



“Providing a strong educational foundation to all students who are in need of direction and support in learning English and finding their way in a new culture.”

GOVERNING BOARD AGENDA- Regular Board Meeting

Meeting of Tuesday, June 30, 2026 at 5:30PM

5465 El Cajon Blvd., San Diego, CA 92115 (Library)

Join Zoom Meeting:

<https://iftincharter-net.zoom.us/j/86455643788?jst=2>

Mission: Iftin Charter School provides students in grades TK-8 an academically rigorous, common core aligned curriculum, supplemented with a technology intensive program in a student centered, safe and caring learning environment. ICS addresses the needs of a diverse group of students, their families and communities by building on the strengths of the students’ cultural heritage and life experiences. ICS students are educated and enlightened to become successful, lifelong learners and valuable members of the global community.

Approval of Agenda: Faisal Ali

WELCOME GUESTS / CALL TO ORDER 5:30PM

Roll Call

Faisal Ali	President
Rahmo Abdi	Secretary
Mulki Hersi	Treasurer
Dr. Joseph Johnson	Member
Ibrahim Hassan	Member
Rashid Mursal	Member

PUBLIC COMMENT

PUBLIC COMMENT— Anyone wishing to address the Board on agenda, non-agenda, and/or Closed Session items may do so. Individual speakers will be limited to three (3) minutes. Total public input on any one subject may be limited to fifteen (15) minutes, and may be extended at the discretion of the Board Chairperson. Comments on an agenda item may be taken when the agenda item is discussed by the Board. Comments on non-agenda items will be heard before the Consent Motion.

Consent Items

None

Discussion Items

- A) CEO Report
- B) Instructional Continuity Plan
- C) BeUtmost Contract
- D) STS Contract
- E) Fatuma Cuisine Contract
- F) School Bus Bids
 - A-Z Bus Sales Quote
 - National Bus Sales Quote
 - Bus West Quote
- G) Renewal Cisco Licenses

Action Items

- A) Approve: Instructional Continuity Plan
- B) Approve: BeUtmost Contract
- C) Approve: STS Contract
- D) Approve: Fatuma Cuisine Contract
- E) Approve: School Bus Bids
 - a. A-Z Bus Quote
 - b. National Bus Sales Quote
 - c. BusWest Quote
- F) Approve: GIGAKOM Cisco Licenses Quote

Closed Session

None

Report to Open Session

Reportable Action:

Advanced Planning

The next regularly scheduled Governing Board Meeting is July 31, 2026

ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of Iftin Charter School at (619)265-2411. Notification of 48 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accessibility to that meeting (28 CFR 35.102.35.104) If you would like to request any attachments or other public documents, contact Abdi Mohamud at: Moahamud@iftincharter.net

IFTIN CHARTER SCHOOL

Instructional Continuity Plan (ICP)

For inclusion in the Comprehensive School Safety Plan (CSSP)

The Governing Board of Iftin Charter School hereby adopts this Instructional Continuity Plan (ICP) pursuant to California Education Code section 32282(a)(3)(A) and incorporates this plan into the School's Comprehensive School Safety Plan (CSSP).

This Instructional Continuity Plan is intended to ensure continuity of teaching, learning, student support services, and family engagement during emergencies or natural disasters that disrupt normal in-person instruction.

This Plan is adopted to comply with statutory requirements effective July 1, 2025, and shall be reviewed annually in conjunction with the Comprehensive School Safety Plan, or more frequently as conditions warrant.

School	Iftin Charter School
Address	5465 El Cajon Blvd., San Diego, CA 92115
Phone	(619) 265-2411
Grades Served	TK-8 public charter school
Approval Date	June 30, 2026

Important use note: This document is a complete draft template for Iftin Charter School. Before final adoption, school leadership should verify operational details, staff titles/names, contact systems, technology inventory, independent study procedures, special education/504 procedures, multilingual communication methods, and Board approval requirements.

Purpose statement: This Instructional Continuity Plan establishes how Iftin Charter School will maintain student engagement, family communication, support services, and access to instruction when an emergency or natural disaster disrupts in-person instruction.

Contents

- 1. Legal Foundation and Applicability
- 2. Plan Goals and Activation
- 3. Incident Leadership and Responsibilities
- 4. Family and Student Engagement Plan - 5 Calendar Days
- 5. Instructional Access Plan - 10 Instructional Days
- 6. Independent Study and Remote Instruction Procedures
- 7. Technology, Connectivity, and Materials Access
- 8. Student Supports and Equity Commitments
- 9. Special Education and Section 504 Continuity
- 10. English Learner and Multilingual Family Communication
- 11. Attendance, Engagement, Grading, and Documentation
- 12. Nutrition, Mental Health, and Wraparound Supports
- 13. Reopening, Make-Up Instruction, and Return to Normal Operations
- 14. Staff Training, Annual Review, and Board/CSSP Integration
- Appendices A-G

1. Legal Foundation and Applicability

California Education Code section 32282(a)(3)(A) requires each local educational agency, including charter schools, to adopt and maintain an Instructional Continuity Plan within its Comprehensive School Safety Plan. The purpose of the plan is to ensure that students continue receiving educational services and support during emergencies or natural disasters that significantly disrupt normal school operations.

This Plan establishes the procedures Iftin Charter School will implement to:

- Maintain two-way communication and engagement with students and families within five (5) calendar days following an emergency.
- Identify and respond to student academic, social-emotional, mental health, technology, accessibility, and basic needs.
- Provide access to instruction through in-person, alternate-site, independent study, remote, or hybrid instructional models as soon as practicable and no later than ten (10) instructional days after the emergency event.
- Ensure equitable access for all student groups, including English learners, students with disabilities, foster youth, homeless youth, and students experiencing barriers to participation.

Minimum statutory requirements addressed by this plan:

Requirement	Required Timeline	Where Addressed
Engage students and families, including two-way communication and needs identification for social-emotional, mental health, and academic needs.	As soon as practicable and no later than 5 calendar days following the emergency.	Sections 4, 8, 10, 12; Appendices B, C, D
Provide access to in-person instruction or remote instruction pursuant to California independent study requirements.	As soon as practicable and no later than 10 instructional days following the emergency.	Sections 5, 6, 7, 9, 11; Appendices E, F
Include the ICP within the Comprehensive School Safety Plan and maintain local approval/adoption records.	Required for CSSP inclusion; verify annually and after emergency events.	Sections 14 and Appendix G

2. Plan Goals and Activation

- Protect student and staff safety while preserving access to learning.
- Contact and support students and families quickly using multiple communication methods.
- Identify and respond to academic, mental health, social-emotional, technology, nutrition, and basic needs.
- Launch in-person instruction at an alternate safe site or remote/independent study instruction within the required timeline.
- Ensure equitable access for students with disabilities, English learners, foster youth, students experiencing homelessness, and students without reliable technology or internet access.
- Maintain documentation needed for compliance, attendance accounting, emergency attendance credit, and after-action review.

Activation triggers may include, but are not limited to: wildfire/smoke conditions, earthquake, flood, severe weather, power outage, public health emergency, facility damage, civil emergency, transportation disruption, hazardous material incident, or any other event that prevents safe in-person instruction or causes a material decrease in attendance.

Activation decision protocol

Step	Action	Lead	Evidence/Documentation
1	Assess safety status, facility access, utility status, staffing, transportation,	CEO/Designee with Operations/Safety Lead	Incident notes, photos, utility alerts, public agency notices

	communications, and expected instructional disruption.		
2	Determine whether ICP activation is needed for all students, a grade span, or a subgroup.	CEO/Designee	Activation memo or email to leadership team
3	Notify staff of activation level, roles, communication scripts, and first operational period priorities.	CEO/Designee	Staff notification, sign-in or acknowledgment records
4	Begin family/student engagement protocol and needs assessment.	Office Team, Teachers, Student Support Staff	Family contact log and student needs tracker
5	Select instructional continuity model and launch planning for instruction within 10 instructional days.	Instructional Leadership Team	Instructional launch plan, schedules, independent study records

3. Incident Leadership and Responsibilities

Iftin Charter School shall utilize an Incident Command System (ICS)-aligned organizational structure during emergencies to ensure clear decision-making, communication, resource allocation, and continuity of instruction.

Role	Primary Responsibilities	Primary Staff/Title	Alternate/Backup
Incident/School Lead	Authorize ICP activation; communicate with Board/authorizer/public agencies; approve instructional model and reopening decisions.	CEO / Executive Director / Principal Designee	Assistant Administrator / Operations Lead
Safety and Operations Lead	Assess campus access, utilities, safety hazards, supplies, alternate sites, and facilities readiness.	Operations/Facilities Lead	Office Manager / Designee
Instructional Lead	Coordinate remote/independent study instructional model, grade-level schedules, curriculum access, teacher expectations, and feedback cycles.	Principal / Instructional Coach	Grade-Level Leads
Family Communication Lead	Coordinate messages to families, multilingual notices, call/text campaigns, website updates, and two-way response tracking.	Office Manager / Communications Designee	Bilingual Office Staff
Student Services Lead	Coordinate counseling, SEL check-ins, homelessness/foster support, attendance reengagement, meal/resource referrals, and student needs escalation.	Counselor / Student Support Lead	Designated Support Staff
Special Education/504 Lead	Coordinate IEP/504 service continuity, related services, accommodations, parent communication, service logs, and compensatory service review when needed.	Special Education Coordinator / Case Managers	CEO/Designee
English Learner Lead	Coordinate designated/integrated ELD continuity, language access, interpretation/translation, and	EL Coordinator / Teachers	Bilingual Staff/Designee

	multilingual family outreach.		
Technology Lead	Inventory and distribute devices/hotspots, provide help desk support, support LMS access, and track repairs/replacements.	Technology Coordinator / Designee	Office/Operations Staff

4. Family and Student Engagement Plan - 5 Calendar Days

Iftin Charter School will begin student and family engagement as soon as practicable and no later than five calendar days following the emergency. Engagement must include two-way communication and a process to identify academic, social-emotional, mental health, technology, and basic needs.

Timeframe	Communication Actions	Two-Way Method	Responsible Team	Documentation
Day 0-1	Issue initial safety and status notice. Confirm whether campus is open, closed, or pending assessment. Share next update time.	ParentSquare/text/email/phone; family reply option; website notice	CEO/Designee; Communications Lead	Notice copy; timestamp; channels used
Days 1-2	Teachers and office staff begin family contact attempts to confirm student safety, location, learning access, language needs, and urgent needs.	Phone calls, texts, ParentSquare replies, email, voicemail callback line	Teachers; Office Team	Family contact log
Days 2-5	Escalate outreach for unreachable students. Use alternate contacts, emergency contacts, mailed notices if needed, partner referrals, and home visit protocol when safe and appropriate.	Phone/text/email; emergency contacts; in-person outreach only if safe	Attendance/Student Services Lead	Escalation log; referral notes
By Day 5	Complete initial needs identification and provide families with instructional plan status, support contacts, technology pickup options, and next steps.	Family response survey/call log; help desk or office callback	Leadership Team	Needs tracker; support referrals

Required family contact information should include current phone numbers, email addresses, home language, preferred communication method, emergency contacts, technology access, internet access, transportation needs, and special program/support needs. Family contact lists should be exported or printed periodically so communication can continue during internet or power outages.

Student Reengagement

- Three documented contact attempts within five school days.
- Home language outreach.
- Attendance review.
- Counseling referral when needed.
- Technology/access assessment.
- Administrative review of non-responsive students.

