

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2026-27

DYNAMIC EDUCATION SERVICES

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Contract Year: 2026-2027

Contract Number:

LEA: OAKLAND UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

DYNAMIC EDUCATION SERVICES

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY
MASTER CONTRACT

1) GENERAL PROVISIONS

- a) This Master Contract is entered into this 1st day of July, between the **Oakland Unified School District** (hereinafter referred to as "LEA") and **DYNAMIC EDUCATION SERVICES** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)
- b) The Collaborative: The Bay Area Collaborative represents fourteen (14) SELPAs and member nonpublic schools (NPS) and nonpublic agencies (NPA (Collectively NPS/A) (see <https://www.solanocountyselpa.net/governance/bac> for a complete listing and contact information). NPS/A that are contracting within one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPS/As with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this

Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

- c) NPA/Ss that are not a member of the Bay Area Collaborative should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.
- d) Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORS shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by March 1 of the preceding year.
- e) The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.
- f) Upon CONTRACTOR's acceptance of a student referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the student's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the student's ISA, CONTRACTOR acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA students by CONTRACTOR. The ISA shall be executed within ninety (90) days of an LEA student's enrollment. (Education Code Section 56366(c)(1)) LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this Master Contract or of any Individual Services Agreement.
- g) Unless placement and or services are 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 an NPS placement is appropriate, and the IEP is signed by the student's parent.

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a) The term "CONTRACTOR" means an NPS/A 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 Plan Local 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 the contract, unless otherwise specified in the contract.
- c) The term "credential" means a valid credential, life diploma, permit, a county office of education Temporary County Certificate 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.
 - i) 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.
- 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, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. 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 a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, 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, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g) The term "days" means calendar days unless otherwise specified.
- h) The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
 - i) The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i) It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

3) 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)). 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. If the subsequent Master Contract has not been executed prior to June 30, 2026, this Contract shall remain in force and effect until terminated as provided herein or a new Master Contract is executed.

4) CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as an 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 contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a non-public school or agency 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.).

- a) 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.
- b) A current copy of CONTRACTOR's licenses and NPS/A certifications, or a validly issued waiver of any such certification must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA 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. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.
- c) Notwithstanding the foregoing, if current (re)certification documents are not available through no fault of the NPS/A, this Master Contract shall remain in effect until such documents are made available to the NPS/A, which shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A. The NPS/A shall, within five (5) business days of any change in the status of its approved capacity to serve a specific number of students, notify the LEA of the change.

5) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

- a) During the term of this Master Contract the CONTRACTOR and the LEA shall comply with all applicable federal and state laws and regulations relating to the provision of

special education and related services, and facilities for individuals with exceptional needs.

- b) CONTRACTOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The CONTRACTOR shall ensure that all activities and services conducted under this Master Contract are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the CONTRACTOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this Master Contract.
- c) CONTRACTOR shall also comply with all applicable policies pursuant to the Local Plan, 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.
- d) CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable LEA policies and shall indemnify LEA under the provisions of section 16 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with LEA policies.
- e) The CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA pupil enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

6) RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

CONTRACTOR and LEA acknowledge and understands that either party 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 NPS/A certification pursuant to California Education Code section 56366.4(a) or action by the CDE against the LEA.

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

- a) This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. Upon written request, LEA agrees to make all of its policies and procedures available to CONTRACTOR, either electronically or by hard copy. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement with respect to the terms set forth in this Master Contract. This Master Contract may be amended only by written

amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

- b) CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.
- c) At a minimum, such information shall include current copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. 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.

8) INDIVIDUAL SERVICE AGREEMENT

- a) This contract shall include an Individual Service Agreement (ISA) developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).
- b) The rates used to create ISAs must reflect the agreed upon rates as listed in the executed Master Contract. Neither party may create an ISA that uses rates outside of those listed in the Master Contract. Should any subsequent ISA contain a rate that is greater than the agreed upon rates in this Master Contract, the rates of this Master Contract will control.
- c) ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students, until such time as a new Master Contract is executed.
- d) Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP/IFSP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.
- e) Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP 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 term of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

- f) If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the California Office of Administrative Hearings (hereinafter referred to as "OAH"), CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.
- g) Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the local SELPA office prior to appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366 (C) (2).

ADMINISTRATION OF CONTRACT

9) NOTICES

All notices provided for by this contract shall be in writing. Notices shall be faxed, emailed with verification of receipt, mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to both:

Name <u>SELPA DIRECTOR</u>	Name _____
LEA <u>OAKLAND UNIFIED SCHOOL DISTRICT</u>	LEA _____
Address <u>915 54TH ST.</u>	Address _____
City, State, Zip <u>OAKLAND, CA. 94608</u>	City, State, Zip _____
Phone <u>510-879-5003</u>	Phone _____

Notices to CONTRACTOR shall be addressed as indicated on the signature page.

10) MAINTENANCE OF RECORDS

- a) 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); 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 Education Code 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 of current board of directors/trustees, if applicable; 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.

- b) CONTRACTOR shall maintain LEA electronic and physical student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record (California Education Code Section 49064). Such logs shall be maintained as required and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the LEA student's record, and a description of the record(s) provided. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record (Education Code Section 49064). 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 LEA student records to LEA within five (5) business days. These records shall include, but not be limited to, the LEA student's 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.

11) SEVERABILITY CLAUSE

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

12) SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days of any change of ownership or corporate control.

13) VENUE AND GOVERNING LAW

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

14) MODIFICATIONS AND AMENDMENTS

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 LEA shall provide the 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.

15) TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

This Master Contract may be terminated with or without cause by either the CONTRACTOR or LEA. To terminate the Master Contract either party shall give no less than twenty (20) calendar days prior written notice (California Education Code Section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) calendar days prior written notice (refer to Section 7).

In the event of the closure of a non-public school or agency, the LEA will be given as much notice as is reasonably possible.

16) INSURANCE

- a) CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.
- b) Prior to final approval of this Master Contract, CONTRACTOR shall deliver to the LEA a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. If at any time said policies of insurance lapse or become canceled, this MASTER CONTRACT shall become void. The

acceptance by LEA of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR.

c) Insurance coverage shall be at least as broad as:

- i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ii) Insurance Services Office form number CA 0001 (Ed. 1/2010) covering Automobile Liability, code 1 (any auto).
- iii) Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

d) CONTRACTOR shall maintain limits of insurance no less than:

	Agencies with 1-5 providers	Agencies with 6+ providers and non-public school	Residential
General Liability			
Per occurrence	\$1,000,000	\$2,000,000	\$3,000,000
Fire damage	\$500,000	\$500,000	\$500,000
Medical expenses	\$5,000	5,000	5,000
Personal and adv. Injury	\$1,000,000	\$1,000,000	\$1,000,000
General aggregate	\$1,000,000	\$2,000,000	\$6,000,000
Business Auto Liability combined single limit	\$2,000,000	\$2,000,000	\$2,000,000
Professional Liability/Errors and Omissions coverage not to exclude sexual molestation and abuse coverage unless that coverage is afforded elsewhere in the commercial general liability insurance			
Per Claim	\$2,000,000	\$2,000,000	\$3,000,000
General Aggregate	\$3,000,000	\$3,000,000	\$6,000,000

Workers Compensation	Statutory Limit	Statutory Limit	Statutory Limit
Employers Liability	\$2,000,000	\$2,000,000	\$2,000,000

e) For all insurance coverage procured by CONTRACTOR, the following terms apply:

- i) Any deductibles or self-insured retentions above \$25,000 must be declared in writing 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 as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- ii) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a) The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 - b) 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.
 - c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.
- f) Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

- g) The CONTRACTOR shall furnish the LEA with original or photocopies of endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance shall reference the contract number, the name of the school or agency submitting the contract number, the name of the school or agency submitting the certificate, an indication if the school or agency is an NPS or NPA, and the location of the school or agency submitting the certificate.
- h) If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17) INDEMNIFICATION AND HOLD HARMLESS

- a) 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 caused, in whole or in part, by negligence, intentional act or willful misconduct 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.
- b) 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 gross negligence or willful act of LEA, including, without limitation, its agents, employees, subcontracts or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR indemnities).
- c) LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

18) INDEPENDENT CONTRACTOR

This Master Contract is by and between two independent entities that have an independent contractual relationship. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master 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 LEA and CONTRACTOR and any of their employees, agents, affiliates or other representatives, 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.

19) SUBCONTRACTING

- a) CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall enter into an initial subcontract only with a provider who is certified as an NPS/A to deliver any of the instructional or related services contemplated under this Master Contract. The LEA and the CONTRACTOR shall maintain a copy of the written approval. CONTRACTOR shall provide all required clearances for its employees, including, but not limited to fingerprint requirements, and tuberculosis. When subcontracting with an NPA, CONTRACTOR shall not charge LEA a higher rate than its own approved collaborative rate.
- b) Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation 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 16. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance affecting coverage required by Section 16. 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 the forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by this Master Contract. All subcontractors must meet the requirements as contained in Section 46 Fingerprint Clearance Requirements and Section 47 Staff Qualifications of this Master Contract.

20) CONFLICTS OF INTEREST

- a) CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.

- b) LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

21) NON-DISCRIMINATION

CONTRACTOR and LEA programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a 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.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- a) LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is an NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP/IFSP (California Education Code Section 56366.10(a)).
- b) Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities, as specified in the LEA student's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or

equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).

- c) Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA student's IEP/IFSP and ISA.

23) GENERAL PROGRAM OF INSTRUCTION

a) General Program

- i) 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. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.
- ii) When CONTRACTOR is an NPS, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses 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 LEA student's IEP/IFSP and ISA. The State Standards and coursework selected for each student shall be aligned with the student's IEP/IFSP to meet the individual student's needs.
- iii) LEA students shall have access to the following educational materials, services, and programs that are consistent with each student's individualized educational program: (a) For kindergarten and grades 1-8 inclusive, state adopted Common Core State Standards ("CCSS") for curriculum and instructional materials; and for grades 9-12 inclusive, standards-aligned, core curriculum and instructional materials used by an LEA that contracts with the non-public, non-sectarian school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling (California Education Code 56366.10). CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA within 5 days upon request.
- iv) When NPS CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or

completion of diploma requirements. When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and provided as specified in the LEA student's IEP/IFSP and ISA. The NPA providing Behavior Intervention Development services shall review or develop a written plan that specifies the nature of its NPA service for each LEA pupil within thirty (30) days of enrollment which shall be available upon request. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present at the IEP meeting held to review and approve the plan. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a Board Certified Behavior Analyst, or an appropriately trained professional.

- v) Except for emergency situations requiring a change of location in order to continue the education of LEA students, 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/IFSP 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, or the prior written consent of a parent, guardian or adult caregiver during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

b) Transportation Services:

- i) In the event that transportation services for a student served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled to withhold both the transportation charges themselves and such additional

amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or equipment owned, leased or contracted through the LEA unless expressly provided in the Individual Services Agreement for the student transported.

- ii) When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.
- iii) Pursuant to Education Code 39879, when CONTRACTOR provides pupil transportation, CONTRACTOR shall provide the LEA with a written attestation of all of the following:
 - i) That it not have any applicable law violations at the time of applying for the contract.
 - ii) That it will maintain compliance with applicable laws for the duration of the contract.
 - iii) That only drivers who meet the requirements of paragraphs (1) to (14), inclusive, of subdivision (a) of Section 39877 work, or will work, under the contract between the private entity and local educational agency.
 - iv) That it has on file all the reports and documents required pursuant to paragraphs (1) to (14), inclusive, of subdivision (a) of Section 39877 for the duration of the contract, including, but not limited to, updated, revised, or modified reports and documents. These reports and documents shall be available for inspection by the local educational agency or any other state regulatory agency at any time.
- c) Assistive Technology (AT), Augmentative and Alternative Communication (AAC) equipment and classroom technology:
 - i) Provision, repair, and/or replacement of AT and AAC devices specified on the IEP are the responsibility of the LEA.
 - ii) Provision, repair, and/or replacement of technology devices made available to all students by the NPS for general access (not specific to an IEP) are the responsibility of the NPS.

