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# *Nonpublic, Nonsectarian School/Agency Services*

## *Master Contract*

***2020-21***

**A Better Chance School**

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Contract Year: 2020-2021

Contract Number:

LEA: \_\_\_\_\_

\_\_\_\_\_

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

# A Better Chance School

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT**

## **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

### **1) MASTER CONTRACT**

- a) This Master Contract is entered into this 1st day of July, between the OAKLAND SELPA (hereinafter referred to as "LEA") and A Better Chance School (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 ten (10) SELPAs and Member NPA/S (see appendix A for a complete listing and contact information). Nonpublic schools and nonpublic agencies that are contracting with in 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 NPA/Ss 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 is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

## **2) DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a) The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b) The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, 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 designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
  - 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 nonpublic school or agency 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, 2020 to June 30, 2021 (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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. If the subsequent Master Contract has not been executed prior to June 30, 2020, 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 a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency 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 nonpublic school/agency 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 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 nonpublic school/agency 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 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.
- c) 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.
- d) 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 nonpublic school/agency 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 SERVICES AGREEMENT**

- a) This contract shall include an Individual Services 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) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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 Jennifer Blake  
LEA Oakland SELPA  
Address 1011 Union Street  
City, State, Zip Oakland, CA 94607  
Phone 510-879-8094

Name \_\_\_\_\_  
LEA \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Notices to CONTRACTOR shall be addressed as indicated on 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); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and cancelled 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 and the legitimate interests thereof (California Education Code Section 49064). Such log shall be maintained as required and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. 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 parents access to student records, 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, and 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 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
<b>General Liability</b>			
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 Occurrence	\$1,000,000	\$1,000,000	\$3,000,000
General Aggregate	\$3,000,000	\$3,000,000	\$6,000,000
Workers Compensation and 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, re-duced 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 school or agency submitting the contract number, the name of 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, 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-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **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 a nonpublic school or nonpublic agency 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 a nonpublic agency, 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 effecting 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 affective 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) Unless CONTRACTOR and LEA otherwise agree in writing, 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 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.

## **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 to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is a 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 for LEA pupils, 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. 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 a nonpublic school, 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 any local educational agency 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 nine through twelve 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 a nonpublic agency 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 nonpublic agency providing Behavior Intervention Development services shall review or develop a written plan that specifies the nature of its' nonpublic agency 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, 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 a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

## **24) INSTRUCTIONAL MINUTES**

- a) When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools, 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, and in no case will 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 nonpublic agency 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 a nonpublic school, 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 a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California

Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of student by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

- 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 July 4<sup>th</sup>). 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 a nonpublic agency, 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.

## **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 require by the LEA. CONTRACTOR shall provide the LEA with invoices, attendance reports and progress

reports for LEA students enrolled in CONTRACTOR's nonpublic school or nonpublic agency.

- b) 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.
- 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 a nonpublic school, CONTRACTOR shall be available to administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and English Language Proficiency Assessment for California (ELPAC) or alternate assessment for 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, 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 individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a 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 Behavioral Emergency Reports (BER). 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 Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), 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, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.
  - vi) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
  - vii) An intervention that precludes adequate supervision of the individual.
  - viii) An intervention that deprives the individual of one or more of his or her senses.

- g) CONTRACTOR shall comply with Education Code section 48905.8. 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 his or her 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) Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
    - 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.
    - c) If prone restraint techniques are used, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.
- h) Notwithstanding the provisions of Education Code 48905.8, NPS/NPA staff shall not use prone restraint. All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on

multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

- i) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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.

### **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 nonpublic school; 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 comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC 1414-1482 and 34 CFR 300.1-300.756. A 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 a nonpublic school 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) TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, 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 as specified in LEA Procedures. 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.
- b) CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.
- c) CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.
- d) For services provided in a student's home as specified in the IEP, CONTRACTOR must ensure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, 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 (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 2016 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), A LCI shall not require that a student be placed in its nonpublic school as a condition of being placed in its residential facility.
- b) If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

#### **44) STATE MEAL MANDATE**

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

#### **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, 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) 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).
- e) 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 Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

- f) 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.
- g) 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.
- h) When CONTRACTOR is a nonpublic school, 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 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.
- 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 nonpublic, nonsectarian school or agency 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 nonpublic, nonsectarian school or agency. 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.
- b) Only those nonpublic, nonsectarian schools or agencies 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) 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.
- d) 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.