5. Instructional Access Plan - 10 Instructional Days

Iftin Charter School will provide access to in-person instruction at the regular or an alternate safe site, or remote instruction through independent study, as soon as practicable and no later than 10 instructional days following the emergency.

Model	Use When	Core Actions	Equity/Access Safeguards
Regular in-person reopening	Campus is safe, staffing is sufficient, and utilities/services are operational.	Notify families; resume schedule; provide makeup/reengagement supports.	Support students who could not attend due to emergency impact.
Alternate site in-person instruction	Main campus is unsafe/unavailable but an alternate location is available.	Coordinate site agreement; transport/logistics; safety inspection; family notification.	Accessibility review, special education services, multilingual directions, meal access.
Remote instruction/independent study	In-person instruction is infeasible for all or some students.	Launch independent study agreements/work plans as required; provide synchronous/asynchronous options; distribute devices/materials.	Paper packets and offline options; translation/interpretation; IEP/504 supports; ELD access.
Hybrid/grade-span model	Partial campus access or staffing constraints require prioritization.	Prioritize students needing intensive services, younger learners, students with disabilities, and students without technology access.	Transparent prioritization and comparable access to assignments/teacher support.

Instructional launch milestones:

- Within 1-2 instructional days when feasible: identify model, communicate initial expectations, and provide short-term assignments or review materials.
- Within 3-5 instructional days when feasible: distribute devices/materials, post grade-level learning plans, begin teacher check-ins, and prioritize students with urgent access needs.
- No later than 10 instructional days: provide access to in-person instruction or remote instruction via independent study for impacted pupils.
- Ongoing: monitor participation, reengage students not participating, document supports, and adjust the model as conditions change.

6. Independent Study and Remote Instruction Procedures

When remote instruction is utilized, Iftin Charter School shall implement instruction consistent with applicable California charter school independent study requirements, including the use of written agreements, work products, certificated teacher supervision, attendance accounting procedures, and student engagement documentation as required by law.

Component	Iftin Procedure	Documentation
Student work expectations	Grade-level teams provide standards-aligned assignments in core subjects and, when practicable, enrichment or intervention tasks.	Weekly work plans, LMS posts, packets, teacher records
Teacher contact	Teachers provide regular communication, feedback, and academic support through phone, email, video, LMS, or other accessible methods.	Teacher contact logs, feedback records
Synchronous/asynchronous support	Use age-appropriate live check-ins where feasible; provide recorded/offline alternatives when students lack reliable	Schedules, attendance/participation records

	internet.	
Assessment and progress monitoring	Use work completion, formative checks, teacher review, curriculum assessments, and student conferences to monitor progress.	Gradebook, work samples, assessment records
Reengagement	Students who are not participating receive escalating outreach and supports, including family contact, needs assessment, and student services referral.	Reengagement log
Records	Maintain agreements, learning plans, work samples, attendance/engagement evidence, accommodations, and support notes as required.	Independent study files and compliance binder

7. Technology, Connectivity, and Materials Access

Need	Action	Lead	Documentation
Devices	Maintain inventory of Chromebooks/tablets/laptops; prioritize distribution to students without access; document checkout and return.	Technology Lead	Device inventory and checkout forms
Internet	Assess home internet access; provide hotspots or community options when available; provide offline packets if connectivity is not available.	Technology/Office Team	Connectivity survey and hotspot log
Learning platforms	Provide login information, password reset support, and family directions in home languages as feasible.	Technology Lead/Teachers	Help desk log; family guides
Printed materials	Prepare grade-level packets, textbooks, consumables, and pickup/mail/drop-off plans when online access is disrupted.	Instructional Lead/Office Team	Packet distribution log
Power outage backup	Maintain printed rosters, call lists, paper forms, and paper instructional packets for initial response.	Operations/Office Team	Emergency binder and packet inventory

8. Student Supports and Equity Commitments

Iftin Charter School will make reasonable efforts to ensure all students can access learning during an emergency, with particular attention to students with disabilities, English learners, students experiencing homelessness, foster youth, socioeconomically disadvantaged students, migrant students if applicable, and students lacking technology, internet, transportation, food, or stable housing.

Student needs will be tracked using a central needs assessment tool and routed to the appropriate support lead. Staff will document the date, need identified, support provided, referral made, and follow-up outcome.

Equity safeguards include multilingual communication, accessible materials, paper/offline options, device distribution, targeted family outreach, counseling referrals, IEP/504 coordination, ELD continuity, and prioritization of in-person support when safe and feasible.

9. Special Education and Section 504 Continuity

The Special Education/504 Lead will coordinate with case managers, service providers, and families to provide services and accommodations to the greatest extent practicable during emergency conditions.

Case managers will review each impacted student's IEP or 504 Plan to identify services, accommodations, assistive technology, communication needs, behavior supports, and parent contact expectations that must continue in the selected instructional model.

Service logs, communication logs, missed services, barriers, and family input will be documented. After normal operations resume, the team will review whether additional IEP/504 meetings, recovery supports, or compensatory service considerations are needed.

10. English Learner and Multilingual Family Communication

Iftin Charter School will provide meaningful language access for families, including translated written notices and interpretation for key communications when feasible.

Designated and integrated English Language Development will continue through the selected instructional model using grade-level materials, teacher check-ins, small group supports, or packet-based ELD activities as needed.

Family outreach should use the home language information in the student information system and include bilingual staff or interpreters when available.

11. Attendance, Engagement, Grading, and Documentation

Attendance and engagement procedures will follow current California law, CDE guidance, and Iftin Charter School policies for the instructional model in use.

For remote/independent study instruction, staff will document participation, work completion, contact attempts, teacher feedback, and reengagement steps. For in-person or alternate-site instruction, staff will use standard attendance procedures with emergency-specific notes as needed.

Grading should emphasize standards-based progress, reasonable flexibility, student circumstances, and opportunities to make up work when emergency conditions prevent timely completion.

12. Nutrition, Mental Health, and Wraparound Supports

Iftin Charter School will communicate available meal service, community food resources, counseling supports, and emergency assistance referrals to families as soon as practicable.

Student support staff will prioritize check-ins for students and families reporting mental health needs, grief/loss, displacement, exposure to trauma, or disengagement from school.

The school will maintain a current list of local emergency resources, including county emergency information, food distribution resources, mental health crisis contacts, housing supports, and public health information.

13. Reopening, Make-Up Instruction, and Return to Normal Operations

The CEO/Designee, in consultation with safety, operations, instructional, and student services staff, will determine when normal or modified in-person operations can resume. Decisions should consider facility safety, public agency guidance, staffing, utilities, transportation, student/family needs, and the ability to provide required services.

Area	Return-to-Operations Action	Evidence
Safety	Complete facility review, hazard mitigation, utility restoration, and cleaning as needed.	Inspection notes; clearance notices
Communication	Notify families and staff of reopening	Message copies; delivery logs

	date, schedule, transportation/meal information, and supports.	
Instruction	Transition students back to in-person learning; provide makeup opportunities or intervention for missed learning.	Schedules; intervention rosters
Student services	Review student needs tracker and continue counseling, attendance, homeless/foster, EL, IEP/504, and other supports.	Case notes; support plans
Compliance	Compile records for CSSP/ICP implementation, J-13A if applicable, Board updates, and after-action review.	ICP binder; Board report; J-13A documentation

14. Staff Training, Annual Review, and Board/CSSP Integration

This ICP should be reviewed at least annually as part of the Comprehensive School Safety Plan process, after major staffing or system changes, and after any emergency activation. The school should maintain evidence of review, staff training, and local approval/adoption.

- Annual update of staff roles, alternates, emergency contact lists, technology inventory, communication systems, and family language access information.
- Training for staff on the 5-calendar-day family engagement requirement and 10-instructional-day instructional access requirement.
- Practice of family contact log procedures, needs assessment procedures, and technology/material distribution procedures.
- Review of special education, Section 504, English learner, homeless/foster youth, and student support continuity procedures.
- Board/local approval and CSSP integration, with adoption date and revision history documented.

Appendix A: ICP Activation Checklist

- Confirm emergency event and scope.
- Assess facility safety, staffing, utilities, technology, transportation, and community conditions.
- Activate leadership roles and staff communication tree.
- Issue initial family/staff notice.
- Begin family contact and needs assessment log.
- Select instructional continuity model.
- Prepare device/material distribution.
- Document all decisions and barriers.

Appendix B: Family Initial Message Template

- Subject: Iftin Charter School Emergency Update
- Dear Iftin Families, Iftin Charter School is currently responding to [brief description of emergency]. Student and staff safety is our priority. At this time, [campus status]. We will provide the next update by [date/time]. Please reply to this message or call [school contact number] to let us know if your child is safe and whether your family needs help with technology, internet, learning materials, meals, counseling, or other support.

Appendix C: Student/Family Needs Assessment Questions

- Is your child safe and with a parent/guardian or trusted adult?
- What is the best phone number and email to reach your family during this emergency?

- Do you need communication in a language other than English? Which language?
- Does your child have access to a working device for learning?
- Does your child have reliable internet access?
- Does your child need printed assignments or textbooks?
- Does your family need food, housing, transportation, counseling, or other support?
- Does your child have an IEP, 504 Plan, health plan, or other support need that requires follow-up?
- What is the best time and method for a teacher or staff member to contact you?

Appendix D: Five-Day Engagement Tracking Fields

- Student name
- Grade/teacher
- Parent/guardian name
- Preferred language
- Contact method attempted
- Date/time of attempt
- Outcome
- Needs identified
- Referral/support provided
- Follow-up owner
- Follow-up due date

Appendix E: Ten-Instructional-Day Instruction Launch Checklist

- Determine instructional model and affected students.
- Prepare grade-level learning plan and student schedule.
- Confirm teacher roles and communication expectations.
- Distribute devices, hotspots, textbooks, or packets.
- Provide family instructions for accessing learning.
- Initiate independent study documentation as required.
- Confirm IEP/504 and EL supports.
- Start attendance/engagement tracking.
- Escalate reengagement for students not participating.

Appendix F: Teacher Remote/Independent Study Expectations

- Post or distribute weekly assignments and learning objectives.
- Provide clear directions and due dates.
- Offer regular check-ins and academic support.
- Provide feedback on submitted work.
- Track participation and work completion.
- Report students not participating for reengagement support.
- Document family communication and barriers to access.
- Coordinate accommodations and modifications with case managers.

Appendix G: Adoption and Revision History

Date	Action	Approved By	Notes
June 18, 2026	Draft created for review	Pending	Verify local procedures, staff roles, and Board/CSSP approval process

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Appendix H – Compliance Documentation

Maintain:

- Board agenda approving ICP
- Board minutes approving ICP
- Current adopted ICP
- Current CSSP
- Annual review documentation
- Staff training sign-in sheets
- Emergency activation records
- Family communication logs
- Student needs assessment logs
- Technology distribution logs
- Independent study documentation
- Reengagement records
- After-action reports

References and Source Notes

- California Department of Education, Instructional Continuity Plan Guidance: <https://www.cde.ca.gov/re/di/or/icpguidance.asp>
- California Department of Education, Instructional Continuity Plans FAQs: <https://www.cde.ca.gov/re/di/or/icpfaqs.asp>
- California Education Code section 32282: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=32282&lawCode=EDC
- California Education Code section 46393 / Form J-13A implementation notes: <https://www.cde.ca.gov/fq/aa/pa/j13a.asp>
- Iftin Charter School official website and mission page: <https://iftincharter.net/about-us/>
- California Department of Education School Profile: Iftin Charter: <https://www.cde.ca.gov/sd/profile/details.aspx?cds=37103710108548>

Be Utmost LLC. Youth Fitness Program Agreement

This agreement is by and between Be Utmost LLC. (Be Utmost), a California Limited Liability Company and Iftin Charter School (ICS), effective August 10, 2026, until June 10, 2027. This agreement serves as the entire agreement between both parties.

