be completed during the school year.

Date	Community Service Activity	Hours	Parent/Supervisor Signature
<b>Total Hours</b>			

Write a short summary of what you learned through community service this learning period. What was your favorite activity? Least favorite?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Nonpublic, Nonsectarian  
School/Agency Services*

**MASTER CONTRACT**

**2022-2023**

# Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY – LUCERNE

Contract Year 2022-2023

        
X  
      

Nonpublic School

Nonpublic Agency

### Type of Contract:

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

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

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

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

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**2022-2023****CONTRACT NUMBER:CCES-2223**

**LOCAL EDUCATION AGENCY: ELITE ACADEMIC ACADEMY – LUCERNE**  
**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Charter’s Choice Educational Services

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert/Mountain Charter SELPA and Charter’s Choice Educational Services. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE

pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract



negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

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

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## ADMINISTRATION OF CONTRACT

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

**9. MAINTENANCE OF RECORDS**

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

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

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

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

\$2,000,000 per occurrence

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its

subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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



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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

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

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

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated

instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

**20. NON-DISCRIMINATION**

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

**EDUCATIONAL PROGRAM**

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

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

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

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

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

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

**24. CLASS SIZE**

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

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

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

**25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

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

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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 students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR



shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy

pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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

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

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

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

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

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

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with

the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

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

**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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

authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and 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); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

**42. STATE MEAL MANDATE**

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

**43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at 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 individualized education program, 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 have any pupils enrolled at the school at the time of placement.

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

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

The 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

## PERSONNEL

### **44. CLEARANCE REQUIREMENTS**

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

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

#### **45. STAFF QUALIFICATIONS**

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

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

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development • The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an

accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

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

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

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

**47. STAFF ABSENCE**

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

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



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

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

**51. ADMINISTRATION OF MEDICATION**

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

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

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

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

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

## **57. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

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

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

**59. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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

**NONPUBLIC AGENCY STUDENT ABSENCE**

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

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

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

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

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

**61. INSPECTION AND AUDIT**

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

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

Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

**62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers;

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Charter's Choice Educational Services**  
**Nonpublic School/Agency**

**Elite Academic Academy – Lucerne**  
**LEA Name**

DocuSigned by:  
 By: Jane Hamilton 9/19/2022  
 Signature Date  
 Jane Hamilton Charter's Choice Educational Service  
**Name and Title of Authorized Representative**

DocuSigned by:  
 By: Meghan Freeman 9/16/2022  
 Signature Date  
 MEGHAN FREEMAN Chief Executive Officer  
**Name and Title of Authorized Representative**

<b>Notices to CONTRACTOR shall be addressed to:</b> Jane Hamilton Director	<b>Notices to LEA shall be addressed to:</b> Meghan Freeman, CEO
<b>Name and Title</b> Charter's Choice Educational Service	<b>Name and Title</b> Elite Academic Academy – Lucerne
<b>Nonpublic School/Agency/Related Service Provider</b> 2390 Crenshaw Blvd 534	<b>LEA</b> 43414 Business Park Dr.
<b>Address</b> Torrance	<b>Address</b> Temecula, CA. 92590
<b>City</b> 323-205-5034 <b>State</b> Ca 90501 <b>Zip</b>	<b>City</b> <b>State</b> <b>Zip</b> 866-354-8302
<b>Phone</b> jhamilton@charterschoice.com <b>Fax</b>	<b>Phone</b> mfreeman@eliteacademic.com <b>Fax</b>
<b>Email</b>	<b>Email</b>

**Additional LEA Notification (Required if completed)**  
 Michonne Taylor – SPED Administrative Assistant

---

**Name and Title**  
 43414 Business Park Dr.

---

**Address**  
 Temecula, CA. 92590

---

**City** **State** **Zip**  
 866-354-8302

---

**Phone** mtaylor@eliteacademic.com **Fax**

---

**Email**

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Charter’s Choice Educational Services

The CONTRACTOR CDS NUMBER: 9900963

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$130</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

*Nonpublic, Nonsectarian  
School/Agency Services*

**MASTER CONTRACT**

**2022-2023**

# Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY – LUCERNE

Contract Year 2022-2023

        
X  
      

Nonpublic School

Nonpublic Agency

### Type of Contract:

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

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

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

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

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**2022-2023****CONTRACT NUMBER: EPCC22.23LU****LOCAL EDUCATION AGENCY: ELITE ACADEMIC ACADEMY – LUCERNE****NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: El Paseo Children’s Center, Inc****NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT****AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert/Mountain Charter SELPA and El Paseo Children’s Center, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in

effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code

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

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
  
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## ADMINISTRATION OF CONTRACT