24) INSTRUCTIONAL MINUTES

- a) When CONTRACTOR is an 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 LEA students at like grade level,

attending LEA schools, unless otherwise specified in the student's IEP/IFSP, and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.

- b) For NPS students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP/IFSP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least the minimum, as specified in Education Code Sections 46110-46147. In no case shall the instructional minutes be less than the amount as specified in the IEP/IFSP. In addition, the total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP/IFSP.
- c) 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 LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.

25) CLASS SIZE

- a) When CONTRACTOR is an NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) pupils. Each classroom with 2 or more students shall be assigned at least one paraprofessional. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to sixteen (16) pupils when necessary to provide services to pupils with disabilities. For any billing period where the class size has exceeded sixteen (16) students for five consecutive school days, the CONTRACTOR shall have a 10% decrease in its approved daily rate for those LEA students that exceeded sixteen (16), for those days (over five).
- b) In the event an NPS is unable to fill a vacant teaching position responsible for direct instruction to student(s), and the vacancy has a direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of student(s) 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.
- c) 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.

26) CALENDARS

- a) When CONTRACTOR is a Non-Public School, the CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days for the regular school year, plus extended school year billable days as determined by the IEP/IFSP team ((34 CFR § Section 300.106); a minimum of 20 instructional days (excluding June 19th and July 4th). Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each student. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students IEP/IFSP, educational services shall occur at the school site.
- b) When CONTRACTOR is an NPA, CONTRACTOR shall be provided with a LEA developed/approved calendar; 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 pupil's IEP/IFSP and ISA. Unless otherwise specified in the LEA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil'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 otherwise specified in the LEA student's IEP/IFSP and ISA.
- c) CONTRACTOR shall identify at least five (5) "emergency days" in their calendar to be used as regular school days during school closure when no attendance waiver is approved by the CDE.
- d) In the event a NPS calendar is revised during the school year, CONTRACTOR shall provide LEA the updated calendar within five (5) school days of the revision.

27) DATA REPORTING

- a) CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. CONTRACTOR shall provide the LEA with invoices, attendance reports and progress reports for LEA students enrolled in CONTRACTOR's NPS/A.
- b) 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, in this monthly report, 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.

- c) The LEA shall provide the CONTRACTORS 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 CONTRACTORS-provided forms at their discretion.

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

- a) CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") placement options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.
- b) CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and that may be necessary to enable students to transition to less restrictive settings. The District has the responsibility to determine the offer of FAPE in the Least Restrictive Environment.
- c) When an IEP/IFSP team has determined that an LEA student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommendations to support the transition.

29) STATEWIDE ACHIEVEMENT TESTING

- a) When CONTRACTOR is an NPS, 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, English Language Proficiency Assessment for California (ELPAC) the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. In the event the LEA requests that the NPS administer the assessments, NPS staff will be trained by a contracting LEA in the administration of all State-wide assessments in accordance with the guidelines of Ed Code 56385. Verification of training will be maintained with CONTRACTOR.
- b) NPS 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, as determined by the student's IEP, by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A). Test results shall be made available

to the CONTRACTOR by the LEA, if the results are not sent to the CONTRACTOR by the test publisher or CDE.

- c) LEA shall provide NPS with the SSID for each LEA student. LEA shall cooperate with CONTRACTOR to accommodate CONTRACTOR's testing window. (Education Code Section 56366(a)(8)(B))

30) ATTENDANCE AT DISTRICT MANDATED 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s). After attending one meeting during the school year (including Extended School Year), upon request, a CONTRACTOR who is providing NPA services may request payment for services for attending any additional meetings mandated by the LEA. The request for payment will be at the CONTRACTOR'S agreed upon hourly rate.

31) POSITIVE BEHAVIOR INTERVENTIONS

- a) CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP) team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a 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. NPS site based staff and relevant NPA staff will be trained in positive behavior strategies prior to working with students.
- b) CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and BERs. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population as related to appropriate behavior management strategies. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils

during the schoolday. 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. This training shall include, but not be limited to:

- i) Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.
 - ii) How to understand and address challenging behaviors, including evidence-based strategies for preventing those behaviors.
 - iii) Evidence-based interventions for reducing and replacing challenging behaviors, including deescalation techniques.
- c) Staff will not participate in restraint of students until trained in crisis prevention programs. Evidence of training in a SELPA approved crisis intervention program to staff working in a staffing ratio of 1:1 with students with severe behavioral needs shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire as referenced above. If the training is not able to be provided within 30 days, the non-public school or agency will notify the LEA to determine a plan to provide the training in a timely manner.
- d) Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary 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.
- e) CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or

existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

- f) 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:
 - i) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock.
 - ii) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
 - iii) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
 - iv) 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.
 - v) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities.
 - vi) Prone Restraint
 - vii) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - viii) An intervention that precludes adequate supervision of the individual.
 - ix) An intervention that deprives the individual of one or more of the individual's senses.
- g) CONTRACTOR shall comply with Education Code section 49005.8. Specifically,
 - i) CONTRACTOR shall not do any of the following:
 - a) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
 - b) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - c) 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.

- d) 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.
 - e) Use prone containment.
 - f) 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.
- ii) CONTRACTOR shall:
 - a) 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.
 - b) Afford to 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.
 - h) 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.
 - i) CONTRACTOR shall notify the department and the LEA with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred. (Education Code 56366.1(i)(2))

32) STUDENT DISCIPLINE

- a) 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, in this monthly report, 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.

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

33) IEP / IFSP TEAM MEETINGS

- a) Upon referral of an LEA student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA student.
- b) An IEP/IFSP 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 LEA student continue to be best met at the NPS; and (3) whether changes to the LEA student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.
- c) Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA students for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. 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/IFSP, 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/IFSP team meetings at a time and place that is mutually convenient to parents, 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.

- d) Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. 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/IFSP 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 placement is deemed lawful and appropriate by LEA or OAH.

34) SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youth, 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 student 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 student in foster care is enrolled in an NPS by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

35) 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").

36) COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4)

Title IX Pupil 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), if applicable. CONTRACTOR shall include verification of these procedures to the LEA upon request. 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.

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

- a) Unless LEA requests in writing that progress reports be provided on a monthly basis, progress reports shall be sent by CONTRACTOR to LEA and parents no later than October 30th, January 30th, April 30th, and July 30th or as otherwise specified on the IEP/IFSP or requested in writing by the LEA, with respect to LEA students enrolled in CONTRACTOR's educational program. An updated report shall be submitted if there is no current progress report when LEA student is scheduled for a review by the LEA's IEP/IFSP team or when an LEA student's enrollment is terminated. Payment of invoices may be held until progress reports are provided. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s).
- b) CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP/IFSP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP/IFSP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation, such as test protocols and data collection, shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. Additional formalized standardized assessments shall be at the determination of the IEP team and the responsibility of the LEA unless otherwise agreed upon between LEA and CONTRACTOR. If CONTRACTOR is asked to provide formalized standardized assessment, such service will be paid at the rate stated in Section 62.

38) GRADES, HIGH SCHOOL COURSE CREDIT, & 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 shall be invited via written notification.

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.

CONTRACTOR, at the close of each semester or upon LEA student transfer, shall prepare transcripts for LEA students in grades nine through twelve inclusive, and submit them to the LEA student's district of residence, for evaluation of progress toward completion of diploma requirements, or if appropriate, a Certificate of Completion, as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39) LEA STUDENT CHANGE OF RESIDENCE

- a) Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA and/or the LEA shall notify CONTRACTOR of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.
- b) If the LEA student's change of residence is to a residence outside of LEA's service boundaries or CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence. LEAs will adhere to requirements for students identified as homeless or foster youth under current education code.

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call with written submission within three (3) days.

41) PARENT ACCESS

- a) 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.
- b) CONTRACTOR operating programs associated with an 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.

- c) 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.
- d) All problems and/or concerns, both verbal and written, reported to pupil's parents, shall also be provided to the LEA.

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

- a) If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and shall follow the procedures of the campus at which services are being provided.
- b) CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.
- c) In the event CONTRACTOR wishes to bring an animal, other than a bona fide service animal, on LEA premises, both CONTRACTOR'S management and LEA must agree in writing.

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

- a) If CONTRACTOR is a licensed children's institution (LCI), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in 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 student be placed in its NPS as a condition of being placed in its residential facility.
- b) If CONTRACTOR is an NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special

education students, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

- c) 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.) and 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.

44) STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-22); 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.

45) MONITORING

- a) CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR employees, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.
- b) The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.
- c) 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.
- d) When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS at which the LEA has placed a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's Individualized Education Program (IEP), a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education (CDE) within 60 calendar days of the onsite visit.
- e) If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).
- f) During the term of this Master Contract, CONTRACTOR shall participate in a District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the NPS/A, compliance with relevant state and federal regulations, and Master Contract compliance.
- g) CONTRACTOR shall participate in compliance reviews of LEA in accordance with requirements of CDE. CONTRACTOR will use all SELPA IEP forms. CONTRACTOR will adhere to all SELPA assurances and procedures required for compliance.
- h) 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.

- i) When CONTRACTOR is an NPS, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 56366(a)(9) and 33126 and state guidelines.

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

- a) CONTRACTOR shall comply with the requirements of California Education Code section 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, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA 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 LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2. 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.
- b) According to Education Code sections 44237 and 56366.1 CONTRACTOR shall verify that it has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the NPS/A who may have contact with students**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence

with their “Custodian of Records”, 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 upon request to the State Superintendent.

47) STAFF QUALIFICATIONS

- a) 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 5 of the California Code of Regulations sections 3064 and 3065. CONTRACTOR shall ensure that all teachers providing instruction to students with disabilities possess a valid California permit or credential authorizing them to deliver instruction (SAI).
- b) Only those NPS/A located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified. NPA/NPS staff shall be required to hold credentials and licenses within the state where they are providing services regardless of where the agency is located.
- c) In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, 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.
- d) 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.

CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. When calculating the staff to student ratio, CONTRACTOR shall not include staff required as a related service for specific students (e.g., 1:1 instructional aides, special circumstance instructional aides, etc.).

- e) Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having heretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.
- f) CONTRACTOR agrees to immediately remove or cause the removal of any CONTRACTOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide CONTRACTOR with a basis or explanation for the removal request.

48) ALIGNMENT AND EVALUATION

- a) CONTRACTOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b) OUSD may evaluate CONTRACTOR or CONTRACTOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of CONTRACTOR or CONTRACTOR INDIVIDUALS, and (ii) announced and unannounced observance of CONTRACTOR or CONTRACTOR INDIVIDUALS.

49) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- a) CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, 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 by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

- b) CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

50) CALSTRS REPORTING REQUIREMENT

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

Pursuant to Education Code 22164.5(b), the activities of an employee of CONTRACTOR shall not be included in the definition of "retired member activities" if all of the following conditions apply:

- (1) The employee performs a limited-term agreement.
- (2) The third-party employer does not participate in a California public pension system.
- (3) The activities performed by the individual are not normally performed by employees of an employer, as defined in Section 22131.