1. Be Utmost LLC. is a youth-based organization that will provide Iftin Charter School with its Be Utmost Youth Fitness Program.
2. Be Utmost LLC. will provide its Be Utmost Youth Fitness Program with trained, qualified Youth Fitness instructors on the grounds of Iftin Charter School.

Iftin Charter School will receive its Be Utmost Youth Fitness Program starting Monday, August 10, 2026, through Thursday, June 10, 2027. All grade levels will be served Monday through Thursday at their scheduled time.

1. Iftin Charter School will retain primary custody of and responsibility for its students at all times during Program hours.
2. Iftin Charter School will compensate Be Utmost LLC. for their Be Utmost Youth Fitness Program as follows:

- \$94,500.00 on the calendar year
- Iftin Charter School will be billed a flat rate of \$8,590.91 monthly for 11 months
- Iftin Charter School will receive weekly programming:
 - Youth Fitness
 - State Fitness Testing (PFT)
 - Semester Grading for all grade levels
 - 2-4 Fitness Instructors

3. Be Utmost LLC. agrees to defend, indemnify, and save free and harmless Iftin Charter School, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from Be Utmost LLC., its officers, employees, agents, performance or lack thereof, under this Agreement.

4. Iftin Charter School agrees to defend, indemnify, and save free and harmless Be Utmost LLC., its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of

Be Utmost LLC. Youth Fitness Program Agreement

action, judgment, and liens arisen from, or alleged to have arisen from Iftin Charter School, its officers, employees, agents, performance or lack thereof, under this Agreement.

5. For purposes of this agreement, liaisons of the parties shall be:

Be Utmost LLC.

Wilder Felusme, President
619-634-7336
wfelusme@beutmost.org

Iftin Charter School

Maslah Yussuf, CEO
619-265-2411
Yussuf@iftincharter.net

8. This agreement shall terminate on June 10, 2027, unless extended in writing by the parties. This agreement is the entire and complete agreement between both parties (Be Utmost LLC. & Iftin Charter School), superseding all prior and contemporaneous agreements, representations, and promises, whether oral or in writing. Breach of contract will result in plenty of fees charged to clients unless arranged in writing by both parties. Client will pay fifty percent of the total compensation due, minus any payments already received. Time is out of the essence, as this agreement is subject to the laws of the State of California. Be Utmost LLC. can be reached by mail at 4193 University Avenue Unit 5071, San Diego, California 92165, United States, for any documentation matters.

Non-Solicitation & Staff Protection Clause

(Iftin Charter School)

Iftin Charter School (“the School”) agrees that during the term of this Agreement and for a period of **thirteen (13) months** following the termination or expiration of this Agreement, the School shall not, directly or indirectly:

1. **Attempt to recruit, solicit, persuade, or otherwise encourage** any Be Utmost LLC employee, contractor, or coach, whether currently employed or formerly employed under this Agreement, to leave their role or to accept employment or a contract directly with the school or any affiliated program.

Be Utmost LLC. Youth Fitness Program Agreement

2. **Engage in conduct designed to disrupt** or dismantle Be Utmost LLC’s staffing model by influencing, incentivizing, or supporting the removal, departure, or reassignment of Be Utmost personnel in a way that results in program interference, staff loss, or competitive disadvantage.

Liquidated Damages Provision

In the event that the School is found to be the **direct or indirect cause** of a Be Utmost LLC employee, contractor, or coach being removed, reassigned, or hired without prior written consent from Be Utmost LLC, the School agrees to pay a **non-punitive liquidated damages fee** ranging from **\$5,000 to \$7,500 per individual**, based on the role and the investment made in that staff member’s development, training, and placement.

This clause is intended solely to **protect the business-client relationship** and operational continuity of Be Utmost LLC. It is **not a restriction on any individual’s right to seek employment elsewhere**, in compliance with California law, which strongly protects worker mobility and employment freedom.

Be Utmost LLC reserves the right to pursue injunctive relief or additional legal remedies in the event of a violation of this clause.

Mr. Maslah Yussuf, Chief Executive Officer

Signature

Date

Name (Print): _____

Be Utmost LLC. Official

Signature

Date

Name (Print): _____

TRANSPORTATION SERVICES AGREEMENT

This agreement is by and between Be Utmost LLC. (Be Utmost), a California Limited Liability Company and Iftin Charter School (ICS), effective August 10, 2026, until June 10, 2027. This agreement serves as the entire agreement between both parties.

1. Be Utmost LLC. is a youth-based organization that will provide Iftin Charter School with its Be Utmost Transportation Service.

Iftin Charter School will receive its Be Utmost Transportation Service starting Monday, August 10, 2026, through Thursday, June 10, 2027. Transportation services shall be provided to enrolled student passengers Monday through Friday in accordance with the school's approved transportation schedule and designated pickup and drop-off locations.

Iftin Charter School will compensate Be Utmost LLC. for their Be Utmost Transportation as follows:

- Effective Date: August 10, 2026
- Term: August 10, 2026 – June 10, 2027 (11 Months)
- Annual Contract Amount: \$88,150.00
- Monthly Payment: \$8,013.64

1. Parties

This Transportation Services Agreement is entered into between Be Utmost LLC ("Contractor") and Iftin Charter School ("School").

2. Purpose

Contractor shall provide student transportation services for daily routes, educational programs, field trips, athletics, after-school activities, summer programming, and other school-authorized transportation.

3. Services

Transportation includes home-to-school and school-to-home routes (as requested), field trips, athletic events, enrichment programs, special events, and additional transportation requested by the School.

TRANSPORTATION SERVICES AGREEMENT

4. Vehicles

Contractor shall provide properly maintained, insured, and legally compliant 12-passenger vans, two 15-passenger vans, and other approved vehicles as needed.

5. Drivers

Drivers shall maintain valid licenses, satisfactory driving records, required background clearances, and comply with all California laws and School requirements.

6. Compensation

School agrees to pay Contractor a total of \$88,150.00 over eleven (11) monthly installments. Monthly invoices shall be due within thirty (30) days of receipt.

7. Additional Services

Transportation outside the agreed scope may be approved in writing and billed separately.

8. Insurance

Contractor shall maintain commercial automobile liability, general liability, and workers' compensation insurance as required by law.

9. Safety

Contractor shall comply with applicable transportation safety requirements and promptly report incidents.

10. Independent Contractor

Contractor is an independent contractor and not an employee of the School.

11. Termination

Either party may terminate this Agreement with thirty (30) days written notice.

12. Governing Law

This Agreement shall be governed by the laws of the State of California.

13. Entire Agreement

This document constitutes the entire agreement between the parties unless amended in writing.

TRANSPORTATION SERVICES AGREEMENT

Mr. Maslah Yussuf, Chief Executive Officer

Signature

Date

Name (Print): _____

Be Utmost LLC. Official

Signature

Date

Name (Print): _____



Specialized Therapy Services Information Sheet

Nonpublic Agency Name: Specialized Therapy Services
Billing Address: 4204A Adams Ave., San Diego, CA 92116
Office Phone Number: 619-431-5049

STS - Contractor Number: 1A-37-106
NPA Identification Code: 9900324

Contact Name	Title	Email Address	Phone Number
Steve Oas	Owner, Director	Steve@theoascenter.com	619-252-4557
Erin Zumwalt	Executive Director	Erin@theoascenter.com	619-884-1792
Jen Parker	Director of School Services	Jenp@theoascenter.com	760-889-2628
Erin Fleetwood	Director of Finance	Efleetwood@theoascenter.com	919-923-1325
Jacki Schreiner	Accounts Receivable	Jackis@theoascenter.com	619-431-5049
Bernadette Mercer	Operations Coordinator, Services Coordinator for CAVA	Bernadettem@theoascenter.com	619-786-2980
Susan Workman	Services Coordinator: CPA, PCA, MVA and Compass Charter Schools	Susanw@theoascenter.com	858-751-4615
Tina Poudrier	Services Coordinator: Home Study/Independent Study Charter Schools	Tinap@theoascenter.com	619-964-6633
Francean Williams	Services Coordinator: Brick and Mortar Schools and SDCOE schools	Franceanw@theoascenter.com	619-887-4481
Contracts Dept.		Contracts@theoascenter.com	619-431-5049
Finance Dept.		Finance@theoascenter.com	619-431-5049
General Questions/Concerns		Admin@theoascenter.com	619-431-5049

[Charter SELPA - Individual Services Agreements \(ISA\) Practical Training](#)

[AB 1172 Behavior Training Verification Packet 26.27](#)

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2026-2027

Master Contract
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2026-2027

_____ Nonpublic School
X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Specialized Therapy Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2026, between [REDACTED], hereinafter referred to as the local educational agency (“LEA”), a member of the [REDACTED] SELPA and Specialized Therapy 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 Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,

the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to

themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).
 - vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

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

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

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

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

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

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

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

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

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR 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 an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based

practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

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

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be

transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

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

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

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

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education

eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

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

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

42. STATE MEAL MANDATE

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

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

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

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

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

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

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard

focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

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

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

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's

service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

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

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities as required

complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates

specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for

make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are 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.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Specialized Therapy Services

Nonpublic School/Agency

LEA Name

By: Steve Oas _____ **May 29, 2026**
Signature Date

By: _____
Signature Date

Steve Oas, Owner & Director

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Steve Oas, Director
 Erin Zumwalt, Executive Director

Name and Title

Name and Title

Specialized Therapy Services

Nonpublic School/Agency/Related Service Provider

LEA

4204A Adams Ave.

Address

Address

San Diego CA 92116

City State Zip

City State Zip

619-431-5049 866-353-7829

Phone Fax

Phone Fax

steve@theoascenter.com // erin@theoascenter.com

Email

Email

Accounts Payable Contact

Name

Phone Fax

Email

Specialized Therapy Services Inc.