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

## **9. MAINTENANCE OF RECORDS**

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

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

## **10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

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

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

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the

term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

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

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

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

**20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

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

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

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

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

**22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

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

## **23. INSTRUCTIONAL MINUTES**

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

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

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

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

**24. CLASS SIZE**

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

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

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

**25. CALENDARS**

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

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

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

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

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

**26. DATA REPORTING**

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

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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



IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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 students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR

shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy

pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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

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

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

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

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

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

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with

the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

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

**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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

authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and 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); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

**42. STATE MEAL MANDATE**

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

**43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at 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 individualized education program, 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 have any pupils enrolled at the school at the time of placement.

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

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

The 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

## PERSONNEL

### **44. CLEARANCE REQUIREMENTS**

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

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

#### **45. STAFF QUALIFICATIONS**

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

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

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development • The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an



accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

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

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

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

**47. STAFF ABSENCE**

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

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

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

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

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

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

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

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

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

**51. ADMINISTRATION OF MEDICATION**

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

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

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

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

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

**57. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

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

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

**59. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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

**NONPUBLIC AGENCY STUDENT ABSENCE**

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

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

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

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

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

**61. INSPECTION AND AUDIT**

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

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



Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

**62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers;

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 27th day of October, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**


**LEA**

Brent Cooper, CEO

Elite Academic Academy – Lucerne

**Nonpublic School/Agency**

**LEA Name**

DocuSigned by:  
  
 By: \_\_\_\_\_ 10/27/2022  
 Signature Date  
 Brent Cooper CEO

By: \_\_\_\_\_  
 Signature Date

**Name and Title of Authorized Representative**

**Name and Title of Authorized Representative**

**Notices to CONTRACTOR shall be addressed to:**

Brent Cooper CEO

**Notices to LEA shall be addressed to:**

Meghan Freeman, CEO

**Name and Title**  
 Brent Cooper, CEO

**Name and Title**  
 Elite Academic Academy – Lucerne

**Nonpublic School/Agency/Related Service Provider**

El Paseo Children's Center, Inc

**LEA**

43414 Business Park Dr.

**Address**  
 74075 El Paseo Drive Suite A2B

**Address**  
 Temecula, CA. 92590

**City State Zip**  
 Palm Desert CA, 92260

**City State Zip**  
 866-354-8302

**Phone Fax**  
 b.cooper@elpaseostaffing.com

**Phone Fax**  
 mfreeman@eliteacademic.com

**Email**

**Email**

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

Michonne Taylor – SPED Administrative Assistant

**Name and Title**  
 43414 Business Park Dr.

**Address**  
 Temecula, CA. 92590

**City State Zip**  
 866-354-8302

**Phone Fax**  
 mtaylor@eliteacademic.com

**Email**

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: El Paseo Children’s Center, Inc.

The CONTRACTOR CDS NUMBER: 9901718

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$100</u>	<u>hour</u>
<u>Adapted Physical Education (425)</u>	<u>\$100</u>	<u>hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$100</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>\$110</u>	<u>hour</u>
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>\$100</u>	<u>hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____





El Paseo  
Children's  
Center, Inc.

Educational Staffing Solutions

## Brent Cooper, LEP

74-075 El Paseo Drive, Suite A2B  
Palm Desert, CA 92260  
Phone: 760-342-4900  
B.Cooper@ELPaseoStaffing.com

## 2022-2023 Fee Schedule

VIRTUAL/IN PERSON EVALUATIONS*	Rate
Psycho Educational Evaluation	\$2,500
Speech Evaluation	\$1,850
Visual Impairment Evaluation	\$2,300
Deaf and Hard of Hearing Evaluation	\$2,300
Occupational Therapy Evaluation	\$1,850
Adaptive PE Evaluation	\$1,850
Orthopedic Impairment Evaluation	\$1,850
Assistive Technology Evaluation	\$1,850
AAC Evaluation	\$1,850
Physical Therapy Evaluation	\$1,850
Behavioral Assessment (FBA)	\$2,500
VIRTUAL SERVICES	Rate Per Hour
Behavior Intervention Services	\$100
Speech Services	\$100
OT Services	\$100
APE Services	\$100
PT Services	\$110
VI Services	\$110
IEP Attendance	\$100

*Hourly In-person services will be billed additionally for the providers' travel time at the identified service rate in addition to mileage based on the current IRS rates.*

### **Services Time Less Than 60 Minutes:**

*Services delivered that are less than 60 minutes will be billed the full hourly rate.*