51) STAFF ABSENCE

- a) When CONTRACTOR is an NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided. If a teacher is absent and a non-qualified substitute has been provided, CONTRACTOR will notify the LEA immediately. The LEA will determine how to address the denial of FAPE.

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.

- b) 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 eight (8) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides a mutually agreed upon plan 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. Provider shall notify LEA immediately of the development of the plan for any missed services that include: 5 or more consecutive days of specialized academic instruction (SAI) or more than 2 weeks of missed related services. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA.

HEALTH AND SAFETY MANDATES

52) HEALTH AND SAFETY

- a) 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 49406 et. seq. regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student. CONTRACTOR will comply with the requirements of California Education Code section 35021 et seq., regarding preventing registered sex offenders from volunteering and to request fingerprinting clearance of volunteers.
- b) CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 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.

53) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

- a) Facilities: CONTRACTOR shall provide special education and/or related services to LEA pupils in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related to, but not limited to: disability access; fire, health,

sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. 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.

- b) Fire Drills: When CONTRACTOR is an NPS, CONTRACTOR shall conduct fire drills monthly for elementary and intermediate students and twice per school year for secondary students, as required by Title 5 California Code of Regulations, Section 550.

54) ADMINISTRATION OF MEDICATION

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

55) INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall notify the LEA within 12 hours of learning of any significant accident or incident. CONTRACTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified in LEA Procedures.

56) MANDATED REPORTING REQUIREMENTS

- a) CONTRACTOR hereby agrees to annually train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 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 notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.
- b) CONTRACTOR agrees to provide annual training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.
- c) CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

57) SEXUAL HARASSMENT

CONTRACTOR shall maintain, and provide upon request, 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.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

58) REPORTING OF MISSING CHILDREN

- a) 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 upon request.

- b) In the event a child elopes from an NPS or Residential Treatment Center and evades adult supervision, the LEA shall be notified immediately following contact to law enforcement.

FINANCIAL

59) ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

- a) CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every student.
- b) CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP/IFSP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract.
- c) CONTRACTOR shall maintain registers for the basic education program and each related service. Original attendance forms 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 after the date of origination. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.
- d) CONTRACTOR shall submit accurate and timely invoices and related documents to LEA for payment, for each calendar month when education or related services were provided to an LEA student. 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. 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 from the date a completely corrected re-billing invoice is received by LEA.
- e) If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an

additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

60) RIGHT TO WITHHOLD PAYMENT

- a) LEA may withhold payment to CONTRACTOR when:
 - i) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract
 - ii) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records
 - iii) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57
 - iv) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified
 - v) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program
 - vi) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation
 - vii) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.
- b) The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows:
 - i) the value of the service CONTRACTOR failed to perform
 - ii) the amount of overpayment
 - iii) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR
 - iv) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified

- v) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vi) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vii) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.
- c) If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of receipt of such invoice, 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, 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.
- d) 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 shall invoke the following escalation policy.
- i) Persons involved after forty-one (41) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Specialist, LEA's Administrator will become involved and shall attempt to resolve the dispute. The LEA Coordinator shall respond to the CONTRACTOR in writing within ten (10) business days.
 - ii) Persons involved after fifty-one (51) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Administrator, the SELPA Director shall become involved. The SELPA Director shall respond to the CONTRACTOR in writing within ten (10) business days. This shall be the final LEA determination regarding the withholding of payment.

- iii) Persons involved after sixty-one (61) business days: Dispute Resolution, as defined in the SELPA's Local Plan, shall be followed.
- e) If the dispute has not been resolved through the SELPA's Dispute Resolution process, the party claiming injury may seek legal or CDE redress, or may submit, if mutually agreed to in writing by the parties, the matter to binding arbitration by an arbitrator or arbitration service agreed upon by the parties. Each party shall be responsible for their own fees for arbitration, if applicable. The parties agree that this Master Contract provision dealing with Master Contract disputes does not alter the parties' right to bring action in accordance with the applicable statute of limitations under state or federal law.

61) 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 covered by this Master Contract or the ISA to LEA pupils. 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 covered by this Master Contract or ISA to LEA pupils. 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.

62) PAYMENT FOR STUDENT ABSENCES

- a) For student absences beginning on the first day of quarantine or isolation consistent with public health protocol, when student's symptoms allow for participation in instruction, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9). In the event that a student's symptoms do not allow participation in instruction, they shall be considered absent due to illness.
- b) Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance."
 - i) **Positive Attendance Method**
 - a) A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.
 - ii) **Excused Absence Method**

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.
- b) In addition to regular school year absences listed above, LEA shall not be responsible for more than 2 days of absence during Extended School Year services.
- c) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
- d) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.
- e) Only the individuals listed below may verify the reason for absence:
 - (1) School or public health nurse
 - (2) Physician
 - (3) Principal
 - (4) Teacher
 - (5) School employee assigned to make such verification
 - (6) Student eighteen years of age or over
 - (7) Parent
- f) Any reasonable method which established the reason for the absence may be used:
 - (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
 - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- g) Standards for excused absences are defined in the education code. CONTRACTOR is responsible for verification of excused absence in accordance with current requirements.

63) SCHOOL CLOSURE

The following shall apply in the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422 and 46392:

In the event of an 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, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9).

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.

64) NPA PUPIL ABSENCE

If CONTRACTOR is an NPA, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. A unit of service for payment purposes shall not be credited for an excused absence when CONTRACTOR is provided 24 hours advance verbal notification of the student's absence. A unit of service for payment purposes shall not be credited to CONTRACTOR for CONTRACTOR'S staff development days.

65) INSPECTION AND AUDIT

- a) 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 Master Contract.
- b) CONTRACTOR shall provide access to LEA to all records including, but not limited to student records as defined by California Education Code section 49061(b). CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.
- c) CONTRACTOR shall provide access to LEA to all records including, but not limited to:
 - i) student records as defined by California Education Code section 49061(b)
 - ii) registers and roll books of teachers
 - iii) daily service logs and notes or other documents used to record the provision of related services
 - iv) Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors
 - v) absence verification records (parent/doctor notes, telephone logs, and related documents)

- vi) bus rosters
 - vii) staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination
 - viii) staff time sheets; non-paid staff and volunteer sign-in sheets
 - ix) transportation and other related service subcontracts
 - x) school calendars
 - xi) bell/class schedules
 - xii) liability and worker's compensation insurance policies
 - xiii) state NPS/A certifications
 - xiv) marketing materials
 - xv) by-laws
 - xvi) lists of current board of directors/trustees, if incorporated, statements of income and expenses
 - xvii) general journals
 - xviii) cash receipts and disbursement books
 - xix) general ledgers and supporting documents
 - xx) federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.
 - xxi) 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.
- d) CONTRACTOR shall make all records, or copies of records, available at either the office of the LEA or at the CONTRACTOR's offices (to be specified by LEA) at all times and without charge. All records shall be provided to LEA within ten (10) 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 may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld.
- e) If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that the CONTRACTOR or the LEA owes the other monies as a result of over billing, underpayment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. Unless otherwise agreed in writing, the party that owes money shall make such payment within thirty (30) days of receipt of the written notice demanding payment. In the event that a party from whom payment is demanded disputes that any payment is

owed, the matter shall be resolved in accordance with the dispute resolution section of this Master Contract.

- f) The attached rate schedule limits the number of LEA 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 LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. 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 Section 62.

66) RATE SCHEDULE

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 percentage of the required minimum number of minutes per grade level as set forth in paragraph 24, 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 below.

The CONTRACTOR: Dynamic Education Services, Inc.

The CONTRACTOR CDS NUMBER: 9902242

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1 (One to One)

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated on behalf of the LEAs, shall be as follows:

a) Non-Bundled Education Program

i) General Program Tuition Daily Rate: _____

ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)		
Language and Speech (415) INDIVIDUAL	\$175.00	Per Hour
Language and Speech (415) GROUP		

Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450) INDIVIDUAL	\$175.00	Per Hour
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)	\$145.00	Per Hour
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		

Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)	\$115-\$130	Per Hour
Other (900) Reading/Math Intervention	\$130	Per Hour
Service	See Rate Sheet	

b) Bundled Education Program

- i) Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.
- ii) Daily Rate: _____

NOTICES

CONTRACTOR	DISTRICT
Jonas Maceda (Notices to Contractor shall be addressed to)	OAKLAND UNIFIED SCHOOL DISTRICT (Notices to LEA shall be addressed to)
701 W. Kimberly Ave. Ste.115 (Contractor Address)	915 54TH ST. (LEA Address)
Placentia, CA 92870 (Contractor City, State, Zip Code)	OAKLAND, CA 94608 (LEA City, State, Zip Code)
Phone: 714-823-3361 Fax: 714-823-3361 Email: jonas@dynamicedservices.net Website: www.dynamicedservices.net	Phone: 510-879-5003 Fax: Email: specialeducation@ousd.org Website: www.ousd.org/specialeducation
	(Address Additional Notices to)
	Phone: Fax: Email:

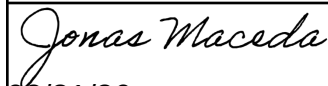
APPROVALS

Master Contract approved by the governing Board on _____

Total amount of contract not to exceed \$35,000.00

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

SIGNATURES:

CONTRACTOR	DISTRICT
Dynamic Education Services, Inc (Name of NPS/A)	OAKLAND UNIFIED SCHOOL DISTRICT (Name of SELPA / LEA)
 03/31/26 (Signature & Date)	
Jonas Maceda, CEO/Director (Name & Title of Authorized Representative)	

Approved as to form by:



Roxanne De La Rocha
OUSD Staff Counsel

March 24, 2026

Date

Non-Public Agency (NPA)

Rate Sheet 2026-2027

COMPENSATORY/SUPPLEMENTAL SERVICES**

(1) Supplemental Academic Services (SAS) or Academic Support** (2) Transition or Vocational services **LEA/District <u>must provide curriculum/materials</u> for student when authorizing SAS/Academic Support or Transition services. These services are intended to support students that are currently 1 to 2 grade levels behind & need supplemental support. If student is 3 or more grade level behind, see Reading or Math Intervention program (minimum number of hours for services required).	\$115.00	Per Hour
(3) Educational Counseling & Guidance or Parent Training – Individual a. E.R.I.C.S. or E.R.M.H.S.	\$145.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual	\$175.00	Per Hour
(5) Occupational Therapy (OT) – Individual	\$175.00	Per Hour
(6) Deaf & Hard of Hearing (DHH), Visual Impairment VI, Orientation & Mobility (O/M), or Adaptive Physical Education (APE) *Limited-service areas (in-person/in-home) or available Online/Virtual	\$165.00	Per Hour

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment	\$2,950.00	
(2) Language & Speech (IEE)	\$3,500.00	Per Student
(3) Language & Speech – AAC or AT Assessment only	\$3,900.00	
(1) Occupational Therapy (OT) Assessment	\$2,950.00	
(2) Occupational Therapy (IEE)	\$3,500.00	Per Student
(3) Occupational Therapy – AAC or AT Assessment only	\$3,900.00	
(3) Transition or Vocational Assessment	\$2,950.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)	\$6,750.00	Per Student
(5) Academic Achievement Assessment	\$2,750.00	Per Student
(6) IEP Meeting/Participation – Session Report & Recommendation (SRR) or NPA Consultation services	\$150.00	Per Hour

**All Compensatory/Supplemental services require LEAs/Districts to provide curriculum/materials for SAS and/or Transition services per student. All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 70 hours of SAS/Academic Instruction and/or therapy will complete 69 hours of direct SAS/Academic Instruction and/or therapy and 1 hour of indirect services as "Final Session/SRR."

***Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.

Non-Public Agency (NPA) Rate Sheet 2026-2027 Reading Intervention Program

The Reading Intervention Program includes the Sonday Learning Systems** for each student which is a comprehensive line of materials/curriculum that help our Education Specialists provide multisensory reading instruction/intervention, both research and evidence-based for students from grades K-8.

The Reading Intervention Program Packages include Pre and Post Assessments, Session Report & Recommendation (SRR) form***, and a complete reading intervention program for each student covering 1-6 grade levels of reading.

READING INTERVENTION PROGRAM PACKAGES**

(1) Grades K-2 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(2) Grades K-2 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Grades 3-8 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(4) Grades 3-8 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(5) Grades 3-8 – covers 5 to 6 grade levels of reading intervention/instruction	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student

**Through Windsor Learning's, Sonday Learning System, created by Arlene Sonday, Orton-Gillingham expert provides the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using effective multisensory instruction.

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 60 hours of Reading Intervention program will complete 59 hours of direct Reading Intervention program and 1 hour of indirect services as "Final Session/SRR."



**Rates: Northern California
Counties**

Non-Public Agency (NPA) Rate Sheet 2026-2027 Mathematics Intervention Program

The Mathematics Intervention Program provides Local Education Agencies (LEAs) with two intervention options: KP® Mathematics (Above & Beyond and Expeditions to Numeracy) or IXL Math (Digital Option).

Above & Beyond program	Expeditions to Numeracy
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Above & Beyond program & Expeditions to Numeracy include a structured program with the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using one or both programs. Both programs accompany materials, curriculum, & manipulatives for math intervention.

Above & Beyond program offers learners with Cognitive Delays using the KP® Ten-Frame Tiles to build competencies necessary for in-school learning & beyond-school independence & autonomy. It uses on-going assessment to measure demonstrated learning along with focuses on strategically on number, place value, & arithmetic operations. Additionally, it teaches skills needed for functionality with money, and organizes content in increasingly large number sets (small numbers (0-10) to three-digit numbers (0-999)).

Expeditions to Numeracy program provides the following three intervention levels of mathematics for students from grades K-4 in the following areas: 1) Early Learning Intervention for grades K-2, 2) Addition & Subtraction Intervention for grades 2-3, & 3) Multiplication & Division Intervention for grades 3-4. It includes the Essential Guidebook to Continuous Assessment & Instruction as well as the KP® Ten-Frame Tiles, and other materials/manipulatives.

IXL Math is a standards-aligned, digital math intervention program that provides personalized, adaptive practice based on individual student skill levels. It uses diagnostic assessments and real-time data to identify gaps, support targeted intervention, and monitor student progress. IXL Math is best used for supplemental intervention, independent or small-group practice, and progress monitoring. It does not include physical materials, curriculum, or manipulatives, but serves as a flexible digital support to reinforce math skills across grade-level (K-12) content.

MATHEMATICS INTERVENTION PROGRAM PACKAGES**

(1) Grades K-8 – covers 1 to 2 grade levels of math intervention/instruction	\$130.00 Per Hour	50 Hours per Student	\$6,500.00 Per Student
(2) Grades K-8 – covers 3 to 4 grade levels of math intervention/instruction	\$130.00 Per Hour	100 Hours per Student	\$13,000.00 Per Student
(3) Grades K-8 – covers 4 to 5 grade levels of math intervention/instruction	\$130.00 Per Hour	150 Hours per Student	\$19,500.00 Per Student

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 50 hours of Math Intervention program/services will complete 49 hours of direct services for Math Intervention program/services and 1 hour of indirect services as "Final Session/SRR."

Non-Public Agency (NPA) Rate Sheet 2026-2027 Transition 2 Life & Daily Living Skills Program

Dynamic Education Services, Inc. through its partnership with Transition 2 Life offers a comprehensive and complete transition curriculum for various student populations (general education, mild-to-moderate or moderate to severe disabilities, & students on alternative curriculum) affected by their special needs, learning disabilities, or learning challenges. Transition 2 Life meets both federally mandated transition requirements and Indicator 13 goals. Components of the program include Assessments, Coordinated ITP Goals, Daily Living Skills topics that are individualized for each student and parent's goals.

Transition 2 Life & Daily Living Skills PACKAGES**

(1) Transition 2 Life curriculum, Assessments/Inventories, from 1 to 3 Daily Living Skills Topics	\$130.00 Per Hour	60 Hours per Student	\$7,900.00 Per Student
(2) Transition 2 Life curriculum, Assessments/Inventories, from 4 to 5 Daily Living Skills Topics	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Transition 2 Life curriculum, Assessments/Inventories, from 6 to 8 Daily Living Skills Topics	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student
(4) Transition 2 Life curriculum, Assessments/Inventories, from 9 to 10 Daily Living Skills Topics	\$130.00 Per Hour	240 Hours per Student	\$31,200.00 Per Student
(5) Transition 2 Life curriculum, Assessments/Inventories, from to 11 to 12 Daily Living Skills Topics	\$130.00 Per Hour	300 Hours per Student	\$39,000.00 Per Student

Transition 2 Life & Daily Living Skills Topics			
Job Skills – Hard or Soft Skills	Disability Management	Social Skills	Executive Functioning Skills
Cooking Skills	Housekeeping Skills	Self-Determination/Advocacy	Community-Based Instruction (CBI)
Home Maintenance	Financial Skills	Personal Hygiene	Personal Management

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 60 hours of Transition2Life-Daily Living Skills (T2L-DLS) program will complete 69 hours of direct services for Transition2Life-Daily Living Skills (T2L-DLS) program and 1 hour of indirect services as "Final Session/SRR."



**Rates: Northern California
Counties**

Non-Public Agency (NPA) Rate Sheet 2026-2027 School-Based Support Services

SPECIALIZED ACADEMIC INSTRUCTION (SAI) – **CURRICULUM/MATERIALS PROVIDED BY CONTRACTING LEA/DISTRICT

(1) Specialized Academic Instruction (SAI)**	\$160.00	Per Hour
(2) Specialized Academic Instruction (SAI) – Prep Time **2 hours of Prep Time required for 5 hours per week if SAI	\$160.00	Per Hour
(3) IEP Meeting, Progress Notes/Preparation/Case Management (15 Hours per school year) by assigned provider and/or credentialed administrator.	\$160.00	Per Hour

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment	\$2,950.00	Per Student
(1a) Language & Speech (IEE)	\$3,500.00	
(1b) Language & Speech – AAC or AT Assessment only, per assessment	\$3,900.00	
(2) Occupational Therapy (OT) Assessment	\$2,950.00	Per Student
(2a) Occupational Therapy (IEE)	\$3,500.00	
(2b) Occupational Therapy – AAC or AT Assessment only, per assessment	\$3,900.00	
(3) Transition or Vocational Assessment	\$2,750.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)	\$6,500.00	Per Student
(5) Academic Achievement Assessment	\$2,750.00	Per Student
(6) IEP Meeting/Participation – Session Report & Recommendation (SRR) or NPA Consultation services	\$150.00	Per Hour

**LEA/District authorizes & agrees Dynamic Education Services, Inc. (DES, Inc.) may bill up to the authorized hours per week (5 hours/10 hours) of SAI if the parent cancels 1 or more days of scheduled sessions for the week. DES, Inc. is guaranteeing scheduled staff/Education Specialists for the contracted hours per week (5 or 10 hours) during the school day (8:00 am to 3:00 pm), which is generally difficult & requires availability of staff/Education Specialists for school-based support services.

**IEP meetings may be attended by assigned providers (limited/based on staff availability) or designated credentialed administrator via telephone or video conference (Zoom/Google Meets).

***Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.



California Department of Education
Nonpublic Agency (NPA) Certification

Date: January 29, 2026

NPA: Dynamic Education Services, Inc.

NPA Identification Code: 9902242

Site Administrator: Bob Ungs

Mailing Address: 701 West Kimberly Avenue, Suite 115

City: Placentia State: California Zip Code: 92870

NPA Authorized to Provide Services at NPA Site: ☐ Yes

Site Address:

City: State: California Zip Code:

Grades: Kindergarten to 12

Ages: 5 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:

☐ APE	☒ BII	☒ LSDR	☐ PCT	☐ SDTI	☒ VECD
☐ AS	☒ CG	☐ MT	☐ PS*	☐ SW	☐ LI:
☐ ATS	☐ EE	☐ OM	☐ PT	☐ TS	☐ Other:
☒ BID	☐ HNS	☒ OT	☐ RS	☐ VS	*Other than Assessment and IEP Development

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2025

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 Ken Haraughty Blackwell Insurance Agency 23002 Lake Center Drive Building 4, Suite 4500 Lake Forest CA 92630	CONTACT NAME: PHONE (A/C, No, Ext): 800-507-4495 FAX (A/C, No): E-MAIL ADDRESS: ken@blackwellins.com
INSURED Dynamic Education Services, Inc. 701 W Kimberly Ave , Ste 115 Placentia, CA, 92870	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Direct Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10391

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	☒ COMMERCIAL GENERAL LIABILITY	X		PCA5GR8XYG	12/04/2025	12/04/2026	EACH OCCURRENCE	\$5,000,000				
	CLAIMS-MADE						☒	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000		
									MED EXP (Any one person)	\$5,000		
									PERSONAL & ADV INJURY	\$5,000,000		
									GENERAL AGGREGATE	\$10,000,000		
	☒ POLICY							PRO-JECT		LOC	PRODUCTS - COMP/OP AGG	\$10,000,000
							OTHER					\$
	GEN'L AGGREGATE LIMIT APPLIES PER:											
	AUTOMOBILE LIABILITY	X		PCA5GR8XYG	12/04/2025	12/04/2026	COMBINED SINGLE LIMIT (Ea accident)	\$				
	ANY AUTO						BODILY INJURY (Per person)	\$				
	OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$		
	☒ HIRED AUTOS ONLY						☒	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$		
									HIRED AND NON - OWNED	\$5,000,000 / \$10,000,000		
	UMBRELLA LIAB						EACH OCCURRENCE					
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$			
	DED						RETENTION \$		\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		PCA5GR8XYG	12/04/2025	12/04/2026	☒ PER STATUTE	☒ OTHER	\$			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N ☒ Y	E.L. EACH ACCIDENT	\$5,000,000			
								E.L. DISEASE - EA EMPLOYEE	\$5,000,000			
								E.L. DISEASE - POLICY LIMIT	\$10,000,000			
A	Errors & Omissions	☒	X	PCA5GR8XYG	12/04/2025	12/04/2026	PER OCCUR/AGGREGATE	\$5,000,000 / \$10,000,000				
	CYBER	☒					PER OCCUR/AGGREGATE	\$5,000,000 / \$10,000,000				

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

The certificate holder is named an additional insured. The certificate holder is named an additional insured. Sexual Abuse and Molestation are included as part of the General Liability Per Occurrence limits \$5,000,000 and Aggregate \$10,000,000 for policy PCA5GR8XYG.
Excluded owners/officers: Jonas Maceda

CERTIFICATE HOLDER

OAKLAND USD SELPA 915 54th Street Oakland , CA 94608	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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ACORD 25 (2016/03)

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Dynamic Education Services, Inc.
701 W Kimberly Ave
Ste 115
Placentia, CA 92870

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 31

Policy Number PCA5GR8XYG	POLICY CHANGES EFFECTIVE 03-16-2026	COMPANY Berkshire Hathaway Direct Insurance Company
NAMED INSURED Dynamic Education Services, Inc.		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED		
CHANGES • Added Additional Insured		