Exhibit A: 2026 - 2027 Rates
Contractor Number 1A-37-106

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

Client Rate Type: Base

Code	Session Type	Cost	Period
425	APE: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$94.00	Hourly
445	AT: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$110.00	Hourly
720	Audiology: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$208.50	Hourly
535	Behavior Intervention Services (BCBA, BACB, BCABA, BCBA Assistant/Intern) Assessment, Consult (per IEP), Direct Services (Ind/Gr), IEP Meeting, Supervision, Prep/Plan/Documentation, Training, Comp Ed	\$135.50	Hourly
535	Behavior Technician (RBT/BT): Direct Services (Ind/Gr), Comp Ed, Prep/Plan/Documentation, Training, Drive Time (with LEA approval)	\$73.00	Hourly
710	DHH: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$115.00	Hourly
510/515/520/ 525/530	ERMHS 510, 515, 520, 525, 530 Bilingual: Assessment Hourly, Direct Services (Ind/Gr), IEP Meeting, Supervision, Prep/Plan/Documentation, Comp Ed, Training, Consult (per IEP), Drive Time (with LEA approval)	\$115.00	Hourly
510/515/520/ 525/530	ERMHS 510, 515, 520, 525, 530: Assessment Hourly, Direct Services (Ind/Gr), IEP Meeting, Supervision, Prep/Plan/Documentation, Training, Consult (per IEP), Comp Ed, Drive Time (with LEA approval)	\$99.00	Hourly
510	ERMHS Bilingual: Assessment Flat Rate	\$1,750.00	Assessment
510	ERMHS: Assessment Flat Rate	\$1,480.00	Assessment
340	Instructional Assistant: Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$47.00	Hourly
900	Music Therapy: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$104.25	Hourly
435/436	Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting, Drive Time (with LEA approval)	\$99.00	Hourly
435/436	LVN Nursing: Direct Service, Hearing/Vision Screening, Training, IEP Meeting, Drive Time (with LEA approval)	\$57.50	Hourly
435/436	CNA Nursing: Direct Service, Hearing/Vision Screening, Training, IEP Meeting, Drive Time (with LEA approval)	\$47.00	Hourly
730	O&M: Assessment, Direct Services (Ind/Gr), IEP Meeting, Prep/Plan/Documentation, Consult (per IEP), Comp Ed, Drive Time (with LEA approval)	\$151.00	Hourly

740	OI: Assessment, Direct Services (Ind/Gr), IEP Meeting, Prep/Plan/Documentation, Consult (per IEP), Comp Ed, Drive Time (with LEA approval)	\$151.00	Hourly
450	OT: Assessment, Direct Services (Ind/Gr), Prep/Plan/Documentation, IEP Meeting, Consult (per IEP), Comp Ed, Drive Time (with LEA approval)	\$98.00	Hourly
450	OT Assistant: Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$78.25	Hourly
530	Psych Bilingual: Assessment	\$1,750.00	Assessment
530	Psych Bilingual: Assessment Hourly, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$151.00	Hourly
530	Psych Bilingual: Assessment with Academics	\$2,300.00	Assessment
530	Psych Bilingual: Assessment with ERMHS	\$2,300.00	Assessment
530	Psych Bilingual: Assessment with ERMHS and Academics	\$2,625.00	Assessment
530	Psych supplemental flat rate assessment (as approved by the LEA Admin)	\$525.00	Hourly
530	Psych: Assessment Hourly, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$136.50	Hourly
530	Psych: Neuro Psych Assessment	\$5,475.00	Assessment
530	Psych: Neuro Psych IEP	\$151.00	Hourly
530	Psych: Psych Assessment	\$1,480.00	Assessment
530	Psych: Psych Assessment with Academics	\$2,100.00	Assessment
530	Psych: Psych Assessment with ERMHS	\$2,100.00	Assessment
530	Psych: Psych Assessment with ERMHS and Academics	\$2,500.00	Assessment
460	PT: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$107.00	Hourly
330	SAI: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$98.00	Hourly
330	SAI Bilingual: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$102.00	Hourly
	Spec Ed Coordination: IEP Meeting, Consultation, Admin, Compliance, Drive Time (with LEA approval)	\$151.00	Hourly
415	Speech: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$98.00	Hourly
415	Speech Bilingual: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$102.00	Hourly
415	Speech Assistant: Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$78.00	Hourly
725	Vision Itinerant: Assessment, Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$151.00	Hourly
900	VT: Assessment - Flat Rate	\$800 - \$1,200	Assessment
900	VT: Direct Services (Ind/Gr), Comp Ed, Consult (per IEP), IEP Meeting, Prep/Plan/Documentation, Drive Time (with LEA approval)	\$180 - \$240	PER SESSION
715	Sign Language Interpretation: needs contract addendum, 2 hour minimum	\$135.00	Hourly
	Foreign Language Interpretation/Translation	\$75.00	Hourly

Appendix A:

- A.** Should SCHOOL wish to hire an STS employee assigned to the LEA, SCHOOL may do so without a fee after the completion of the contracted school year period. Should the SCHOOL elect to hire the employee before the completion of the period a conversion fee will be paid to STS in the form of: Full-time (employees working 30-hours or more per week for STS) provider: \$3,000, and Part-time (employees working less than 30-hours per week for STS) provider: \$1,500.
- B.** Payment for missed sessions when provider confirmed attendance prior to arrival to the school, this includes Psychological Assessments.
- C.** Minimum 2-hours of service time to be paid to providers when on campus to provide services or attend meetings.
- D.** For charters with more than one location the travel time between schools is billable.
- E.** Services provided per hour also include IEP meeting/preparation/participation, scheduling, session planning, SEIS service tracker reporting and consultation to staff/parents as approved by the school administration. Certain services may require session set up and break down (example: APE may need to create a specific sporting program on campus) this is billable. Provider time spend waiting or finding a location to provide services while on campus.
- F.** If the SCHOOL engages CONTRACTOR as a full-time equivalent (FTE) Provider, and does not have an Individual Service Agreement (ISA) in place for each student being served by that Provider, then the responsibility for maintaining records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; and notification of injuries, shall be the responsibility of the LEA. The SCHOOL shall retain the legal responsibility and authority over these records, including their confidentiality, accessibility, and proper storage, in compliance with the regulations outlined in Education Code Section 49062.
- G.** Parking: If providers are required to pay for parking when on campus for services, the parking fees are reimbursable by the charter school.
- H.** Billable Administrative Costs: When providers are asked by the school/SCHOOL to perform administrative duties including but not limited to: Creating PWN, meeting notices, CALPADS reporting, Behavior Plans, Manifestation Determination Meetings, Threat Assessments, AT Device programing, SCIA reporting/training. Billing for non direct student time may occur on non-school days for contracts without specific calendared work days.
- I.** Mileage will be paid at the agreed upon standard IRS rate for distances greater than 20-minutes from provider origination with prior approval from LEA.
- J.** Independent Study/Home School Charter programs: Providers wil be reimbursed for sessions cancelled with less than 24-hours' notice.

CONTRACTOR

Specialized Therapy Services, Inc.

Nonpublic Agency

Steve Oas

May 29, 2026

Signature

Date

Steve Oas, Owner & Director

Name and Title of Authorized Representative

LEA

LEA Name

Signature

Date

Name and Title of Authorized Representative



California Department of Education
Nonpublic Agency (NPA) Certification

Date: December 15, 2025

NPA: Specialized Therapy Services-San Diego

NPA Identification Code: 9900324

Site Administrator: Erin Zumwalt

Mailing Address: 4204A Adams Avenue

City: San Diego State: California Zip Code: 92116

NPA Authorized to Provide Services at NPA Site: [X] Yes

Site Address: 4204A Adams Avenue

City: San Diego State: California Zip Code: 92116

Grades: Prekindergarten to 12

Ages: 3 to 22 Student Gender: All

2026 Certification Status: Approved

Maximum Student Capacity: 76+

Effective Dates: January 01, 2026 through December 31, 2026

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq.

[] Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services:

- Checkboxes for services: APE, AS, ATS, BID, BII, CG, EE, HNS, LSDR, MT, OM, OT, PCT, PS*, PT, RS, SDTI, SW, TS, VS, VECD, LI: Deaf and Hard of Hearing, Other: []

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic agency.

NPA07 – Local Educational Agency Verification of Behavioral Training

The NPA has provided annual training to staff members who will have contact or interaction with pupils during the school day. The training complies with the following requirements.

The training has been:

- Conducted by persons licensed or certified in fields related to the evidence-based practices and interventions being taught.
- Taught in a manner consistent with the development and implementation of individualized education programs.
- Is consistent with the requirements of Article 5.2 (commencing with Section 49005) of Chapter 6 of Part 27, relating to pupil discipline.

The content of the training included:

- Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.
- How to understand and address challenging behaviors, including evidence-based strategies for preventing those behaviors.
- Evidence-based interventions for reducing and replacing challenging behaviors, including de-escalation techniques.

For any new staff member, the training must be provided within 30 days of employment.

I have verified the documentation provided by the NPA has met the requirements of the above information.

Name of NPA:

Name of Local Educational Agency (LEA):

Name of LEA representative who verified the above information:

Signature of LEA representative:

Title of LEA representative:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Premier Insurance Assoc., Inc. 3517 Camino Del Rio S Suite 215 PMB 1601 San Diego CA 92108	CONTACT NAME: Brian Grant PHONE (A/C, No, Ext): (858) 386-4443 E-MAIL ADDRESS: certificates@pacpremier.com	FAX (A/C, No): (858) 386-4445
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ARCH SPECIALTY INS CO	NAIC # 21199
INSURED Specialized Therapy Services 4204A Adams Ave San Diego CA 92116-2300	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> FRT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			AAPKG80862-07	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AAPKG80862-07	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			AAFXS90074-07	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability/ Sexual Abuse or Molestation			AAPKG80862-07	12/01/2025	12/01/2026	Each Occurrence \$1,000,000 Aggregate Limit \$3,000,000 Retro Date: 12/01/2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. Specific instructions on a, c, g, i, j, w	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Specialized Therapy Services	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input checked="" type="checkbox"/>	(Applies to accounts maintained outside the United States.)
5 Address (number, street, and apt. or suite no.). See instructions. 4204A Adams Avenue	Requester's name and address (optional)	
6 City, state, and ZIP code San Diego, CA 92116		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number TIJ-ITJ-1
or Employer identification number 26-2216332

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part 11, later.

Sign Here	Signature of U.S. person 	Date 9/9/25
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



COALITION CYBER POLICY 3.0

POLICY DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED, AS DESCRIBED IN YOUR COALITION CYBER POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Policy No.: C-4LRI-109733-CYBER-2026
 Renewal of: C-4LRI-109733-CYBER-2025
 Broker: Jose Ramirez
 Agency: AmWins Insurance Brokerage, LLC
 Agency Address: 4725 Piedmont Row Drive, STE 600
 Charlotte, NC 28210

Item 1.	Named Insured Address	Specialized Therapy Services, Inc 4204A Adams Avenue San Diego, CA 92116	
Item 2.	Policy Period	From: April 22, 2026 To: April 22, 2027 <i>Both dates 12:01 A.M. at the address stated in Item 1.</i>	
Item 3.	Policy Premium	Premium	\$9,107.00
		Total	\$9,107.00
Item 4.	Aggregate Policy Limit of Liability	\$1,000,000	
	Per Event Limit of Liability	\$1,000,000	
Item 5.	Insuring Agreement(s) purchased, Limits of Liability, and Retentions		
	Coverage under this Policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insuring Agreements purchased.		