#### **48) 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.

#### **49) 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.

#### **50) STAFF ABSENCE**

- a) When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for 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.
- b) When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in 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**

#### **51) 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 35021 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.

## **52) 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 a nonpublic school, 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.

## **53) 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 assuring 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.

#### **54) 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.

#### **55) 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.

#### **56) 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.

## **57) 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**

## **58) ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

- a) CONTRACTOR shall ensure that the school or 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.

## **59) 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 or 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 entire 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 or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
- 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.

#### **60) PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services 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.

#### **61) PAYMENT FOR STUDENT ABSENCES**

- a) Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance." In neither case will CONTRACTOR bill for any absences during Extended School Year (ESY).
  - 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) 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.
- c) 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.
- d) 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
- e) 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)
- f) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.
- b) 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:
  - i) Pursuant to an application for a waiver by an LEA, the CONTRACTOR shall receive the daily rate for pupils who were in attendance prior to the emergency closure as though they were continuing in their regular attendance.
  - i) In the event a waiver is not approved, the CONTRACTOR shall schedule a makeup day of service on one of the emergency days pursuant to the school calendar . The NPS will work collaboratively with LEAs and inform them of a date(s) on which the makeup day will occur.

## **62) NONPUBLIC AGENCY PUPIL ABSENCE**

If CONTRACTOR is a nonpublic agency, 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.

### **63) 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 nonpublic school and/or agency 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.

#### **64) 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 the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

A Better Chance School

The CONTRACTOR: \_\_\_\_\_

07-61796-7100456

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

1:12

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

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: **\$191** \_\_\_\_\_

ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)	\$130	daily
Language and Speech (415) INDIVIDUAL	\$93.00	hourly
Language and Speech (415) GROUP		hourly
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	\$88.00	hourly
Occupational Therapy (450) GROUP		hourly
Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)	\$89.00	hourly
Counseling and Guidance (515)		
Parent Counseling (520)		

Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	included in tuition	daily
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)	included in tuition	weekly
Job Coaching (855)	included in tuition	weekly
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Service		

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: \_\_\_\_\_

## APPROVALS

Master Contract approved by the governing Board on 8/12/2020

Total amount of contract not to exceed \$650,000.00


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

CONTRACTOR	DISTRICT
A Better Chance School  (Name of Nonpublic School/Agency)	Oakland Unified SELPA  (Name of SELPA / LEA)
 (Signature & Date) 6/26/20	 (Signature & Date) 7/16/2020
Dr. Edith Molinier Director of Special Education and Training/Principal (Name & Title of Authorized Representative)	Jennifer Blake Executive Director, Special Education Dept. (Name & Title of Authorized Representative)
Juan Davis  (Notices to Contractor shall be addressed to)	Jennifer Blake  (Notices to LEA shall be addressed to)
4138 Lakeside Dr.  (Contractor Address)	1011 Union Street  (LEA Address)
Richmond, CA 94806  (Contractor City, State, Zip Code)	Oakland, CA 94607  (LEA City, State, Zip Code)
Phone: 510-262-1500 Fax: 510-262-1540 Email: jdavis@calautism.org Website: www.calautism.org	Phone: 510-879-8094 Fax: 510-451-4364 Email: jennifer.blake@ousd.org Website: www.ousd.org

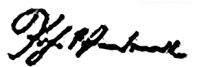
	(Address Additional Notices to)
	Phone: Fax: Email:

**Oakland Unified School District**

**Contractor**

By:  Date: 8/13/2020  
 Jody London  
 Acting Board of Education President

By: Edith Molinier Date: \_\_\_\_\_  
 Name:  
 Title:

By:  Date: 8/13/2020  
 Dr. Kyla Johnson-Trammell  
 Superintendent  
 and Secretary, Board of Education

Approved as to Form

By:  Date: 7/16/20  
 Andrea Epps  
 Deputy General Counsel



CALIFORNIA  
**AutismFoundation**  
COMMITTED TO EXCELLENCE

## A BETTER CHANCE SCHOOL (NPS) **FOR THE 2020-2021 SCHOOL YEAR**

PER ED CODE 56366-- TEACHER-TO-PUPIL RATIO: 1-to-8 or 1-to-12

Education services offered by A Better Chance School and the charges for such services during the term of this contract, as negotiated on behalf of the LEAs, shall be as follows:

- A. Non-Bundled Education Program
- a. General Program Tuition daily rate: **\$191.00**
  - b. related services:

SERVICE	RATE	PERIOD
Intensive Individual Services 1:1 aide	\$130.00	daily
Language and Speech (415) INDIVIDUAL	\$93.00	hourly
Language and Speech (415) GROUP		
Occupational Therapy (450) INDIVIDUAL	\$88.00	hourly
Occupational Therapy (450) GROUP		
Individual Counseling (510)	\$89.00	hourly
Behavior Intervention Services (535)	included in tuition	daily
Work Experience Education (850)	included in tuition	weekly
Job Coaching (855)	included in tuition	weekly
Transportation	varies based on distance from school	daily
Adapted Physical Education (425)		
Health and Nursing: specialized physical health care (435)		
Health and Nursing: other services (445)		
Assistive Technology Services (445)		
Physical Therapy (460) INDIVIDUAL		





CALIFORNIA  
**AutismFoundation**  
COMMITTED TO EXCELLENCE

Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) GROUP		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf & 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)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		

**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: see student's Individual Service Agreement



# A Better Chance School 2020-2021 Calendar

July 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
Su	M	Tu	W	Th	F	Sa
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
Su	M	Tu	W	Th	F	Sa
			1	2		
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
Su	M	Tu	W	Th	F	Sa
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## June-July 2020

June 29th- July 31 ESY - Summer Session  
 July 3rd- Independence Day observed- No school

## August 2020

3 - 7 ESY - Summer Session  
 10 - 14 Summer Break - No School/No ABC Camp  
 17 Last day of ESY Summer Session  
 18 First day of Fall Semester

## September 2020

4- 7 Labor Day weekend - No School  
 9 Minimum Day - 1pm Dismissal  
 23 Back-To-ABC School night at 5:00pm

## October 2020

12 Indigenous Peoples Day - No School  
 13 Staff Training Day - No School

## November 2020

11 Veterans Day - No School  
 18 Minimum Day - 1pm Dismissal  
 25 - 27 Thanksgiving Break - No School

## December 2020

16 Minimum Day - 1pm Dismissal  
 17 Fall Semester Ends  
 18 - Jan 1 Winter Break - No School

## January 2021

1 New Years Day Holiday - No School  
 4 Spring Semester Begins  
 13 Minimum Day - 1pm Dismissal  
 18 Martin Luther King Jr. Day - No School

## February 2021

12 - 15 Presidents Day Weekend - No School  
 17 Minimum Day - 1pm Dismissal

## March 2021

8 Staff Training Day- No School

## April 2021

5 - 9 Spring Break- No School  
 14 Minimum Day - 1pm Dismissal

## May 2021

12 Minimum Day - 1pm Dismissal  
 31 Memorial Day - No School

## June 2021

4 Spring Semester Ends - 1pm dismissal  
 7 - 25 Summer Break/ABC Camp. No School  
 June 28th - ESY - Summer Session Begins

180 days of regular school year (ESY) and 30 days of extended school year (ESY) = 210 total school days

A Better Chance School

4138 Lakeside Drive

510-262-1500

Richmond, CA 94806

[www.calautism.org](http://www.calautism.org)