Authorized Representative Signature

Policy Number: PCA5GR8XYG**Policy Period:** 12/04/2025 to 12/04/2026 @12:01AM**This Policy Issued By:** Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.**Named Insured (Your Business):**Dynamic Education Services, Inc.
701 W Kimberly Ave
Ste 115
Placentia, CA 92870**Phone:** (714) 823-3361**Email:** jonas+1@dynamicedservices.net

[Additional Insureds Listed on Extension]

What's insured & for how much:

The table below shows the insured buildings, and the Deductible and Limit for each Coverage. We will pay up to the Limit after a loss is more than the Deductible. If your business has more than one loss, it must pay a separate Deductible for each loss. We will pay up to the Limit for each loss, except for Business Liability, where there is a Maximum Limit. After we have paid the Maximum Limit, we will no longer pay any amounts for Business Liability under this policy

COVERAGE FOR	LIMIT	DEDUCTIBLE
Business Liability	\$5,000,000 per occurrence, \$10,000,000 Maximum	\$0
Business Interruption (Net Income)	Up to 1 year, \$345,402	3 day waiting period
Cyber Incident Response	\$1,250,000	\$0
Workers' Compensation	As required by law	None
All Other Property	\$447,744	\$1,000
Earthquake Damage	NOT PURCHASED	
Flood Coverage	NO CHANGE	NO CHANGE

Estimated Premium: \$64,647.64 (Subject to Audit When Permitted or Required by Law)

Cancellation: Your business may cancel for any reason by written request for a future date. We may only cancel as allowed by California law, at least for 30 days before cancellation or 10 if for nonpayment of premium. We will send a notice to the address above, and any additional interests requiring notice, that explains the cancellation and the effective date. After cancellation, the premium will be adjusted proportionately based on the time the policy was in effect.

Policy Forms & Endorsements:IL 12 01 11 85
3PG 00 00 - 06/24
3PG 00 01 - 06/24
3PG CA 01 - 06/24
3PG COVEX 01 - 11/22California Workers Compensation Forms and Information
WC 3P CA DEC

Policy Number: PCA5GR8XYG

Policy Period: 12/04/2025 to 12/04/2026 @12:01AM

This Policy Issued By: Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.

Named Insured (Your Business):
Dynamic Education Services, Inc.**Phone:** (714) 823-3361
Email: jonas+1@dynamicedservices.net

Additional Named Insured

ADDITIONAL NAMED INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
N/A	N/A	N/A	N/A