	<p>In the event that you elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered breach response costs, claim expenses, cyber extortion expenses, or restoration costs, under the terms and conditions of this Policy will not be subject to any Retention.</p>		
	<p>THIRD PARTY LIABILITY COVERAGES</p>		
	<p>Insuring Agreement</p>	<p>Limit / Sub-Limit</p>	<p>Retention / Sub-Retention</p>
	<p>THIRD PARTY SECURITY AND PRIVACY</p>		
	<p>A. NETWORK AND INFORMATION SECURITY LIABILITY</p>	<p>\$1,000,000</p>	<p>\$5,000</p>
	<p>B. REGULATORY DEFENSE AND PENALTIES</p>	<p>\$1,000,000</p>	<p>\$5,000</p>
	<p>C. PCI FINES AND ASSESSMENTS</p>	<p>\$1,000,000</p>	<p>\$5,000</p>
	<p>D. FUNDS TRANSFER LIABILITY</p>	<p>\$1,000,000</p>	<p>\$5,000</p>
	<p>MEDIA</p>		
	<p>E. MULTIMEDIA CONTENT LIABILITY</p>	<p>\$1,000,000</p>	<p>\$5,000</p>
	<p>FIRST PARTY COVERAGES</p>		
	<p>Insuring Agreement</p>	<p>Limit / Sub-Limit</p>	<p>Retention / Sub-Retention</p>
	<p>EVENT RESPONSE</p>		
	<p>F. BREACH RESPONSE SERVICES</p>	<p><i>Available for 72 hours following notification to the Breach Response Services Advisor</i></p>	<p>\$0</p>
	<p>G. BREACH RESPONSE COSTS</p> <p> <input type="checkbox"/> If this box has been checked, then an Optional Additional Limit of Liability for Breach Response Costs has been purchased. Such Optional Additional Limit of Liability for Breach Response Costs, if purchased, is in addition to the Aggregate Policy Limit of Liability. If the box is unchecked, then Breach Response Costs are subject to the </p>	<p>\$1,000,000</p>	<p>\$5,000</p>

Coalition Insurance Company



Coalition Insurance Solutions, Inc.
 CA License No. 0L76155
 1 Embarcadero Center, Suite 1200
 San Francisco, CA 94111
 Producer Code: 1035616

	Aggregate Policy Limit of Liability.				
	H. CRISIS MANAGEMENT AND PUBLIC RELATIONS	\$1,000,000		\$5,000	
	I. RANSOMWARE AND CYBER EXTORTION	\$1,000,000		\$5,000	
	J. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	\$1,000,000	i. Waiting period: ii. Enhanced waiting period:	8 hours 1 hour	
	K. PROOF OF LOSS PREPARATION EXPENSES	\$50,000		\$5,000	
	L. DIGITAL ASSET RESTORATION	\$1,000,000		\$5,000	
	M. COMPUTER REPLACEMENT AND BRICKING	\$1,000,000		\$5,000	
	N. REPUTATIONAL HARM LOSS	\$1,000,000	Reputation waiting period:	14 days	
	O. COURT ATTENDANCE	i. Per day/per person limit: \$250 ii. Limit: \$25,000			
	P. CRIMINAL REWARD	\$50,000		\$0	
	CYBER CRIME				
	Q. FUNDS TRANSFER FRAUD AND SOCIAL ENGINEERING	\$250,000		\$5,000	
	R. SERVICE FRAUD INCLUDING CRYPTOJACKING	\$250,000		\$5,000	
	S. IMPERSONATION REPAIR COSTS	\$50,000		\$5,000	
	T. INVOICE MANIPULATION	\$250,000		\$5,000	
Item 6.	Pre-Claim Assistance	\$2,270			
Item 7.	Insurer(s) and Quota Share Percentage				
	Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
	Coalition Insurance	C-4LRI-109733-CYBER-2026	100%	\$1,000,000	\$9,107.00

Coalition Insurance Company



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 San Francisco, CA 94111
 Producer Code: 1035616

	Company			
	The obligations of each Insurer in Item 7. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.			
Item 8.	Notification of incidents, claims, or potential claims	<p>By Email Attn: Coalition Claims claims@coalitioninc.com</p> <p>By Phone 1.833.866.1337</p> <p>By Mail Attn: Coalition Claims 1 Embarcadero Center, Suite 1200 San Francisco, CA 94111</p>		
Item 9.	Retroactive Date	Full Prior Acts Coverage		
Item 10.	Continuity Date	April 16, 2024		
Item 11.	Optional Extended Reporting Period	Additional premium:	N/A	
		Extended period:	N/A	
Item 12.	Choice of Law	CA		
Item 13.	Breach Response Services Advisor	Coalition, Inc.		
Item 14.	Endorsements and Forms Effective at Inception			
	DECLARATIONS			CYUSP-00DC-1022-01
	SIGNATURE PAGE COALITION INSURANCE COMPANY			CYUSP-00DC-1022-02
	COALITION CYBER POLICY APPLICATION			CYUSP-00EN-00NA-1124-02
	COALITION CYBER POLICY 3.0			CYUSP-00PF-1022-01
	CALIFORNIA PUNITIVE DAMAGES EXCLUSIONARY ENDORSEMENT			CYUSP-CAEN-040001-1022-01
	BODILY INJURY AND PROPERTY DAMAGE ENDORSEMENT -- 1ST PARTY			CYUSP-00EN-020001-1022-01
	BODILY INJURY AND PROPERTY DAMAGE ENDORSEMENT -- 3RD PARTY			CYUSP-00EN-030001-1022-01
	CALIFORNIA CHANGES			CYUSP-CAEN-010001-1022-01
	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM			CYUSP-00EN-040001-1022-01



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 San Francisco, CA 94111
 Producer Code: 1035616

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	CYUSP-00EN-040007-1022-01
POLLUTION ENDORSEMENT	CYUSP-00EN-040012-1022-01
REPUTATION REPAIR ENDORSEMENT	CYUSP-00EN-040014-1022-01
YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT	CYUSP-00EN-000029-1022-01
AFFIRMATIVE AI ENDORSEMENT	CYUSP-00EN-000035-1124-01
COALITION CONTROL® - ACTIVE INSURANCE ENDORSEMENT	CYUSP-00EN-000034-1124-01

THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.



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1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
Producer Code: 1035616

In Witness Whereof, the issuing Company has caused this policy to be signed officially below.

A handwritten signature in cursive script, appearing to read "J. L. Motter".

President

A handwritten signature in cursive script, appearing to read "John Pittage".

Secretary

Coalition Insurance Company

VENDED MEAL AGREEMENT

This agreement is entered into on _____, 2026 by and between Iftin Charter School (ICS), herein after referred to as the **School Food Authority (SFA)**, and Fatima's Pizza and Bakery herein after referred to as the **Vendor**.

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA's program(s).

Whereas, The SFA desires the Vendor to provide meals on a Fixed-fee basis; and

Whereas, The Vendor is willing to provide such services to the SFA on a Cost reimbursement

basis

Fixed-fee basis

Therefore, both parties hereto agree as follows: The Vendor will deliver meals to the SFA.

Meals will be delivered to the address(es) listed in **Schedule D** at or before the specified time.

The cost per meal listed below is agreed upon by both parties:

Breakfast \$ 3.00 each Lunch \$ 5.32 each Supplement/Snack \$ 1.30 each

THE VENDOR AGREES TO:

1. Prepare unitized meals in accordance with the number of meals requested.
Meals will include milk.

Obtain prior approval from the SFA for the proposed monthly menus at least 15 days before the beginning of the period to which the menu applies. The Vendor shall notify the SFA of any changes to the menu made after SFA approval. Changes must be documented on the menu records. This school site is a "No Pork" menu requirement.

2. Assure that each meal provided to the SFA under this agreement meets the minimum requirements as to the nutritional content as specified by the United States Department of Agriculture (USDA), Food and Nutrition Services Meal Pattern, which is excerpted from the Title 7, *Code of Federal Regulations (7 CFR)* parts 210, 220, 225, and 226 as applicable.

3. Maintain full and accurate records that document: (1) the menus were provided to the SFA during the term of this agreement, (2) a listing of all components of each meal, and, (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase, or otherwise availability to the vendor of the meal components and quantities

itemized in the meal preparation records.

5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation must include the number of meals requested by the SFA.

6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within 48 of the scheduled delivery time.

7. Present to the SFA an invoice accompanied by reports (including the Menu Production Report) no later than the 15th day of each month, which itemizes the previous month's delivery. The vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, out of safe temperature range, or do not otherwise meet the meal requirements contained in this agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.

8. Provide the SFA with a copy of current health certifications and evidence of compliance with the USDA Food Safety and Inspection Service for the food service facility in which it prepares meals. The Vendor shall ensure that all health and sanitation requirements of the California *Retail Food Code*, are met at all times.

9. Operate in accordance with current federal meal program regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.

10. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or for 3 years after the end of an audit). When requested by the SFA, provide all accounts and records pertaining to the agreement available to the certified public accountant hired by the SFA, representatives of the California Department of Education (CDE), USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.

11. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

12. Be paid by the SFA for all meals delivered/picked up in accordance with this agreement. Agree that the SFA will not pay for meals that do not meet the federal meal pattern requirements. Neither the CDE nor USDA will assume any liability for payment of differences between the number of meals prepared for delivery and/or pick up by the Vendor and the number of meals served by the SFA that are not eligible for reimbursement.

13. Include physician recommended substitutions in the food components when making recommendations for the meal pattern of students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume the regular meal because of medical or other special dietary needs.

14. Not enter into any processing contracts utilizing USDA donated food on behalf of the SFA.

15. Surrender to the SFA upon termination of the agreement all records pertaining to the

operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.

16. Disclose the full amount of all discounts, rebates, allowances, and incentives received by the Company from its suppliers. The Vendor must disclose and return to the SFA the full amount of all discounts, rebates, applicable credits, and incentives on the purchases made on behalf of the SFA. All discounts, rebates, allowances, and incentives must be returned to the SFA during a mutually agreed upon timeframe that is beneficial to the SFA.

17. Federal regulations require school food authorities to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. Section 12(n) of the National School Lunch Act (42 USC 1760(n)) defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is produced in the U.S. Over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. An exception to the Buy American provision is only allowed when an acceptable product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. Vendor shall notify the SFA and provide documentation for any products not produced or manufactured in the U.S. due to insufficient and reasonable quantities being available in the U.S.

Upon request by the SFA, Vendor shall submit documentation from the product manufacturer which certifies the domestic percentage of the agricultural food component of commodities and products to ensure that products are in compliance with the Buy American provision.

THE SFA AGREES TO:

1. Request by telephone or other mutually agreed means no later than 5 calendar (days/hours) or by a set schedule mutually agreed upon by the parties, an accurate number of meals to be delivered to the SFA each day. Notify the Vendor of necessary increases/decreases in the number of meals ordered within 48 hours of the scheduled delivery/pickup time, or by a schedule mutually agreed upon by the parties. Errors in meal orders shall be the responsibility of the party making the error.

2. Ensure that an SFA representative is available at each delivery/pick up site, at the specified time on each specified delivery/pick up day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal service delivery/pick up. The SFA assures the vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the federal meal programs, and with local health and safety codes.

3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than the end of the serving day.

4. Notify the Vendor within 2 days of receipt of the next month's proposed cycle menu, of any changes, additions, or deletions.

5. Pay the Vendor on a net 30 basis the full approved amount as presented on the monthly-itemized invoice for the previous serving month. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Neither the CDE nor the USDA assume any liability for payment of the difference between the number of meals prepared, picked up by the SFA, delivered by the Vendor, and the number of meals served by the SFA that are ineligible for reimbursement.

6. The SFA shall retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.

GENERAL ASSURANCES

1. **Amendments and Waivers.** Any term of this agreement may be amended or waived with the written consent of all parties, and CDE prior approval.

2. **Sole Agreement.** This agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

3. **Notices.** Any notice required or permitted by this agreement shall be in writing. Such notice shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid. Such notice shall be addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

4. **Severability.** If, under applicable law, one or more provisions of this agreement are unenforceable, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this agreement, (2) the balance of the agreement shall be interpreted as if such provision were so excluded and (3) the balance of the agreement shall be enforceable in accordance with its terms.

5. **Compliance with Law.** The Vendor shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

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

7. **Advice of Counsel.** Each party acknowledges that, in executing this agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this agreement.