**CALIFORNIA DEPARTMENT OF EDUCATION  
NOTICE OF NONPUBLIC SCHOOL CERTIFICATION**

Date: February 07, 2020

NPS ID: 07-61796-7100456

Nonpublic School: A Better Chance School

Site Administrator: Dr. Edith Molinier

Site Address: 4138 Lakeside Drive

City: Richmond CA 94806

Grades: K to 12      Approved Classrooms: 5      Student Gender: Coed

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**2020 CERTIFICATION STATUS:**

**APPROVED**

☒ Amended

*Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or 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, nonsectarian school or agency.*

**EFFECTIVE DATES:**

January 01, 2020, through December 31, 2020

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**Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling Conditions:**

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Autism              | <input type="checkbox"/> Hard of Hearing                    | <input type="checkbox"/> Other Health Impairment                 |
| <input type="checkbox"/> Deaf/Blind                     | <input type="checkbox"/> Hearing Impaired                   | <input type="checkbox"/> Speech and Language Impairment          |
| <input type="checkbox"/> Deaf                           | <input checked="" type="checkbox"/> Intellectual Disability | <input checked="" type="checkbox"/> Specific Learning Disability |
| <input type="checkbox"/> Emotional Disturbance          | <input checked="" type="checkbox"/> Multiple Disabilities   | <input type="checkbox"/> Traumatic Brain Injury                  |
| <input type="checkbox"/> Established Medical Disability | <input type="checkbox"/> Orthopedic Impairment              | <input type="checkbox"/> Visual Impairment                       |

---

**Authorized to Provide the Following Related Services:**

- |   |   |  |                              |                               |   |
|---|---|--|------------------------------|-------------------------------|---|
| <input type="checkbox"/> APE            | <input checked="" type="checkbox"/> BII | <input checked="" type="checkbox"/> LSDR | <input type="checkbox"/> PCT | <input type="checkbox"/> SAI  | <input type="checkbox"/> VECD                       |
| <input type="checkbox"/> AS             | <input type="checkbox"/> CG             | <input type="checkbox"/> MT              | <input type="checkbox"/> PS  | <input type="checkbox"/> SDTI | <input type="checkbox"/> LI:                        |
| <input type="checkbox"/> ATS            | <input type="checkbox"/> EE             | <input type="checkbox"/> OM              | <input type="checkbox"/> PT  | <input type="checkbox"/> SW   | <input type="checkbox"/> Other Services Authorized: |
| <input checked="" type="checkbox"/> BID | <input type="checkbox"/> HNS            | <input checked="" type="checkbox"/> OT   | <input type="checkbox"/> RS  | <input type="checkbox"/> TS   |   |
|   |   |  | <input type="checkbox"/> VS  |                               |   |

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☐ Residential Component

If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

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

Focused Monitoring and Technical Assistance VI Unit  
Special Education Division





CALIAUT-01

KBORN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2020

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 License # 0757776

HUB International Insurance Services Inc.  
2300 Clayton Rd.  
Concord, CA 94520

CONTACT NAME:

PHONE (A/C, No, Ext): (925) 609-6500

FAX (A/C, No): (925) 609-6550

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Mutual Fire Insurance Company 23779

INSURER B: AMCO Insurance Company 19100

INSURER C: Benchmark Insurance Company 41394

INSURER D:

INSURER E:

INSURER F:

INSURED

California Autism Foundation  
DBA: A Better Chance School  
3067 Research Drive  
Richmond, CA 94806

## 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	GLO3009576717	2/17/2020	2/17/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		BA3009576717	2/17/2020	2/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	OCCUR				
	EXCESS LIAB	CLAIMS-MADE	CAA3009576717	2/17/2020	2/17/2021	EACH OCCURRENCE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$	0				AGGREGATE \$ 2,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	CST5016920	8/15/2019	8/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Human Services		GLO3009576717	2/17/2020	2/17/2021	Each Prof Occurrence 1,000,000
A	Professional Liab		GLO3009576717	2/17/2020	2/17/2021	Aggregate 3,000,000

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

Re: Service Contract.

Oakland SELPA/Oakland Unified School District as Additional Insured as respects General Liability per attached form CG8128-0118 as required by written contract.