**No Show for services: 50 percent of the hourly rate**

**-Parent No Show at IEP**

**Meetings \$60 flat fee**

*Nonpublic, Nonsectarian  
School/Agency Services*

**MASTER CONTRACT**

**2022-2023**

# Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY – LUCERNE

Contract Year 2022-2023

  X   Nonpublic School  
       Nonpublic Agency

### Type of Contract:

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

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

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

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



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**2022-2023****CONTRACT NUMBER: UBS22-23LU**

**LOCAL EDUCATION AGENCY: ELITE ACADEMIC ACADEMY – LUCERNE**  
**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: The Upward Bound School, Inc**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert/Mountain Charter SELPA and The Upward Bound School, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in

effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code

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

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
  
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## ADMINISTRATION OF CONTRACT

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.



## **9. MAINTENANCE OF RECORDS**

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

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

## **10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

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

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

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the

term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

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

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

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

**20. NON-DISCRIMINATION**

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

**EDUCATIONAL PROGRAM**

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

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

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

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

**22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

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

## **23. INSTRUCTIONAL MINUTES**

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



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

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

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

**24. CLASS SIZE**

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

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

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

**25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

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

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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 students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR

shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy

pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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

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

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

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

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

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

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with

the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

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

**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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



authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and 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); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

**42. STATE MEAL MANDATE**

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

**43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at 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 individualized education program, 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 have any pupils enrolled at the school at the time of placement.

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

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

The 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

## PERSONNEL

### **44. CLEARANCE REQUIREMENTS**

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

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

#### **45. STAFF QUALIFICATIONS**

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

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

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development • The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an

accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

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

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

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

**47. STAFF ABSENCE**

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

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

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

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

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

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

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

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

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

**51. ADMINISTRATION OF MEDICATION**

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

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

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

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

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

**57. RIGHT TO WITHHOLD PAYMENT**

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



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

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

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

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

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

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

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

**59. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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

**NONPUBLIC AGENCY STUDENT ABSENCE**

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

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

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

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

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

**61. INSPECTION AND AUDIT**

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

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

Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

**62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers;

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

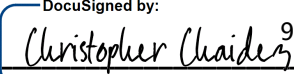
**LEA**


The Upward Bound School Inc.

Elite Academic Academy – Lucerne

**Nonpublic School/Agency**

**LEA Name**

DocuSigned by:  
  
 By: Christopher Chaidez 9/27/2022  
 Signature Date  
 Christopher Chaidez  
 Name and Title of Authorized Representative

DocuSigned by:  
  
 By: MEGHAN FREEMAN 9/27/2022  
 Signature Date  
 MEGHAN FREEMAN Chief Executive Officer  
 Name and Title of Authorized Representative

<b>Notices to CONTRACTOR shall be addressed to:</b>	<b>Notices to LEA shall be addressed to:</b>
Christopher Chaidez President of The Upward Bound School Inc	Meghan Freeman, CEO
<b>Name and Title</b> The Upward Bound School Inc.	<b>Name and Title</b> Elite Academic Academy – Lucerne
<b>Nonpublic School/Agency/Related Service Provider</b>	<b>LEA</b>
D	43414 Business Park Dr.
<b>Address</b> 9798 gene st	<b>Address</b> Temecula, CA. 92590
<b>City</b> Cypress <b>State</b> Ca <b>Zip</b>	<b>City</b> <b>State</b> <b>Zip</b> 866-354-8302
<b>Phone</b> chris.chaidez@k12ses.com <b>Fax</b>	<b>Phone</b> mfreeman@eliteacademic.com <b>Fax</b>
<b>Email</b>	<b>Email</b>

**Additional LEA Notification  
 (Required if completed)**  
 Michonne Taylor – SPED Administratrice Assistant

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**Name and Title**  
 43414 Business Park Dr.

---

**Address**  
 Temecula, CA. 92590

---

**City** **State** **Zip**  
 866-354-8302

---

**Phone** mtaylor@eliteacademic.com **Fax**

---

**Email**

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Upward Bound School, Inc  
 The CONTRACTOR CDS NUMBER: 9902109

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>Virtual/In person RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$120 / \$135</u>	<u>per hour</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$120 / \$135</u>	<u>per hour</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Parent Counseling (520)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Psychological Services (530)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

Specialized Academic Instruction (individual)	\$90 / \$95	per hour
Specialized Academic Instruction (group)	\$90 / \$95 first student \$55 each additional	per hour per hour
Attendance to IEP meetings	same as service rate	perhour