8. **Entire Agreement.** This Agreement incorporates the bid documents in their entirety. Where there is a conflict between the bid documents and this Agreement, the terms of the Agreement will prevail.

CERTIFICATIONS

The Vendor certifies that they are in compliance with:

Section 306 of Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations, Energy Policy and Conservation Act (OMB Circular A-102, Attachments O, paragraph 14.j)

Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (OMB Circular No. A-102, Attachment O, paragraph 14.f)

Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and Department of Labor Regulations

The parties have executed this agreement on the respective dates set forth below.

TERMS OF THE AGREEMENT

This agreement will take effect commencing on July 1, 2026 and shall end on June 30, 2027. This agreement may be amended and extended by the parties annually up to a maximum contract term of five years.

Either party may be terminate this agreement for cause by written notification at least 60 days prior to the date of termination. The SFA shall have the option to cancel this agreement if the California State and/or federal government withdraws funds to support the meal program. It is further understood that, in the event of cancellation of the agreement, the SFA shall be responsible for meals that have already been assembled and/or delivered/picked up in accordance with this agreement.

The SFA and vendor will adhere to the 2012 Food Based Menu plan.

In witness whereof, the parties hereto have executed this agreement as of the dates indicated below:

VENDOR

IFTIN CHARTER SCHOOL



Signature

Signature

Abdikadir Osman, CEO

Printed Name and Title

Maslah Yussuf,
Chief Executive Officer

Printed Name and Title

Date

Date

2026 THOMAS C2

National Bus Sales (<https://nationalbus.com/>) » Buses For Sale (<https://nationalbus.com/buses-for-sale/>) » School Buses For Sale Inventory (<https://nationalbus.com/product-category/school/>) » **2026 THOMAS C2**





STOCK #	PVM9950
YEAR	2026
MAKE	THOMAS
MODEL	C2
BODY	SCHOOL
CAPACITY	71
ENGINE	CUMMINS
FUEL TYPE	DIESEL
BRAKES	AIR
MILEAGE	1100
AIR CONDITIONING	N

THIS 71 PASSENGER 2026 THOMAS C2 SCHOOL BUS WITH AIR BRAKES HAS 1100 MILES.

Quoted Price \$145,000

2027 THOMAS C2

National Bus Sales (<https://nationalbus.com/>) » Buses For Sale (<https://nationalbus.com/buses-for-sale/>) » School Buses For Sale Inventory (<https://nationalbus.com/product-category/school/>) » **2027 THOMAS C2**





STOCK #	PVM9950
YEAR	2026
MAKE	THOMAS
MODEL	C2
BODY	SCHOOL
CAPACITY	77
ENGINE	CUMMINS
FUEL TYPE	DIESEL
BRAKES	AIR
MILEAGE	1200
AIR CONDITIONING	N

THIS 71 PASSENGER 2027 THOMAS C2 SCHOOL BUS WITH AIR BRAKES HAS 1200 MILES.

Quoted Price \$160,000



1900 S Riverside Ave
 Colton, CA, 92324
 (800) 437-5522
<https://a-zbus.com>

Rafael Martinez

rmartinez@A-ZBus.com

Quote #COL14924
 May 22, 2026

2025 (or) Newer Blue Bird BBCV 3310S

Customer:	Iftin Charter School	Attn:	Abdi Mohamud
Mailing Address:	5465 El Cajon Blvd San Diego, CA, 92115	Phone:	(619) 459-9226
		Email:	mohamud@iftincharter.net

Quantity:	1	Wheelbase:	280"
GVWR:	33,000	Transmission:	Allison 2500 PTS SEM
Engine:	Cummins B6.7L 260HP	Suspension:	Spring / Air
Fuel Type:	Diesel	Brakes:	Air Disc
Fuel Port:	Standard	Upholstery:	Blue
Capacity:	75 AMB / 0CR	WC Lift:	N/A
AC:	Roof Mount AC System		

Body Content

- 'STOP WHEN RED LIGHTS FLASH'
- 3" REFLECTOR,STANDARD,3M DIA GRADE
- 4 PC FLAT SHADED W/S
- 77 IN HEADROOM CONVENTIONAL
- ACOUSTIC HEADLINING FULL LENGTH
- ARMREST,RH,DRIVER,SEAT,NATIONAL
- BARRIER, 39 INCH HIGH BACK
- BUZZER,L/H SIDE EMERG DOOR
- BUZZER,REAR EMERG DOOR
- CAMERA,SYSTEM,FRT/RR VIEW,EXTERIOR
- CIRCUIT PROTECTION,AUX,BATT CONTROLLED
- CIRCUIT PROTECTION,AUX,IGN CONTROLLED
- CIRCUIT PROTECTION,BREAKERS,MANUAL RESET
- CIRCUITS,SPARE,BODY HARN,TWO,14 GA
- COMPARTMENT,ELECTRICAL,SKIRT MTD
- CONTROL,STROBE,INDICATOR,WHITE

- CONTROL,STROBE,S/CONT,W/PILOT
- DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
- DELETE,ROOF HATCH BUZZER
- DOOR CONTROL,AIR PWR,MOM SW,2-POS
- DOOR,EMERGENCY,REAR,2 WINDOW
- DOUBLE,LHMM,LUGGAGE,28.40 CU.FT.
- EMERGENCY DOOR ARROWS
- END CAP,RUB RAIL,STAMPED STEEL
- FAK,CALIFORNIA,METAL CASE
- FENDERS REAR RUBBER
- FLAPS REAR WITH BB LOGO
- FORWARD GRABRAIL
- GLASS,ENT DR,LOWER,TINT,LAM
- GLASS,REAR VISION,DK TINT,TEMP
- GLASS,RR EMER DR,LWR,DK TINT,TEMP
- GRIP HANDLES
- HEADLAMPS,LED
- HOODS,WARNING LIGHTS,INDIVIDUAL
- HOSE,HTR,EPDM,W/CT CLAMPS
- INSULATED DRIVERS AREA,FIREWALL
- INSULATION,BOW CAVITY,FIBERGLASS
- LIGHT,PILOT,EXIT
- LIGHTS,CL/MK,LED,2 AMBER,2 RED
- LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
- LIGHTS,ID,GROMMET MOUNT,LED
- CONTROLS,CONFIG,W/L,OPT #3,8-LGT,LH
- DELETE LOGO, FLAPS REAR
- DOME,2 ROW/2 SWITCHES,F & R,CONFIG
- DOOR SWITCH,STEPWELL LIGHT
- DOOR,ENTRANCE,OUTWARD OPENING
- DOUBLE,RHMM,LUGGAGE,28.40 CU.FT.
- EMERGENCY DOOR LS 28IN
- EXTERIOR SOLID NSBY
- FE 5 LB DRY W/HOSE (DRIVERS CPT)
- FLAPS FRONT RUBBER
- FLAPS,FRONT OF REAR WHEELS
- GALVALUME I/S PNL,FULL HEM,TEXTURIZED
- GLASS,ENT DR,UPPER,TINT,LAM
- GLASS,RR EMER DR UPR,DK TINT,TEMP
- GLASS,SIDE EMER DR,DK TINT,TEMP
- HANDRAIL,ENT DR,BARRIER 3.25 - 5.25
- HOLDER,CERTIFICATE,7-5/8 X 9-1/4
- HORN,BACKING SAFETY,112 DB
- INDICATOR,W/L SYSTEM,AMBER/RED
- INSULATION,BODY,FIBERGLASS,ADDITIONAL
- LATCH,LOCKING,DOOR BATTERY CMPT
- LIGHT,SWITCH PANEL,CHASSIS CTRL
- LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
- LIGHTS,DIRECTIONALS,RR,AMBER LED
- LIGHTS,MKR,LED,INTERMEDIATE

- LIGHTS,PILOT,W/L SYSTEM,LOC,LH
- LOCK,SECURITY,ENT DOOR
- LOOM,BODY HARNESS,FULL
- MARKER LGT CONTROL,STEPWELL LGT
- MIRROR,REARVIEW,INT 6X30
- PACKAGE,STATE,CALIFORNIA
- PAINT,CHASSIS,GRILLE,SURROUND YELLOW,CV
- PANEL,MODESTY,BARRIER,DRIVER,LH
- PANEL,SIDE,16 GA,25 3/4 SKIRT
- PLYWOOD FLOOR SCREWED DOWN
- POWER,BAT CONTROL,DOME LIGHTS
- POWER,BAT CONTROL,WARNING LIGHTS
- RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA
- RETAINER SIDE EMERG DOOR LH
- SEAT,39,CONVERT, 3-3PT BELT
- SEAT,39,CONVERT,FLIP,3-3PT BELT
- SINGLE,LHOH,LUGGAGE,14.5 CU.FT.
- SLIDING BOLT VANDAL LOCK - SED
- STEEL FLOOR TRIM
- STEPTREAD,VINYL,BLACK
- STEPWELL, NATL STDS,1990
- SWITCH,DRIVER'S FRONT/REAR CAMERA
- SWITCH,NOISE SUPPRESSION,LATCHING
- SWITCH,W/L START,LOC,LH
- SWITCH,W/L,EM OVERRIDE,LOC,LH
- LOCATION,STOP ARM,REAR
- LOGO,BIRD ONLY,VINYL,BLACK
- LUGGAGE CMPT LIGHT-SGL OR DBL CMPT
- MIRROR,CROSSVIEW,EYE-MAX LP
- MODULE,SEAT,COLOR,BLUE
- PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
- PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
- PANEL,MODESTY,BARRIER,ENT DOOR
- PLYWOOD FLOOR 1/2IN THICK
- POWER,BAT CONTROL,CLER/CSTR/ID LGTS
- POWER,BAT CONTROL,ENTRANCE DOOR
- PRE-TRIP EXTERIOR LIGHT TEST
- RETAINER REAR EMERG DOOR
- SEAT BELT,DRV,3 PT,SINGLE RETRACT,BLACK
- SEAT,39,CONVERT,3-3PT BELT, FULL FM
- SEQUENCE,W/L SYSTEM,NON-SEQUENTIAL
- SINGLE,RHOH,LUGGAGE,16.00 CU.FT.
- SPRING,GAS,DOUBLE DOOR,LUGGAGE BOX
- STEP,COWL,FOLDING
- STEPTREAD,VINYL,RIBBED
- SWITCH,DOOR CONTROL,LOC,LH
- SWITCH,EMERGENCY OVERRIDE
- SWITCH,W/L MASTER,LOC,LH
- SWITCH,W/L START,MANUAL
- SWITCH,W/L,MASTER,GREEN PILOT