Commercial General Liability includes Sexual Molestation and Abuse coverage with limits of: \$1,000,000 Each Incident; \$3,000,000 Aggregate

## CERTIFICATE HOLDER

## CANCELLATION

Oakland SELPA/Oakland Unified School District  
Attn: Dave Vigo  
1000 Broadway, Suite 398  
Oakland, CA 94607

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

# RICHMOND FIRE DEPARTMENT

## PERMIT TO OPERATE

# 2020



PERMIT: F19-04828

POST IN CONSPICUOUS PLACE  
NON TRANSFERABLE

Site APN: 405-371-010-1

A BETTER CHANCE SCHOOL  
4138 LAKESIDE DRIVE  
RICHMOND, CA 94806-1937

440 CIVIC CENTER PLAZA, RICHMOND, CA 94804 (510) 307-8031

  
Eric Mendoza-Govan, FIRE MARSHAL



DETACH YOUR PERMIT TO OPERATE CERTIFICATE  
FROM ABOVE AND POST IN PUBLIC VIEW

License Number : 4002-6083		Effective to: November 19, 2020	
Permit Description		PERMIT NUMBER: F19-04828	
EDU - 1	OCCUPANT LOAD LESS THAN 50		304.00
Total Paid			304.00

## This is not a Bill

For information contact the City of Richmond Fire Prevention Services Division  
440 Civic Center Plaza, Richmond, CA 94804 (510) 307-8031  
[www.ci.richmond.ca.us/Fire-Prevention-Services-Division](http://www.ci.richmond.ca.us/Fire-Prevention-Services-Division)

A BETTER CHANCE SCHOOL  
4138 LAKESIDE DRIVE  
RICHMOND, CA 94806-1937

**SPEECH-LANGUAGE PATHOLOGY AND  
AUDIOLOGY AND HEARING AID DISPENSERS  
BOARD**

**LICENSING DETAILS FOR: 22345**

**NAME:** TRAEGER, DANIELLE ADELISSA

**LICENSE TYPE:** SPEECH PATHOLOGIST

**LICENSE STATUS:** VALID

**PREVIOUS NAMES:** MOFFETT, DANIELLE ADELISSA

**ADDRESS**

WALNUT CREEK CA 94598  
CONTRA COSTA COUNTY

**ISSUANCE DATE**

OCTOBER 23, 2014

**EXPIRATION DATE**

SEPTEMBER 30, 2020

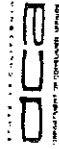
**CURRENT DATE / TIME**

AUGUST 20, 2019  
2:32:18 PM

Remove your new Pocket  
Registration from the receipt  
portion and keep on your person.

11/08/19  
11/08/19

CUT HERE



CUT HERE

SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY  
AND HEARING AID DISPENSERS BOARD  
2005 Evergreen Street, Suite 2100  
Sacramento, CA 95815-3831  
916 263-2666



CUT HERE

I M P O R T A N T

SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY  
AND HEARING AID DISPENSERS BOARD  
2005 EVERGREEN STREET, SUITE 2100  
SACRAMENTO, CA 95815-3831

(916) 263-2666 / [www.speechandhearing.ca.gov](http://www.speechandhearing.ca.gov)

1. Please include your registration no. on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss immediately in writing to the Board.
4. Please sign and carry the pocket registration with you.  
COLIN MATTHEW MCINNIS

Speech - Language Pathology Assistant  
REGISTRATION NO. SPA 5577 EXPIRATION 06/30/21  
COLIN MATTHEW MCINNIS  
131 CHILPANCINGO PARKWAY  
APT 283  
PLEASANT HILL CA 94523

Signature

REGISTRATION NO.

SPA 5577

EXPIRATION DATE

06/30/21

RECEIPT NO.

00000000

This is your receipt. Please save for your records.