Additional Insureds

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
BLANKET ADDITIONAL INSURED — AS REQUIRED BY WRITTEN CONTRACT (INCLUDES WAIVER OF SUBROGATION AND PRIMARY/NON-CONTRIBUTORY)			
Palm Springs USD	150 District Center Dr	Palm Springs, CA, 92264	
Elk Grove USD	9510 Elk Grove Florin Rd	Elk Grove, CA, 95624	
Robla SD	5248 Rose St	Sacramento, CA, 95838	
Madera USD	1820 Howard Rd	Madera, CA, 93637	
Santiago Charter Middle School	515 N Rancho Santiago Blvd	Orange, CA, 92869	
San Francisco USD	3045 Santiago St	San Francisco, CA, 94116	
Rosemead USD	3907 Rosemead Blvd	Rosemead, CA, 91770	
Colton Joint USD	850 E Washington St	Colton, CA, 92324	
Fullerton Joint UHSD	1051 W Bastanchury Rd	Fullerton, CA, 92833	
Apple Valley USD	12555 Navajo Rd	Apple Valley, CA, 92308	
Riverside USD	6050 Industrial Ave	Riverside, CA, 92504	
Redondo Beach USD	1401 Inglewood Ave	Redondo Beach, CA, 90278	
NOVA ACADEMY (CS)	52780 Frederick St	Coachella, CA, 92236	
San Jose USD	855 Lenzen Ave	San Jose, CA, 95126	
CAMBRIAN FMS (SDP)	5199 E Pacific Coast Hwy	Long Beach, CA, 90804	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Hayward USD	24411 Amador St	Hayward, CA, 94544	
Fenton Charter Public Schools	89288 Sunland Blvd.	Sun Valley, CA, 91352	
Imperial COE	1398 Sperber Rd	El Centro, CA, 92243	
Savanna SD	5816 Corporate Avenue, Ste. 21	Cypress, CA, 90630	
Alhambra USD	1515 W Mission Rd	Alhambra, CA, 91803	
Clovis USD	1450 Herndon Ave	Clovis, CA, 93611	
Our Community School	10045 Jumilla Ave	Chatsworth, CA, 91311	
Innovative Education Management, Inc. 4535 Missouri	4535 Missouri Flat Road, Suite	Placerville, CA, 95667	
Armona Union ESD	P.O. Box 368 11115 C Street	Armona, CA, 93202	
Fairfield-Suisun USD	2490 Hilborn Rd	Fairfield, CA, 94534	
California Virtual Academies (CAVA)	50 Moreland Rd	Simi Valley, CA, 93065	
Tustin Unified School District	300 S C St	Tustin, CA, 92780	
LACOE-Los Angeles County Office of Education	9300 Imperial Hwy	Downey, CA, 90242	
Fontana USD	9680 Citrus Ave	Fontana, CA, 92335	
Eastside Union SD	44938 30th St	Lancaster, CA, 93535	
MAGNOLIA SD	2705 W Orange Ave	Anaheim, CA, 92804	
Clovis USD	1680 David E Cook Way	Clovis, CA, 93611	
Hueneme ESD	205 N Ventura Rd	Port Hueneme, CA, 93041	
New Horizons Charter Academy	5955 Lankershim Blvd	North Hollywood, CA, 91601	
Castro Valley USD	4400 Alma Ave	Castro Valley, CA, 94546	
Hemet USD	1791 W Acacia Ave	Hemet, CA, 92545	
Contra Costa SELPA and 16 Member Districts	2520 Stanwell Dr Ste 270	Concord, CA, 94520	
Selma USD	3036 Thompson Avenue	Selma, CA, 93662	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
West Contra Costa	3000 Parker Rd	San Pablo, CA, 94806	
Downey USD	11627 Brookshire Ave	Downey, CA, 90241	
Salinas Union HSD	431 W Alisal St	Salinas, CA, 93901	
Contra Costa County Office of Education	77 Santa Barbara Rd	Pleasant Hill, CA, 94523	
WONDERFUL COLLEGE PREP ACADEMY (CS)	2070 Veneto St	Delano, CA, 93215	
John Swett Unified School District	400 Parker Avenue	Rodeo, CA, 94572	
Lincoln USD	2010 W Swain Rd	Stockton, CA, 95207	
Tulare City SD	600 N Cherry St	Tulare, CA, 93274	
Franklin-McKinley SD	645 Wool Creek Drive	San Jose, CA, 95112	
Winters Joint USD	909 W. Grant Avenue	Winters, CA, 95694	
Valle Lindo SD	1431 N. Central Avenue	South El Monte, CA, 91733	
Tehachapi USD	300 South Robinson Street	Tehachapi, CA, 93561	
Santa Ana USD	1601 E Chestnut Ave	Santa Ana, CA, 92701	
Springs Charter School & River Springs CS	27740 Jefferson Ave	Temecula, CA, 92590	
Lennox School District	10319 Firmona Ave	Lennox, CA, 90304	
Lake Elsinore USD	545 Chaney St	Lake Elsinore, CA, 92530	
Glendora USD	500 N Loraine Ave	Glendora, CA, 91741	
Natomas USD	1901 Arena Blvd	Sacramento, CA, 95834	
El Rancho USD	9333 Loch Lomond Dr	Pico Rivera, CA, 90660	
Lodi USD	1305 E Vine St	Lodi, CA, 95240	
OCEAN VIEW SD	17200 Pinehurst Ln	Huntington Beach, CA, 92647	
Blue Ridge Academy	944 Stanislaus Street	Maricopa, CA, 93252	
Palos Verdes Peninsula USD	375 Via Almar	Palos Verdes Peninsula, CA, 90274	
KERN HIGH SCHOOL DISTRICT	5801 Sundale Ave	Bakersfield, CA, 93309	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Orange County Department of Education	200 Kalmus Dr	Costa Mesa, CA, 92626	
Victor Valley UHSD	16350 Mojave Dr	Victorville, CA, 92395	
Lynwood USD	11321 Bulis Road	Lynwood, CA, 90262	
Hacienda-La Puente USD	15151 Palm Ave	Hacienda Heights, CA, 91745	
Centralia ESD	5816 Corporate Avenue, Ste. 21	Cypress, CA, 90630	
Oxnard School District	1051 South A St	Oxnard, CA, 93030	
Anaheim ESD	1001 S East St	Anaheim, CA, 92805	
Beaumont USD	350 W Brookside Ave	Beaumont, CA, 92223	
VOX COLLEGIATE OF LOS ANGELES	1100 W Manchester Ave	Los Angeles, CA, 90044	
Goethe International CS	12500 Braddock Dr	Los Angeles, CA, 90066	
Romoland School District	25900 Leon Rd	Homeland, CA, 92548	
WISH Charter Schools	6550 W 80th St	Los Angeles, CA, 90045	
OAKLAND USD SELPA	915 54th Street	Oakland, CA, 94608	
Griffin Technology Academies	2 Positive Pl	Vallejo, CA, 94589	
El Segundo USD	641 Sheldon St	El Segundo, CA, 90245	
MATES-Meadows Arts & Technology Elementary School	2000 La Granada Dr	Thousand Oaks, CA, 91362	
Santa Monica-Malibu USD	1651 16th St	Santa Monica, CA, 90404	
NEW LOS ANGELES CS	1919 S Burnside Ave	Los Angeles, CA, 90016	
East Whittier City SD	14535 E. Whittier Blvd.	Whittier, CA, 90605	
Standard SD	1200 N Chester Ave	Bakersfield, CA, 93308	
Pomona Unified School District	800 S Garey Ave	Pomona, CA, 91766	
Ventura County SELPA & Ventura County Office of E	5100 Adolfo Rd	Camarillo, CA, 93012	
Oxnard UHSD	1800 Solar Dr	Oxnard, CA, 93030	
Panama-Buena Vista Union SD	4200 Ashe Rd	Bakersfield, CA, 93313	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
West Contra Costa USD	3000 Parker Rd	San Pablo, CA, 94806	
Camino Nuevo Charter Academy	3435 W Temple St	Los Angeles, CA, 90026	
Greenfield Union SD (Kern CO)	1624 Fairview Rd	Bakersfield, CA, 93307	
Conejo Valley USD	750 Mitchell Rd	Newbury Park, CA, 91320	
Moreno Valley USD	25634 Alessandro Blvd	Moreno Valley, CA, 92553	
El Monte UHSD	3537 Johnson Ave	El Monte, CA, 91731	
Whittier Union HSD	9401 S. Painter Avenue	Whittier, CA, 90605	
Compass CS	850 Hampshire Rd Ste R	Westlake, CA, 91361	
Azusa USD	546 S Citrus Ave	Azusa, CA, 91702	
MAGNOLIA PUBLIC SCHOOLS	250 E. 1st Street	Los Angeles, CA, 90012	
Tulare Joint UHSD	387 N K St	Tulare, CA, 93274	
Citizens of the World Charter Schools – Los Angele	5371 Wilshire Blvd., Ste. 200	Los Angeles, CA, 90036	
Lafayette School District	3477 School St	Lafayette, CA, 94549	
Las Virgenes USD	4111 Las Virgenes	Calabasas, CA, 91302	
Claremont USD	170 W San Jose Ave 2nd floor	Claremont, CA, 91711	
Acalanes UHSD	1212 Pleasant Hill	Lafayette, CA, 94549	
Gilroy USD	7810 Arroyo Cir	Gilroy, CA, 95020	
Westside Union SD	41914 50th St W	Lancaster, CA, 93536	
Ontario-Montclair SD	950 W D St	Ontario, CA, 91762	
Contra Costa SELPA	2520 Stanwell Drive Suite 207	Concord, CA, 94520	
KIPP Public Schools Northern California	1 Kaiser Plz	Oakland, CA, 94612	
Palos Verdes Peninsula USD	375 Via Almar	Palos Verdes Peninsula, CA, 90274	
Elite Academic Academy	43414 Business Park Dr	Temecula, CA, 92590	
Victor Elementary School District	12219 2nd Avenue	Victorville, CA, 92395	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Charter Oak USD	20240 E Cienega Ave	Covina, CA, 91724	
Little Lake City USD	10515 South Pioneer Blvd.	Santa Fe Springs, CA, 90670	
Magnolia SD	5816 Corporate Avenue, Ste. 21	Cypress, CA, 90630	
Torrance USD	2335 Plaza del Amo	Torrance, CA, 90501	
Inglewood USD	401 S Inglewood Ave	Inglewood, CA, 90301	
Anaheim UHSD	5816 Corporate Ave	Cypress, CA, 90630	
Martinez Unified School District	921 Susana St	Martinez, CA, 94553	
San Mateo-Foster City SD	1170 Chess Dr	San Mateo, CA, 94404	
Vallejo City USD	665 Walnut Ave	Vallejo, CA, 94592	
Temecula Valley USD	31350 Rancho Vista Rd Bldg 14	Temecula, CA, 92592	
Alliance College-Ready PS	5101 Santa Monica Blvd	Los Angeles, CA, 90029	
Bright Star Schools	600 S La Fayette Park Pl	Los Angeles, CA, 90057	
REAL Journey Academies	3333 Concourses St., Bldg 9	Ontario, CA, 91764	
Norris SD	6940 Calloway Dr	Bakersfield, CA, 93312	
Oakland School for the Arts	530 18th St	Oakland, CA, 94612	
Hawthorne SD	14120 Hawthorne Blvd	Hawthorne, CA, 90250	
Paramount USD	15110 California Ave	Paramount, CA, 90723	
Santa Rosa Academy	27587 La Piedra Rd	Menifee, CA, 92584	
Griffin Technology Academies	2 Positive Pl	Vallejo, CA, 94589	
Irvine USD	5050 Barranca Pkwy	Irvine, CA, 92604	
San Leandro USD	2255 Bancroft Ave	San Leandro, CA, 94577	
Bonita Unified School District	115 W Allen Ave	San Dimas, CA, 91773	
San Bernardino County Superintendent of Schools	17800 Highway 18	Apple Valley, CA, 92307	
Montague Charter Academy	13000 Montague St	Pacoima, CA, 91331	
Lashon Academy Charter School	7747 Kester Avenue	Van Nuys, CA, 91405	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Alisal Union SD	1205 E Market St	Salinas, CA, 93905	
Sky Mountain CS & Innovative Education Management,	4535 Missouri Flat Rd, Ste 1A	Placerville, CA, 95667	
Walnut Valley USD	880 S. Lemon Avenue	Walnut, CA, 91789	
Cypress SD	5816 Corporate Ave Ste 21	Cypress, CA, 90630	
Pacifica SD	375 Reina del Mar Ave	Pacifica, CA, 94044	
Livermore Valley Joint USD	685 E Jack London Blvd	Livermore, CA, 94551	
KIPP SOCAL PUBLIC SCHOOLS	1933 S Broadway Suite 1144	Los Angeles, CA, 90007	
West Sonoma County HSD	462 Johnson St	Sebastopol, CA, 95472	
Bellflower USD	16703 S. Clark Ave.	Bellflower, CA, 90706	
SFS Heritage Park, LLC	12631 Imperial Hwy Ste F-232-1	Santa Fe Springs, CA, 90670	
Antelope Valley UHSD	176 Holston Dr	Lancaster, CA, 93535	
San Bernardino City USD	1535 W Highland Ave	San Bernardino, CA, 92411	
West Covina USD	1717 W Merced Ave	West Covina, CA, 91790	
Julia Lee Performing Arts Academy (CS)	19740 Grand Ave	Lake Elsinore, CA, 92530	
San Marcos USD	255 Pico Ave Suite 250	San Marcos, CA, 92069	
Antioch Unified School District	510 G St	Antioch, CA, 94509	
Duarte USD	1620 Huntington Dr	Duarte, CA, 91010	
Placentia Yorba Linda USD	1301 E Orange Thorpe Ave	Placentia, CA, 92870	
Culver City USD	4034 Irving Pl	Culver City, CA, 90232	
Rosedale Union School District	2553 Old Farm Rd	Bakersfield, CA, 93312	
Compton USD SELPA	501 S Santa Fe Ave	Compton, CA, 90221	
Mojave USD	3200 Pat Ave	Mojave, CA, 93501	
Pittsburg Unified School District	2000 Railroad Ave	Pittsburg, CA, 94565	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Solano County SELPA/Bay Area Collaborative	5100 Business Center Dr	Fairfield, CA, 94534	
Los Alamitos SD	5816 Corporate Avenue, Ste. 21	Cypress, CA, 90630	
Lake Elsinore	545 Chaney St	Lake Elsinore, CA, 92530	
Greenfield Union SD (Monterey)	493 El Camino Real	Greenfield, CA, 93927	
Armona Union ESD	11115 C St	Armona, CA, 93202	
Goethe International Charter School	12500 Braddock Dr	Los Angeles, CA, 90066	
Paris Elementary School District	143 E 1st St	Paris, CA, 92570	
LANCASTER SD	44711 Cedar Ave	Lancaster, CA, 93534	
Brentwood Union School District	255 Guthrie Ln	Brentwood, CA, 94513	
Garvey School District	2730 Del Mar Ave	Rosemead, CA, 91770	
San Jacinto USD	2045 S San Jacinto Ave	San Jacinto, CA, 92583	
Moreno Valley USD/SELPA	25634 Alessandro Blvd	Moreno Valley, CA, 92553	
Whittier Union High School District	9401 S. Painter Avenue	Whittier, CA, 90605	
Norwalk-La Mirada USD	12820 Pioneer Blvd	Norwalk, CA, 90650	
Harriet Tubman Village CS	6880 Mohawk St	San Diego, CA, 92215	
Oxnard School District	Suite 107	Oxnard, CA, 93030	
Orcutt Union SD	500 Dyer St	Santa Maria, CA, 93455	
Hesperia USD	15576 Main St	Hesperia, CA, 92345	
Val Verde USD	975 W Morgan St	Perris, CA, 92571	
Wilsona School District	18050 East Avenue O	Palmdale, CA, 93591	
YPI Charter Schools	10660 White Oak Ave Ste B	Granada Hills, CA, 91344	
1150 Orange Thorpe LLC	1150 E Orange Thorpe Ave	Palcentia, CA, 92870	
SANTA CLARA USD	1889 Lawrence Rd	Santa Clara, CA, 95051	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Pasadena USD, its board, officials, employees and	351 S Hudson Ave	Pasadena, CA, 91109	
Evergreen School District	3188 Quimby Rd	San Jose, CA, 95148	
Whittier City	7211 S. Whittier Avenue	Whittier, CA, 90602	
Clovis USD	1680 David E Cook Way	Clovis, CA, 93611	
Alameda Community Learning Center	1900 3rd Street Alameda	Alameda, CA, 94501	
Bear Valley USD Box	PO Box 1529	Big Bear Lake, CA, 92315	
Perris Elementary School District	143 E 1st St	Perris, CA, 92570	
Sanger USD	1254 Commerce Avenue	Sanger, CA, 93657	
Pasadena Unified School District	351 S Hudson Ave	Pasadena, CA, 91109	
Corona-Norco USD	2820 Clark Ave	Norco, CA, 92860	
Oakley Union Elementary SD	91 Mercedes Ln	Oakley, CA, 94561	
REACH Leadership STEAM Academy	3422 Rustin Ave	Riverside, CA, 92507	
Zoe Office Center, LLC c/o CINCH Real Estate	25420 Kuykendahl Rd, D900	The Woodlands, CA, 77375	
Birmingham Community Charter HS	17000 Haynes Street	Lake Balboa, CA, 91406	
Fountain Valley USD	10055 Slater Ave	Fountain Valley, CA, 92708	
KIPP SoCal Public School	1933 S. Broadway Suite 1144	Los Angeles, CA, 90007	
San Francisco USD	3045 Santiago St	San Francisco, CA, 94116	
Oakland USD	915 54th Street	Oakland, CA, 94608	
Centinela Valley UHSD	14901 South Inglewood Ave	Lawndale, CA, 90260	
Garden Grove USD	10331 Stanford Ave	Garden Grove, CA, 92840	
Moraga School District	1540 School St	Moraga, CA, 94556	
Folsom Cordova USD	1965 Birkmont Dr	Rancho Cordova, CA, 95742	
Berkeley USD	2020 Bonar St	Berkeley, CA, 94702	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Canyon Elementary School District	PO Box 187	Pinehurst Road Canyon, CA, 94516	
Vacaville USD	401 Nut Tree Rd	Vacaville, CA, 95687	
El Centro ESD	1420 Commercial Avenue	El Centro, CA, 92243	
Menifee Union School District	29775 Haun Rd	Menifee, CA, 92586	
Fontana USD	9680 Citrus Ave	Fontana, CA, 92335	
Lafayette School District	3477 School Street	Lafayette, LA, 94549	
Adelanto Elementary SD	11824 Air Expressway	Adelanto, CA, 92301	
Palmdale SD	39139 North 10th Street East	Palmdale, CA, 93550	
Alvord USD	9 Kpc Pkwy	Corona, CA, 92879	
Greater Anaheim SELPA & Member Districts	5816 Corporate Avenue, Ste. 21	Cypress, CA, 90630	
Sanger Unified School District	1905 Seventh Street	Sanger, CA, 93657	
WOCCSE-West Orange County Consortium of Special Ed	5832 Bolsa Ave	Huntington Beach, CA, 92649	
Alliance College-Ready Public Schools	5101 Santa Monica Blvd Ste 8,	Los Angeles, CA, 90029	
Montebello USD	123 S Montebello Blvd	Montebello, CA, 90640	
Murrieta Valley USD	41870 McAlby Ct	Murrieta, CA, 92562	
Learning by Design CS	7019 S Van Ness Ave	Los Angeles, CA, 90047	
LYNWOOD USD	11321 Bullis Rd	Lynwood, CA, 90262	
Compass CS	850 Hampshire Rd Ste R	Westlake Village, CA, 91361	
Pivot Charter School	1390 E. 9th Street, Suite 190	Chico, CA, 95928	
San Gabriel USD	408 Junipero Serra Dr	San Gabriel, CA, 91776	
Fullerton SD	1401 W Valencia Dr	Fullerton, CA, 92833	
Capistrano USD	33122 Valle Road	San Juan Capistrano, CA, 92675	
Long Beach USD	1515 Hughes Way	Long Beach, CA, 90810	
West End SELPA	8265 Aspen Ave Suite 200	Rancho Cucamonga, CA, 91730	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
El Monte City SD	3540 N. Lexington Avenue	El Monte, CA, 91731	
CAVA-CA Virtual Academies	50 Moreland Rd	Simi Valley, CA, 93065	
PERRIS UNION HSD	515 E 7th St	Perris, CA, 92570	
Glendale USD	223 North Jackson Street	Glendale, CA, 91206	
Orange Unified School District	1401 N Handy St	Orange, CA, 92867	
Garden Grove USD	10331 Stanford Ave	Garden Grove, CA, 92840	
Liberty Union High School District	20 Oak St	Brentwood, CA, 94513	
Brentwood USD	255 Guthrie Ln	Brentwood, CA, 94513	
Rowland USD	1830 Nogales St	Rowland Heights, CA, 91748	
Coachella Valley USD	87225 Church St	Thermal, CA, 92274	
Byron Union School District	14301 Byron Hwy	Byron, CA, 94514	
South Whittier School District	11200 Telechron Ave	Whittier, CA, 90605	
Monrovia USD	325 E Huntington Dr	Monrovia, CA, 91016	
Burbank USD	1900 W Olive Ave	Burbank, CA, 91506	
Orinda USD	8 Altarinda Rd	Orinda, CA, 94563	
SAN LORENZO USD	15510 Usher St	San Lorenzo, CA, 94580	
San Leandro USD	2255 Bancroft Ave	San Leandro, CA, 94577	
Mt. Diablo USD	1936 Carlotta Dr	Concord, CA, 94519	
iLEAD School Development (iLEAD California Charter	3720 Sierra Highway, Unit A	Acton, CA, 93510	
Palisades Charter High School	15777 Bowdoin St	Pacific Palisades, CA, 90272	
Oakland USD	915 54th Street	Oakland, CA, 94608	
El Camino Real CHS	5440 Valley Circle Blvd	Woodland Hills, CA, 91367	
Redlands USD	20 W Lugonia	Redlands, CA, 92374	
JULIA LEE PERFORMING ARTS ACADEMY	19740 Grand Ave	Lake Elsinore, CA, 92530	
RIVERSIDE USD SELPA	5700 Arlington Ave	Riverside, CA, 92504	