- SYSTEM,WARN,8-LGT,N/SEQ
- TRIM,AISLE,ALUMINUM
- VANDAL LOCK - REAR EMERGENCY DOOR
- VINYL,REFL,ROOF HATCH,WHITE,3M
- VINYL,REFL,SD EMER DR YELLOW,3M
- WARRANTY, BRONZE 2/10
- WIRING,DIR,SIDE,FRONT,BELTLINE
- WIRING,S/ARM,ELECT W/INDEP FLSHR
- YELLOW ENTRANCE DOOR
- BODY CONSTRUCTION FM/CMVSS 221
- INSULATION,ENTRANCE DOOR HEADER
- LETTERING,EMERGENCY EXIT,ABOVE EXIT
- LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK
- CONSOLE MOUNT,ARM REST
- DASH,GLOVE BOX
- FAN,AUXILIARY,UPPER LEFT,6"
- STEPWELL, GALVANIZED
- MIRROR,EXT,OPEN VIEW,ES SPLIT SYSTEM
- HEATER,50K,LH,REAR,F/M
- LIGHT,4" BACKUP,LED,VANDAL RESIST
- LIGHT,7" STOP/TAIL,LED
- LIGHTS,WARN,LED,8-LGT,AMB/RED
- LIGHT,STEPWELL,LED
- LIGHTS,DOME,120 LUMENS,LED
- TRIANGULAR WARNING DEVICE FLOOR
- UPH,FIRE BLOCK,BLUE,BARRIER
- VENT,ADVANTAGE,STANDARD
- VINYL,REFL,RR EMER DR YELLOW,3M
- VISOR,ACRYLIC,LEFT SIDE,ADJUST,OPAQUE
- WDO ASSY,DRVR,GREEN TINT,LAM,BLK
- WIRING,DIR,SIDE,REAR,BELTLINE
- WIRING,W/L SYSTEM,14 GA
- BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
- INSULATION,BODY,POLYESTER/FIBERGLASS
- LETTERING,"SCHOOL BUS"8",1-1/4 STRK
- LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
- ACCESSORY POWER SOCKET W/CAP,BATTERY
- CONTAINER,TRASH,DRIVERS
- FAN,AUXILIARY,UPPER CENTER,6"
- HOLDER,CUP
- HEATED MIRROR,EXT,W/REM CTRL
- COVERING,FLOOR,RUBBER,BLACK
- LGTS,DIR,FRT AMBER,FENDER MNT,LED
- LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
- LIGHT,BOARDING,ENTRANCE DOOR,LED
- LIGHT,2 DOME,DRIVERS,LED,SEPARATE SW
- LIGHT,STROBE,SELF-CONT,LED,CLEAR
- LOCATION,STROBE,4 FEET FROM REAR OF ROOF

- WIRING,VIDEO MONITORING SYSTEM
- SPEAKER,DLX,8 SPKR SYS W/WIRING
- WRG,2-WAY RADIO,CTR DASH MNT(07829)
- D/SEAT,NATIONAL,PREM,AIR,MORD,CHAR
- WHEELS,STEEL,8.25X22.5,YEL,5HH

- PAINT, INTERIOR, ASTRO WHITE
- SPEAKER,O/S,UNDER HOOD W/WIRING
- STOP ARM,ELEC,LED,HI-IN,CLUSTER
- COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
- WINDOW,S/S,12",TEMP,TINT,BLK

Chassis Content

- ALTERNATOR, LEECE-NEV, BRUSHLESS, 280 AMP
- ANTIFREEZE, ES COMPLEAT, CUMMINS (BLUE)
- BALANCE FRONT WHEELS
- BRAKE, EXHAUST, VGT
- BRAKES, ANTI-LOCK (ABS), AIR
- BUMPER, FRONT, STEEL 15IN
- BUMPER, REAR, STEEL
- DECAL, CLEAN IDLE, CARB
- DECAL, CLEAN IDLE, EPA ONLY
- DRYER, AIR, BENDIX AD-IP
- ENG, CUM B6.7, DSL, 260HP@660LB-FT, CARB, CA
- ENGINE EMISSIONS CONTROL, CARB, 2024
- EXHAUST, PRIMARY, SING CAN A/T, CUM
- FILTER, COOLANT WATER
- FILTER, FUEL, DCM MOUNTED
- FLUID, TRANSMISSION, SYNTHETIC
- FUEL TANK DOOR, SPRING-LOADED, LOCKING
- GAUGE, SPEEDOMETER, MILES
- GOVERNOR, ROAD SPEED, 75 MPH
- HOSE, COOLING, SILICONE, W/CONST TRQU CLAMP
- LUBRICATION, OIL, PETROLEUM, AXLE
- PROGRAM, TCM, F/S 2.0, GHG
- PUMP, HEATER WATER
- SUSP, SPRG, FRT, SOFTEK, LEAF&BIT, 10000
- SUSPENSION, AIR, REAR, HENDRICKSON, 23.5K
- SWITCH, BATTERY DISCONNECT
- T/PIPE, THROUGH BUMPER
- TORQUE MGNT, SPL070 DRIVELINE
- UNDERCOAT, MODIFIED WAX, PREMIUM
- WARRANTY, CUMMINS, CARB
- WHEEL WEIGHTS, ZINC
- AXLE, REAR, 23K LBS, 6.17
- AXLE, STEER, HENDRICKSON NXT, 12000 LB
- BATTERIES, GROUP 31, THREE
- BRAKES, AIR DISC, BENDIX
- TOW HOOKS, FRONT
- TOW HOOKS, REAR
- WHEELBASE, 280 INCH
- COLUMN, STEER, TILT/TELESCOPE, DOUG AUTOTEC
- CRUISE CONTROL
- PEDALS, ADJUSTABLE
- FUEL SYSTEM, DSL, 100 GAL BFR RH FILL
- SWITCH, IGNITION, KEYED ALIKE
- ELECTRONIC STABILITY CONTROL
- TIRE, KUMHO, 11R22.5, LRH, KRS12E
- TRANS, ALLISON, 2500PTS 5 SPD

Dealer Added Content

- CHP, Lettering, & Dealer Prep Adds
- EP1 Child Check safety system - Wired to CA Specs
- PDI - Pre Delivery Inspection
- Electric air drain valves with controls in Dr's compt.
- Fog lights in front bumper area
- Roof Mount AC System

Pricing

Unit Price before Sales Tax:	\$ 203,086.51
Taxable Amount:	\$ 203,086.51
Non-Taxable Amount:	\$ 0.00
7.750% Sales Tax Total:	\$ 15,739.20
Total Per Unit w/Sales Tax Included:	\$ 218,825.71
Grant per bus	-\$0.00
Total Grant Amount	-\$0.00
Grand Total For 1 Unit(s):	\$218,825.71

Acceptance

Signature: _____ Title: _____
 Name: _____ Date: _____

***Notice of Intent to Purchase:**
 By signing this vehicle quotation above, it signifies the intent of Iftin Charter School to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

*Tariff surcharges will vary dependent upon US trade agreements on supplier imports at time of bus completion. Any tariff surcharge must be added and collected at time of invoice. _____ (Initial Here)

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

Required Information

Delivery Address:

Initial here:

—

DMV Information:

Please confirm DMV registration name and address by signing below. Fill other sections as applicable.

Register To Name:

Register To Address:

Signature Confirming DMV Address:

Signature, Name & Title

Exempt

Private

Out of State | Customer Demand

Lettering Information:

Initial Here:

Beltline Lettering:

CA #:

Unit #s:

Lienholder Information:

(if none, write "none")

Lienholder Name:

Contact Person:

Contact Number:

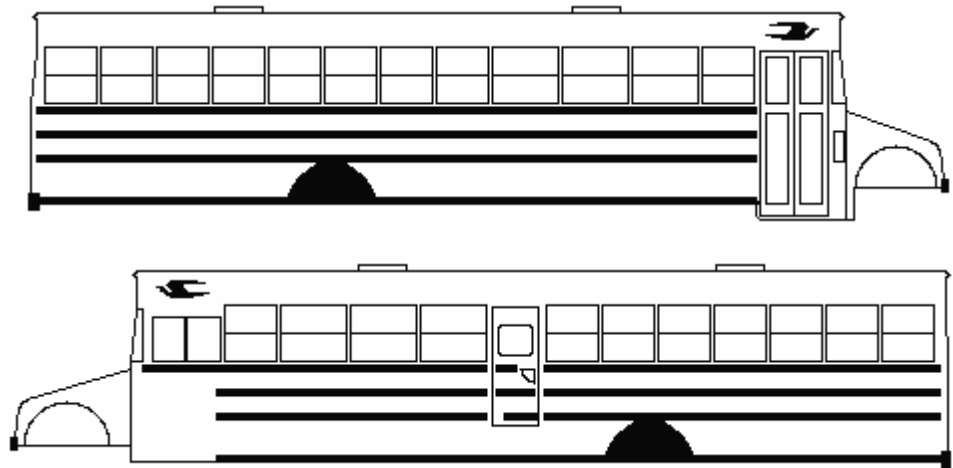
Grant Information:

(if applicable)

Agency Name:

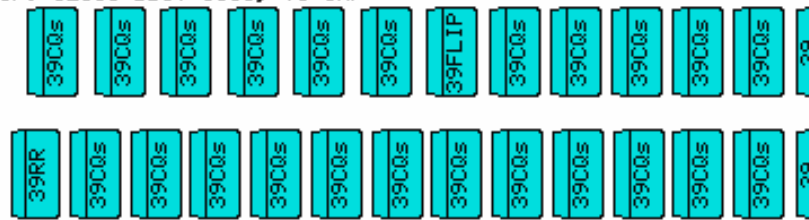
Grant Deadline:

Body Plan: 5015694



Seat Plan: 32105

SP: 32105 BBCV 3310, 75 CAP



BUSWEST Estimate

2026 Thomas C2

\$240,000



At Thomas Built Buses, we know that school systems want to get the most out of their transportation budgets. That’s why we build our buses to a higher standard of durability. Thomas Built is pleased to offer a base warranty of three years or 50,000 miles on the Saf-T-Liner C2. This warranty covers the chassis, electrical and manual controls, safety equipment, assemblies and more. Normal wear items are excluded.

Body Specifications

Passenger capacity	Up to 81
Wheelbase	158", 179", 199", 219", 238", 259", 279"
GVWR	Up to 33,000 lbs.
Telematics	Zonar® V4™ advanced telematics system Detroit Connect® available on DD5 engine Cummins® Zonar OTAir™ - 2017 or newer
Engine Options	Detroit® DD5™ engine - 200 hp/560 lb-ft (2k or 3k transmission)

- 220 hp/560 lb-ft (2k or 3k transmission)
- 240 hp/660 lb-ft (2k or 3k transmission)

Cummins® B6.7 200-260 hp

- 260 hp/660 lb-ft
- 250 hp/660 lb-ft
- 240 hp/560 lb-ft
- 220 hp/600 lb-ft
- 220 hp/520 lb-ft
- 200 hp/520 lb-ft



NEW C2 FEATURES

The enhanced C2 has a universal Daimler electrical architecture that makes it easier to integrate current and future technologies, from safety systems to telematics. As our latest Type-C bus, it offers a range of new features:

- An updated exterior with a new grille and air intake for a sleeker, more modern design
- A redesigned interior for enhanced driver comfort and safety
- More durable electrical components that are easier for technicians to access
- A new digital instrument cluster that promotes easier menu navigation and provides clear pop-up warnings and fault codes
- An automotive-style steering wheel that provides easy access to cruise control, limited radio controls and other instrument cluster functions
- A new right driver stalk that puts shifting at the driver's fingertips, plus controls for the exhaust brake
- An improved body switch system that accommodates more body switches in the cabinet and makes switches easier to customize without re-wiring
- A new premium trim level with an improved layout and cupholders for greater comfort

DRIVABILITY/COMFORT

- Up to 55-degree wheel cut*
- Tapered leaf suspension
- Obstruction-free open driver's area
- Large overhead driver's storage compartments
- Side storage for clipboards and personal objects
- Customizable driver smart switch placement
- Non-reflective instrument panel
- Automotive-style heating and ventilation controls
- 78" full-height headroom
- Saf-T-Vue passenger loading window

- Low profile aerodynamic hood
- Instrument panel visibility through steering wheel