FORM PSPSPA 04/05/10



**SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY  
AND HEARING AID DISPENSERS BOARD**  
2005 EVERGREEN STREET, SUITE 2100  
SACRAMENTO, CA 95815-3831  
(916) 263-2666 / [www.speechandhearing.ca.gov](http://www.speechandhearing.ca.gov)

## **SPEECH-LANGUAGE PATHOLOGIST**

LICENSE NO. SP 22345  
RECEIPT NO. 82660263

VALID UNTIL SEPTEMBER 30, 2020

DANIELLE ADELISSE TRAEGER  
740 TAMPICO  
WALNUT CREEK CA 94598

**In accordance with the provisions of  
Section 2532 of the Business and  
Professions Code, the individual named  
hereon is issued a Speech-Language  
Pathology License.**

10 15

10 15

WSPSP 04/05/10

PhotoScan by Google Photos

California Board  
of Occupational Therapy

California  
BOARD OF OCCUPATIONAL THERAPY



Nash McMillan

is an occupational therapist licensed by the  
California Board of Occupational Therapy

Lic # 01 17244

Expiration Date 12/31/2020



Note: If you have any questions, please view the [CFC Online Written Instructions for Application and Payment page](#).

Last Name: **MOLINIER** Last Known County of Employment:   
 First Name: **EDITH** Adverse and Commission Actions Indicator:   
 Middle Name: **MADELEINE**

Note: Please verify County of Employment is current.  
 If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date
> 160051593	Education Specialist Instructional Credential	Level II	Valid	7/27/2015	8/1/2021	2/6/2016

### Authorization/Subjects

Authorization Code	Authorization Description	Subject Description	Subject Code	Major/Minor	Add
> ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults; (2) the prerequisite credential or permit is a designated subject adult education teaching credential, a child development instructional permit, or a child development supervision permit; English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.		NONE	MAJ	

This authorizes the holder to conduct Educational

Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education support to individuals with a primary disability of autism, moderate/severe intellectual disabilities, deaf-blind, emotional disturbance, and multiple disabilities to students in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.

R2MS

Moderate/Severe Disabilities

MIS

MAJ

### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

Additional Description

> R20 To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 180 days prior to the expiration date of the credential.



Note: If you have any questions, please view the [CIC Online - Written Instructions for Application and Renewal](#) page.

Note: Please verify County of Employment is current  
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Last Known County of Employment:

Adverse and Commission Actions Indicator:

Last Name: MUTTER
First Name: ALEC
Middle Name: REGINALD

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date
170233417	Certificate of Clearance	Interim	Valid	10/24/2017	11/1/2022	10/24/2017
136778459	Education Specialist Instruction Credential	Interim	Valid	8/31/2018	9/1/2020	8/31/2018

### Authorization/Subjects

Authorization Code	Authorization Description	Subject Description	Subject Code	Major/ Minor	Add
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### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
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### Employment Restrictions

Organization Type	Organization	County
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Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Renewal](#) page.

Last Name: **BENITEZ BARRETO** Last Known County of Employment: **San Diego**

First Name: **MIGUEL** Adverse and Commission Actions Indicator: **None**

Middle Name: **A**

Note: Please verify County of Employment is current.  
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date
> 180181699	Activity Supervisor Clearance Certificate	Interim	Valid	8/3/2018	9/1/2023	8/3/2018
190218979	Education Specialist Instruction Credential	Interim	Valid	9/12/2019	10/1/2023	9/12/2019

#### Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Add
> ASCC	The Activity Supervisor Clearance Certificate is verification that you have cleared the commission's professional fitness review process.	NONE		MAJ	

#### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

#### Renewal Code Renewal Description

> CC	The renewal period for this certificate is five years. To renew this certificate the holder must go to <a href="http://www.ctc.ca.gov">www.ctc.ca.gov</a> and submit an online application and fee.	Additional Description
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#### Employment Restrictions

Organization Type	Organization	County
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Note: If you have any questions, please view the CTC Online - Written Instructions for Application and Payment page.