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
Olive Grove Charter Schools, Inc.	5075 S Bradley Rd Ste 119	Santa Maria, CA, 93455	
eCapital Commercial Finance Corp.	20807 Biscayne Blvd Ste 203	Aventura, FL, 33180	
Antioch USD	510 G Street	Antioch, CA, 94509	
Alliance College-Ready Public Schools	5101 Santa Monica Blvd Ste 8	Los Angeles, CA, 90029	
Silver Valley USD	PO BOX 847	Yermo, CA, 92398	
Green Dot PS	1149 South Hill Street, Suite	Los Angeles, CA, 90015	
KIPP SoCal Public School	1933 S. Broadway Suite 1144	Los Angeles, CA, 90007	
Knightesen Elementary School District	1923 Delta Road	Knightesen, CA, 94548	
Glendale USD	223 N Jackson St	Glendale, CA, 91206	
GARVEY SD	2730 N. Del Mar Avenue	Rosemead, CA, 91770	
ABC Unified School District	16700 Norwalk Blvd	Cerritos, CA, 90703	
Sage Oak Charter Schools	1473 Ford St Ste 105	Redlands, CA, 92373	
Walnut Creek School District	960 Ygnacio Valley Rd	Walnut Creek, CA, 94596	

Additional Listed Buildings

BUILDING	LIMIT	DEDUCTIBLE
N/A	N/A	N/A

Additional Listed Vehicles

VEHICLE	LIMIT	DEDUCTIBLE
N/A	N/A	N/A

Mortgagees and Loss Payees

THIRD PARTY	ADDRESS 1 & 2	CITY, STATE, ZIP
N/A	N/A	N/A

I. The coverage we provide your business under this policy:

This policy only covers your business for loss caused by occurrences during the policy period. An “occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that begin during the policy period. “Occurrence” also includes an error or omission by your business. Should any part of this policy, on its effective date, conflict with the laws of the state where your business is based, then that part of this policy will be automatically amended to meet the minimum requirements of those laws.

For your business’ property: We cover your business for theft of and physical damage to property your business owns or leases. As a direct result of a property loss we pay, your business may have increased operating expenses or lose net income. After the Waiting Period on the Summary, we will cover these amounts as Business Interruption until your business resumes normal operations (or until either Business Interruption limit on the Summary is reached). “Net income” means (i) net profit or loss before income taxes and (ii) continuing normal operating expenses, including payroll. Unauthorized modification of electronic data is physical damage to property.

For your business’ liability to others: We cover your business for amounts it is legally required to pay others as the result of an occurrence. We will provide legal counsel to defend any such claims. Employees of your business acting on its behalf and Additional Insureds working with your business are also covered the same way your business would be. Additional Insured automatically includes any required Additional Insured in a contract or permit made before starting work.

We also cover (i) claims of negligence, errors, or omissions in providing professional services, and (ii) claims against directors or officers of your business arising from their actions taken on behalf of your business. For these kinds of claims, if your business first learns about the claim during this policy, and the day before this policy started had continuous insurance coverage that would have covered the claim, we will cover that claim even though it is not the result of an occurrence during this policy.

For Auto: We cover damage to or accidents involving vehicles on the Summary the same way we cover property and liability claims, but with the Auto limits listed on the Summary.

For Cyber: We provide your business with crisis management, data and system review and recovery services, breach notification, and credit monitoring, following a data breach or computer system hack.

Workers’ compensation insurance: Every state has workers’ compensation laws that provide benefits for injured employees. We cover your business for and will promptly pay amounts required by state workers’ compensation law. We will pay all installments of the compensation that may be awarded or agreed upon in connection with those injuries.

II. If something goes wrong:

If your business has a property loss from an occurrence, we will pay to repair the damaged property if possible, or replace it with something of similar capabilities. We only pay for buildings (which in this policy includes any part of a building) or vehicles that are on the Summary, up to the Limit for each. For all other property that is damaged by an occurrence (including exterior glass and improvements to a leased premises that your business is responsible for) we will pay up to the amount listed for Other Property on the Summary. Other Property also includes property (other than a building) that is in the care, custody, or control of your business, but Business Interruption is not available arising from damage or loss to that property.

We will also pay necessary costs to keep your business going or to minimize the time it is out of business after a loss that we cover. We will pay these expenses until listed vehicles are repaired or replaced (or until the Limit for that damaged vehicle is reached) or your business has resumed at a permanent location (or until either limit for Business Interruption has been reached).

For liability claims, we will have the right to decide how to prepare for and defend any potential claim, and to decide if a claim should be settled. The costs of defending do not count towards policy limits.

For cyber claims, we provide cyber incident response and breach coach services through our selected vendors.

If your business runs out of money (it is insolvent or in bankruptcy) or otherwise defaults after a person is injured by an occurrence, our obligation to pay will not be affected.

III. What we do not cover:

We do not cover any occurrence(s) that start or take place outside the policy period on the Summary. To be covered by any of this policy's Coverages, the damage, liability, or injury must be caused by or arise from an occurrence during the policy period on the Summary. For any claims that we do not cover, we will not provide legal counsel to defend those claims.

We do not cover any company other than those named on the Summary, and we do not provide coverage that is personal to you (or anyone) independent of your business. We do not cover damage to any building your business owns, leases, occupies, or rents that is not listed on the Summary. We do not cover damage to, or accidents involving, any vehicle owned or leased by your business (or any of its owners or officers) that is not listed on the Summary. We do not cover any Additional Insured for any claims that are unrelated to your business. We do not cover any claims between any Named Insureds or additional Named Insureds. We do not cover any claims between your business and any Additional Insured that arises from a loss where this policy covers the Additional Insured.

We do not cover any damage to property (or Business Interruption), nor any claim made against your business, that is caused by pollution, asbestos, or a nuclear event. Pollution means damage caused by the spreading or escape or presence of any contaminant (whether it is solid, liquid or gas), including chemicals and waste. Asbestos means the presence or escape of any asbestos at all. Nuclear means nuclear reaction or radiation or radioactive contamination, however caused.

For property (including Business Interruption) claims, we do not cover, (i) lost or misplaced property, money, securities, or stock certificates; (ii) any property that is illegal or damaged during illegal transportation; (iii) land or water or things growing on or in them like crops; (iv) animals; (v) cosmetic damage to a roof; or (vi) any damage to property or losses caused by a law, ordinance, order, or other legal requirement, which includes any zoning change, shutdown order, or other government action. We also do not cover (i) ordinary wear and tear; or (ii) deterioration that happens because the property is old or not maintained properly, or (iii) equipment, machinery, or listed vehicles that stop working without being involved in an accident as these are not *occurrences*.

For liability claims, we do not cover claims (i) from damage or occurrences that were expected or intended (in other words, it was not accidental); (ii) solely arising from a contract; (iii) for warranty; (iv) from any promise of financial performance or return, or (v) arising out of damage to any property in the care, custody, or control of your business.

IV. Deductibles and limits:

Except for workers' compensation, which is governed by your business' state's laws, each coverage has a limit and may have a deductible. Your business is responsible for any deductible. We are responsible for loss above any deductible, up to the limit. The type of loss determines the limit, the deductible amount, and when it is paid. We will never pay more than the limit that applies less any deductible. The Summary lists the deductible (if any) and the limit for (i) any one occurrence to listed buildings, (ii) any one occurrence to Other Property; (iii) net income and business interruption expenses ; (iv) any one liability occurrence and in aggregate for any and all liability occurrences; (v) for the repair (and any related expenses) of listed vehicles; (vi) any one occurrence for liability arising from accidents in which listed vehicles are involved, and (vii) for cyber incident services for any one occurrence involving data breaches or hacking of computer systems. For liability claims, we will pay the deductible portion and bill your business for it later, since we need to appoint counsel right away in order to protect your business.

V. What your business needs to do:

You expect us to be fair in meeting your business' needs. For us to best meet our responsibilities under this policy, we need your business to meet certain requirements as well. First, we need openness and honesty about all the information provided to us in connection with this policy. We will rely upon that information to give a premium estimate, and we also use it to protect ourselves in the event of fraud or efforts to abuse our policy and the promises we make in it.

Second, we need your business to report to us as quickly as possible about anything that could give rise to claims, and cooperate with our requests. We ask that your business take all reasonable steps to protect itself and its property after a loss. Your business must file a police report following a theft. If you have any questions or concerns, the earlier you report to us, the faster we can act to cover your business. We may need to ask additional questions to process claims, and your business must answer those promptly, truthfully, and under oath when requested. After your business reports a claim to us, we will promptly investigate, and will promptly pay claims when liability has become clear and your business has provided us with proof of loss. Your business cannot give up claims it might have against others for the losses covered by this policy without our permission, except, if required by contract or permit before starting work, your business may make this policy primary and waive our rights of subrogation or contribution.

Third, keep us updated. If any of the information given to us changes, such as adding a new property to the business, let us know so that we can keep our records up to date. Some information we may seek to confirm in any event. For example, after this policy expires, we will likely ask for confirmation of payroll so we can confirm workers' compensation data. For this and any other information requests relating to this insurance, we will be relying on your business to provide accurate information. These requests may include audits of books or physical inspection of your business' operations. We will also use the information to adjust the premium (up or down) so it accurately reflects your business' risks. All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

If your business does not meet its obligations to us, your business may lose some or all coverage under this policy.

We have tried to make our policy as simple and short as possible. Because the law of insurance is set by each state, we must include some additional terms to meet the requirements of California law. We have included this section because California requires it.

Parties: This policy is an agreement between your business (listed on the Summary) and Berkshire Hathaway Direct Insurance Company.