*depending on vehicle specifications

SAFETY FEATURES

You may have noticed that the C2 school bus looks different than other Type C buses. We chose this design, quite simply, because of the outstanding visibility and safety. The windshield provides a panoramic view and, when combined with the low sloping hood, low instrument panel and A-pillar windows, the C2's visibility footprint is the largest in the type C category. Plus, it offers a number of other features that enhance safety, including:

- Saf-T-Net construction
 - Side skirt reinforcement
 - Extended roof bows
 - Rafter system
- Double-bolted body mounting clips
- Fuel tank mounted between frame rails
- One-piece bonded windshield
- Saf-T-Bond adhesive joints
- 33.3" high windows
- Meets or exceeds FMVSS/CMVSS

AVAILABLE OPTIONS

- Zonar telematics system
- PV360 camera
- Collision avoidance systems

- WiFi
- Tire pressure monitoring system
- Electronic Stability Control (ESC)
- Variety of AM/FM radio options with PA, Bluetooth, Weatherband and speed-sensing volume controls
- Remote control/heated mirrors
- In dash HVAC
- Variety of seating options
 - Bench seat without belts, with lap belts or with three-point belts
 - Latch seat
 - Integrated child seat
 - Coach-style seating
- LED light packages
- Engine exhaust brake
- Acoustical ceiling
- Luggage compartments
- Overhead book racks
- Reading lights
- Tinted windows
- Heated driver's seat
- Severe duty wiring harness
- Soft open/close hood
- Automatic headlights
- Trash can
- Cup holders
- FleetShield™ corrosion protection

DD5™ ENGINE

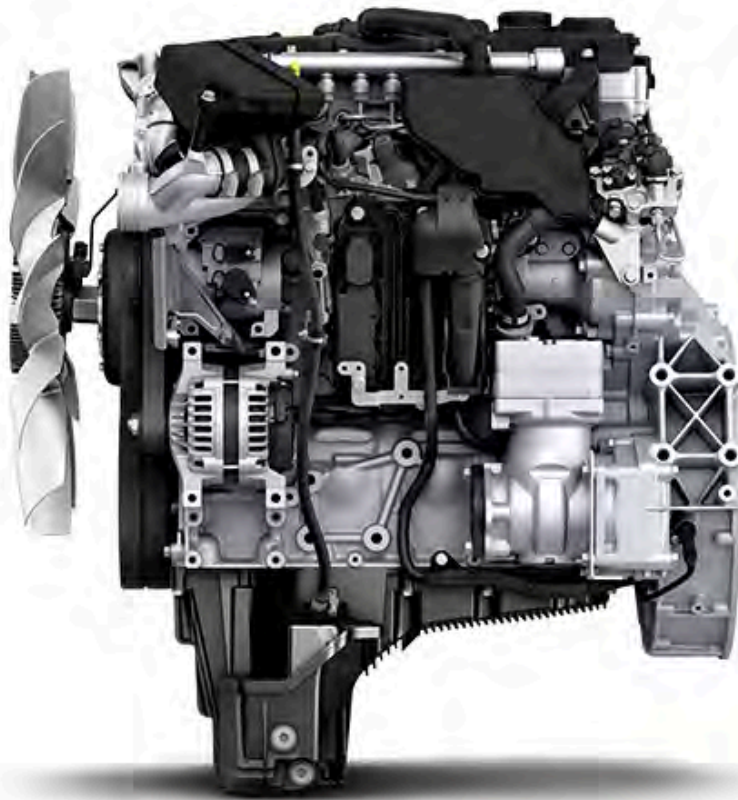
Get the engine built for medium-duty applications. Power the possibilities with the Detroit DD5 engine for the Saf-T-Liner C2.

This medium-range engine also uses innovative technology such as variable exhaust cam phasing which reduces driver interactions with regen. The DD5 is available with the Detroit Connect Virtual Technician, a subscription-based remote diagnostic service (free for the first five years) that instantly transmits data to the Detroit Customer Support Center so you can make informed service decisions within minutes of an issue.

Demand it all—and get it—with the Detroit DD5, featuring:

- The longest service intervals in the industry, with up to 45,000-mile* oil and fuel filter change intervals
- Maximum uptime with unsurpassed efficiency and exceptional endurance
- Power, performance and best-in-class fuel economy and reliability
- Easier serviceability with top-load oil and fuel filters
- Standard warranty covers the engine and aftertreatment for five years/100,000 miles/160,000 km, including 100% parts and labor
- Extended coverage options available
- A 4-cylinder design, which provides just as much torque as a 6-cylinder, but with better fuel efficiency
- Variable exhaust cam phasing which allows additional heat to the exhaust stream to promote efficient operation of the aftertreatment system in low speed and stop-and-go operation. This reduces the need for active regen
- Adherence to emissions regulations through 2023

*Or 12 months or 1,500 hours, whichever comes first

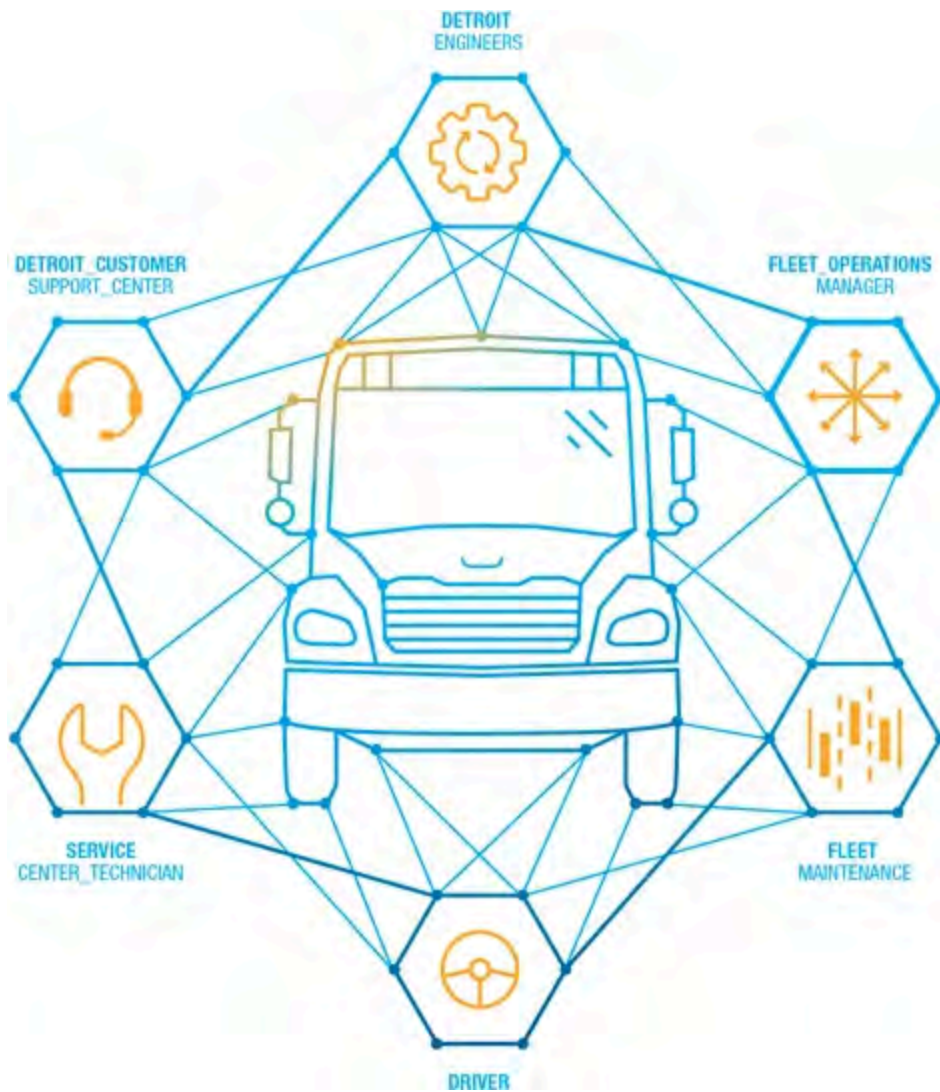


SERVICEABILITY

Going further is about staying in tune with what your buses need and when they need it. The C2 simplifies maintenance with everything from smart design details to game-changing software.

- Numbered fault code system for diagnostics
- Automated light checking system
- Mechanically fastened warning lights
- Easy “walk-in access” to engine compartment

- Passenger windows can be removed with just four screws
- DD5 engine comes standard with Detroit Connect Virtual Technician remote diagnostic service to help you maximize uptime
- Comprehensive DiagnosticLink® software
- Detroit Auto-Elevate and Cummins Stay Warm feature to reduce DPF maintenance issues



Quote



9245 Activity Road, Ste 105
San Diego, CA 92126

Quote to	Date	Quote #	PO #
Shuayb Mumin (619) 884-6328 mumin@iftincharter.net Iftin Charter School 5465 El Cajon Blvd, San Diego CA 92115 United States	6/24/2026	26063SA-1	NTP
	Due Date	Project #	Sales Rep
	7/9/2026	SO-N26063SA	Emilio Abi Khalil

Item	Description	QTY	Rate	Amount	Tax Amount
LIC-C9300-48E-5Y	Cisco Meraki Enterprise - Subscription License - 48 Port - 5 Year	2	\$1,605.77	\$3,211.54	\$0.00
LIC-ENT-5YR	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period	38	\$279.08	\$10,605.04	\$0.00
LIC-MS120-24P-5YR	Meraki Enterprise + 5 Years Enterprise Support - Subscription License - 1 Switch - 5 Year - MS120-24P Cloud Managed Switch - 5 Year License Validation Period	23	\$238.52	\$5,485.96	\$0.00
LIC-MS120-48FP-5YR	Meraki Enterprise + 5 Years Enterprise Support - Subscription License - 1 Switch - 5 Year - MS120-48FP Cloud Managed - Subscription License 1 Switch - 5 Year License Validation Period	2	\$435.36	\$870.72	\$0.00
LIC-MS130-24-5Y	Cisco Meraki Enterprise + Support - Subscription License - 1 License - 5 Year	3	\$240.36	\$721.08	\$0.00
LIC-MX250-SEC-5YR	Cisco Meraki Advanced Security + 5 Years Support - Subscription License - 1 Security Appliance - 5 Year - MX250 Cloud Managed - Security Appliance - Subscription License 1 Security Appliance - 5 Year License Validation Period	1	\$13,644.08	\$13,644.08	\$0.00

Quote



9245 Activity Road, Ste 105
San Diego, CA 92126

Thank you for your business!

SPIN: 143027209 / FCC: #0011991395 / Certified Small Business - Micro: #40936 / DIR Reg: 2000001618
Full Terms & Conditions: <http://bit.ly/GIGAKOM-TCandSLA>

Sales Policy:

1. All sales are final. Exceptions may be considered if a return request is submitted to GigaKOM within 20 days of order confirmation.
2. Any changes to the order may result in a price adjustment. Removing any labor will incur a 15% penalty on the total labor cost.

Pricing and Billing:

1. Estimate valid for 30 days (except E-Rate deals); changes may increase pricing.
2. Progress invoices for hardware, software, and labor; up to 50% of labor billed at project start.
3. Shipping charges are estimates and billed at actual cost.

Payment Terms:

1. Past due amounts are subject to finance charges and collection costs.
2. USAC SLD clients are responsible for the full amount if payment is denied or delayed beyond 90 days.

Thank you for your business!

Total (Incl.Taxes)

\$34,538.42

Payments/Credits

\$0.00

Balance Due

\$34,538.42