Last Name: SMITH Last Known County of Employment:

First Name: JAYCIE Adverse and Commission Actions Indicator:

Middle Name: CHRISTENE

Note: Please verify County of Employment is current

If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date
> 150236630	Education Specialist Instruction Credential	Level II	Valid	10/19/2015	11/1/2020	

### Authorization/Subjects

Authorization Code	Authorization Description	Subject Description	Subject Code	Major/ Minor	Add
> R3MS	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of autism, moderate/severe intellectual disabilities, deaf-blind, emotional disturbance, and multiple disabilities, to students in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.	Moderate/Severe Disabilities	MS	MAJ	

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults; if the prerequisite credential or permit is a designated subject's adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.

ELA1

NONE

MAJ

### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

> R20 To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier TC Code Not Required

Additional Description



Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Permit page](#).

Note: Please verify County of Employment is current.

If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Last Known County of Employment:  
Adverse and Commission Actions Indicator:

Last Name: DUGGAN  
First Name: DEBORAH  
Middle Name: ANN

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date
170056508	Education Specialist Instruction Credential	Level II	Valid	5/1/2017	5/1/2022	2/3/2009
090013084	Education Specialist Instruction Credential	Certificate of Eligibility	Valid	1/6/2009		1/6/2009

### Authorization/Subjects

Authorization Code	Authorization Description	Subject Description	Subject Code	Major/ Minor	Add
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults; (2) the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit; English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.		NONE	MAJ	

This authorizes the holder to conduct Educational

Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of autism, moderate/severe intellectual disabilities, deaf-blind, emotional disturbance, and multiple disabilities, to students in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available

R3M5

Moderate/Severe Disabilities

MS

MAJ

### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

Additional Description

To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier



**To be reviewed by Employing school district and applicant if any of the following apply do not complete TCC:**

To be reviewed by Employing school district and applicant if any of the following apply do not complete TCC:

- 1) The fitness of applicant to hold the credential or any credential is currently under review by the Committee of credentials.
- 2) Applicant is applying for an appeal or waiver.
- 3) Applicant's credentials are currently under disciplinary suspension or revocation.
- 4) Applicant is aware he/she does not meet all of the qualifications required by law.

TO BE COMPLETED BY APPLICANT		TO BE COMPLETED BY DISTRICT	
social Security Number <u>          </u> date of Birth <u>          </u> <u>Wesley</u> First <u>Brett</u> Middle <u>Hoyter</u>		<b>Date Fingerprints Cleared:</b> <u>10/17/18</u>  Please check type of documentation used to support this request: <input checked="" type="checkbox"/> Direct application <input type="checkbox"/> Verification letter from CCTC <input type="checkbox"/> Affidavit from college <input checked="" type="checkbox"/> Photocopy of application submitted by other district or mailed by individual.	
Address: <u>1025 Palm Avenue</u> ZIP <u>94553</u> Phone <u>925 384-7403</u> city <u>Martinez</u>		<b>CERTIFICATE TO BE COMPLETED BY COUNTY SUPERINTENDENT</b>  This is to certify that a temporary <u>DPED Special Ed MS</u> Certificate is issued to the named applicant under the authority of section 44332 of the Education Code. This certificate is valid: From: <u>10/1/19</u> To: <u>10/1/20</u> <u>Randy Gaud</u> COUNTY SUPERINTENDENT OR DESIGNEE Date <u>10/24/19</u>	
EMERGENCY <input type="checkbox"/> PROVISIONAL/INTERN <input type="checkbox"/> SHORT TERM STAFF PERMIT <input type="checkbox"/> WAIVER <input type="checkbox"/> ADULT EDUCATE <input type="checkbox"/> CLEAR <input type="checkbox"/> PRELIMINARY <input type="checkbox"/> OUT OF STATE AB#77 <input type="checkbox"/> <u>Special Education PP</u> subject Area (if applicable) <u>mild/moderate to severe</u> Education Specialist CREDENTIAL/Permit Type RENEWAL <input type="checkbox"/> NEW TYPE Application was filed through: <input checked="" type="radio"/> CCTC <input type="radio"/> COLLEGE <input type="radio"/> DISTRICT <input type="radio"/> COUNTY		<b>APPLICANT AFFIDAVIT:</b> I solemnly affirm/swear and certify that I have filed an application and required fee for the credential/permit listed above, and, after reviewing the requirements for this credential/permit, certify that, to the best of my knowledge, no reason exists why I should not be issued a credential. I further understand that this temporary certificate shall be valid for not more than one calendar year, and only until one of the following conditions occurs: 1) The application is returned by the CCTC for additional documentation 2) The application is delayed by the committee on credentials 3) The credential is issued by CCTC 4) The credential is denied by CCTC <u>[Signature]</u> Date <u>10/8/2019</u>	
<b>EMPLOYER'S AFFIDAVIT:</b> I certify under penalty of perjury, that I have made diligent inquiry into the qualification and fitness of this applicant and based upon his or her statements and documents which I believe to be true and accurate, I have determined that he or she has all qualifications required by law to apply for the above credential. Based upon such information and belief, and by authority of my office and section 44332 of the Education Code, I hereby authorize issuance of a temporary certificate for the purpose of authorizing salary payments to the applicant. <u>Dr Edith Melmer</u> West Contra Costa school District Authorizing Officer School Principal Title			