Coverage for Earthquake Losses: For damage caused directly or indirectly by an earthquake to listed buildings and Other Property, the deductible and limit may vary based on the coverage selected by your business as reflected on the Summary. If your business did not purchase earthquake coverage, the limit for earthquake damage is \$0. If your business did purchase earthquake coverage, buildings and Other Property have the same limits they would have for non-earthquake damage. For each earthquake loss to buildings or Other Property, the deductible is changed to a percentage (the one listed for Earthquake Damage on the Summary) of the limit that applies to that loss. Damages caused by a fire that results from an earthquake are not considered "caused directly or indirectly by an earthquake." All earthquake shocks that occur within any single 168-hour period are considered a single earthquake. For this policy, all damage from an earthquake happens at the time the earthquake starts. This means there is no coverage for an earthquake that begins before this policy's start time, but coverage is available for the damage caused by an earthquake that begins before this policy's end time and continues afterwards. If there is a total loss due to earthquake, and either i) as a result of the earthquake deductible applying your business is unable to pay the full amount of the deductible, or ii) as a result of unrepaired damage to land, a building cannot be repaired or replaced, we may satisfy our obligations to your business by providing a payment of the full limit (less the earthquake deductible) that applies to the loss.

Wind/Hail Coverage:

"Wind/Hail" damage means damage to listed buildings and Other Property caused directly or indirectly by wind or hail. For these losses, the deductible may vary based on the coverage selected by your business as reflected on the Summary. If there is a percentage deductible on the Summary for Wind/Hail, then for each Wind/Hail loss to buildings or Other Property, the deductible that applies to that loss is equal to the limit multiplied by the percentage specified on the Summary. Buildings and Other Property have the same limits they would have for non-Wind/Hail damage. Damages caused by a fire that results from wind or hail are not considered to have been "caused directly or indirectly by wind or hail".

For this policy, all damage from wind or hail happens at the time the wind or hail starts. This means there is no coverage for damage involving wind or hail that begins before this policy's start time, but coverage is available for the damage caused by wind or hail that begins before this policy's end time and continues afterwards.

Flood Coverage:

Flood means the overflow of surface water, waves, tides, tidal waves, streams, or other bodies of water, or their spray, all whether driven by wind or not, including storm surge. Flood also includes

water under the ground surface pressing on or seeping through a) foundations, walls, floors, or paved surfaces, b) basements of any kind, or c) doors, windows, or other openings. Flood also includes mudslide or mudflow, and any material carried or moved in any way by "Flood." This definition of Flood applies regardless of the cause of the Flood, and to all damage and loss ensuing in any way from Flood except for fire, explosion, or sprinkler leakage caused by Flood. The damage or loss caused by a Flood-caused fire, explosion, or sprinkler leakage is not included within Flood. For damage caused directly or indirectly by Flood to listed buildings and Other Property, the deductible and limit may vary based on the coverage selected by your business as reflected on the Summary. If your business did not purchase Flood coverage, the limit for Flood damage is \$0. If your business did purchase Flood coverage, buildings and Other Property have the same limits they would have for non-Flood damage. If there is a percentage deductible on the Summary for Flood, the deductible for each Flood loss to buildings or Other Property is equal to the percentage on the Summary multiplied by the limit applicable to that loss.

For this policy, all damage from Flood happens at the time the Flood starts. This means there is no coverage for Flood that begins before this policy's start time, but coverage is available for the damage caused by Flood that begins before this policy's end time and continues afterwards. A Flood that is due to the overflow of inland or tidal waters begins when the water first overflows its banks. We will not pay for any increase in the amounts payable for Flood, including an addition of Flood Coverage or the increase of any applicable limits or the decrease of deductibles, for the first 72 hours after that change is made to this policy. We will not pay for any Flood losses for 72 hours after the inception of this policy, unless this policy is a renewal or your business previously had equivalent coverage for Flood without lapse prior to the effective date of this policy.

Property & Premium Breakdown: California law requires the following disclosure of premiums, and of property insured but not owned by your business:

Schedule of Non-Owned Property	
No Non-Owned Property Listed	
Coverage For	Premium
701 W KIMBERLY AVE, Ste 115, PLACENTIA CA 92870 - Build 1	\$16,484.15
California Property Insurance Surcharge (CASSAA)	\$0.15
Business Liability, including Cyber (Data Breach and Computer System Hacks)	\$28,192.49
Auto (Other charges)	

Direct Actions by Judgment Creditors: A creditor that has secured a judgment against your business in an action based upon bodily injury, death, or property damage, may bring an action against us on this policy subject to its terms and limitations, to recover on the judgment.

Exclusion of Fines, Penalties and Punitive Damages: This policy does not cover fines, penalties, or restitution as prohibited by Cal. Ins. Code § 533.5.

Uninsured Motorist Coverage: This policy provides uninsured and underinsured motorist coverage as broad as required by Cal. Ins. Code § 11580.2. The limit that applies to this coverage is the Auto (Liability) limit that appears on the Summary.

Execution Requirement — California law requires the following signatures:

Peter Shelley
President



Kevin D. Lewis
Secretary



THIS TEXT REPLACES THE “WORKERS COMPENSATION” PARAGRAPH OF THE POLICY:

Workers Compensation and Employers Liability: The policy’s liability coverages are modified to exclude any claim or damages arising from bodily injury to employees, owners, and officers of your business. If we have issued a companion policy to your business that provides such coverage, all references to “you” in any documents related to such policy shall mean “your business.”

Damage to Premises Rented To Your Business: The limit for this coverage is \$100,000 per building.

We will pay up to this amount for fire damage to a building if 1) your business is occupying the building with the permission of its owner (and the owner is not a named insured); and 2) your business is legally liable for causing the fire damage. The most we will pay for any one building is the limit listed above.

We will pay up to this amount for damage, other than fire damage, to a building (and its contents) that has been rented to your business for seven or fewer consecutive days. The most we will pay for any one building (and its contents) is the limit listed above.

The amounts we pay under this coverage count towards that occurrence's limit for Business Liability, and towards the Maximum Limit for Business Liability. Once we have paid the Maximum Limit, we will not pay any amounts under this coverage.

Medical Expenses: The limit for this coverage is \$5,000 per person.

We will pay the expenses below, regardless of fault, for bodily injury caused by an accident that happens during the policy period 1) at a building your business owns or leases; or 2) on the ways next to a building your business owns or leases; or 3) because of the operations of your business.

This coverage is subject to the same exclusions as liability claims under this policy. In addition, this coverage is not available to anyone: 1) that is an insured under this policy; or 2) that has been hired to perform work for any insured under this policy or the tenant of any insured under this policy; or 3) that is injured in a location that they normally occupy; or 4) if benefits for the bodily injury are payable under workers compensation, disability benefit, or any other similar law; or 5) injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; or 6) if the bodily injury arises from work your business has completed for a third party, or products your business has sold or provided to a third party. This coverage is not available for accidents that occur outside the policy period.

We will pay reasonable expenses for: 1) first aid administered at the time of an accident; 2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and 3) necessary ambulance, hospital, professional nursing and funeral services. We will only pay these expenses if they are incurred and reported to us within one year of the date of the accident. To make a claim for reimbursement of these expenses, a claimant must agree to submit to examination (at our expense) by physicians of our choice, as often as we reasonably require.

The amounts we pay under this coverage count towards that occurrence's limit for Business Liability, and towards the Maximum Limit for Business Liability. Once we have paid the Maximum Limit, we will not pay any amounts under this coverage.

Policy Information Page

1. Named Insured and Mailing Address:

Dynamic Education Services, Inc.
701 W Kimberly Ave
Ste 115
Placentia, CA 92870

Federal Employer's ID: 832766880

Risk ID Number:

Business Description: Health Care & Social Assistance

2. Policy Period:

From 12/04/2025 12:01 AM, to 12/04/2026, 12:01 AM, standard time at the insured's mailing address listed on the Summary

3. Coverage:

- A. Workers' Compensation Insurance – **Part One** of this policy applies to the Workers' Compensation Law of the following states: All States Except Monopolistic States
- B. Employer's Liability Insurance – **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:
 - **Bodily Injury by Accident – each accident:** \$5,000,000.00
 - **Bodily Injury by Disease – each employee:** \$5,000,000.00
 - **Bodily Injury by Disease – policy limit:** \$10,000,000.00
- C. Other States Insurance – Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
 - WC 000000C – STANDARD POLICY
 - WC 3P CA DEC19 – INFORMATION

4. Premium:

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit

(Continued on another page)

Total Estimated Policy Premium: \$19,013.00

Total Surcharges / Assessments: \$958.00

Total Estimated Cost: \$19,971.00

Berkshire Hathaway Direct Insurance Company
A Stock Company

Policy Number: PCA5GR8XYG
☒ New Policy ☐ Renewal of

Premium (cont.):

CA

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 03/16/2026 - 12/04/2026				
Clerical	8810	\$54,000	0.26	\$140.00
Colleges or Schools - All Other	8868	\$2,565,812	0.74	\$18,987.00
Total Estimated Premium: 03/16/2026 - 12/04/2026				\$19,971.00
Experience Modification				-\$3,491.00
Minimum Premium:				\$507.00
Total Estimated Standard Premium for CA:				\$17,812.00

Policy Totals	
Manual Premium	\$19,127.00
Employers Liability	\$268.00
Experience Modification	-\$3,491.00
Schedule Modification	\$1,908.00
Premium Discount	-\$711.00
Expense Constant	\$340.00
TRIA	\$1,048.00
DTEC	\$524.00
Total Estimated Annual Premium:	\$19,013.00
FRAUD	\$78.00
LECF	\$20.00
OSHF	\$36.00
SIBTF	\$573.00

UEBTF	\$16.00
WCARF	\$235.00
Total Estimated Cost for PCA5GR8XYG :	\$19,971.00



701 W. Kimberly Ave, Suite 115, Placentia, CA 92870 Office: 714-823-3361 Fax: 714-823-3361

Personnel Clearance Statement
(DOJ, FBI, & TB CLEARANCE)

I, Jonas Maceda, Chief Executive Officer, Dynamic Education Services, Inc., do hereby certify under penalty of perjury, that, pursuant to California Education Code Section 45125.1, that the required criminal background check(s) of all persons (including staff, volunteers, and anyone who will be in contact with program participants) who will be providing services to the Oakland USD SELPA has been conducted (through assigned ORI# AP209 through California Department of Justice) and that none of those persons have been reported by the California Department of Justice (CDOJ) and the Federal Bureau of Investigation (FBI) as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c), and/or 1192.7©.

All staff providing Non-Public School and Non-Public Agency services have a current Education Specialist Credential on file and is also listed with the California Commission on Teacher Credentialing website. For Other Related Services such as Language and Speech, Occupational Therapy, or Behavior Intervention, a current state license or respective board certification license will be on file.

Furthermore, I hereby certify that all persons (including staff, volunteers, and anyone who will be in contact with program participants) have been cleared by medical personnel as not being a carrier of contagious Tuberculosis.

03/31/26

Date

Jonas Maceda

Signature

Jonas Maceda, Chief Executive Officer

Name / Title (Printed)

Dynamic Education Services, Inc.

**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. See Specific Instructions on page 3.	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.) Dynamic Education Services, Inc.	
	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. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ 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. ☐ 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) _____ (Applies to accounts maintained outside the United States.)
	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 _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 701 W. Kimberly Avenue, Ste. 115	Requester's name and address (optional)
6 City, state, and ZIP code Placentia, CA 92870		
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									
			-				-		
or									
Employer identification number									
8	3	-	2	7	6	6	8	8	0

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 II, later.

Sign Here	Signature of U.S. person <i>Jonas Maceda</i>	Date 03/31/26
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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