**Note:** If you have any questions, please view the [CTC Online – Written Instructions for Application and Interview](#) page.

Last Name: **BRADLEY** Last Known County of Employment: **CONTRA COSTA COUNTY**

**Note: Please verify County of Employment is current**

If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

First Name: **KEVIN**

Middle Name: MAE

Document Number	Document Title	Term	Status	Issue Date	Expiration Date: Original Issue Dat
> 168147759	Education Specialist Instruction Credential	Clear	Valid	6/13/2016	7/1/2021
					10/3/2021

## Authorization/Subjects

Authorization Code	Authorization Description	Subject Description	Subject Code	Major/ Minor Add
> ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit, (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJOR/ MINOR

## Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

> R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier	TC Code Not Required
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# Behavior Analyst Certification Board®

This certificate verifies that

*Tari Beth Gasman*

BACB® Certification Number: 1-16-21691

Has fulfilled the requirements for certification as a

Board Certified Behavior Analyst®  
BCBA®

This certificate is a grant of a limited license to use the certification name and acronym identified above, along with all rights and privileges thereof, subject to the Terms of Use and certification requirements identified at each step. This certificate is the property of the Behavior Analyst Certification Board, Inc. (BACB®), © 2019 BACB. All rights reserved.

Date First Certified: 2/29/2016

Date of Issue: 2/28/2020

Recertification Date: 2/28/2022

*Bradley Taylor*

President, Board of Directors



*James L. ...*

Chief Executive Officer



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY ENHANCEMENT: HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such other more specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Additional Insured – As Required by Contract	Included	7
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Funding Source	Included	4
Additional Insured – Grantor of Franchise	Included	6
Additional Insured – Grantor of Permits	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Lessors Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	Included	4
Additional Insured – Managers, Landlords, Or Lessors Of Premises	Included	4
Additional Insured – Medical Directors And Administrators	Included	4
Additional Insured – State Or Political Subdivision	Included	5
Broadened Definition Of Bodily Injury	Includes Mental Anguish	9
Damage To Premises Rented To You	\$1,000,000 (Includes Expanded Perils)	8
Damage To Property You Own, Rent, Or Occupy	\$50,000	2
Duties In The Event Of Occurrence, Claim Or Suit	Included	8
Employee Indemnification Defense Coverage For Employee	\$25,000	3
Extended Property Damage	Included	3
Key And Lock Replacement -Janitorial Services Client Coverage	\$15,000	2
Liberalization	Included	8
Limited Rental Lease Agreement Contractual Liability	\$100,000	3
Medical Payments	\$20,000	3
Medical Payments – Athletic Activities	Amended	3
Medical Payments – Extended Reporting Period	3 Years	3
Named Insured – Broadened Named Insured	Included	3
Named Insured – Newly Acquired	Included	3
Non-Owned Watercraft	Less than 58 feet	2
Personal And Advertising Injury – Includes Abuse Of Process And Discrimination	Included	9
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payments – Loss Of Earnings	\$1,500 per day	3
Transfer Of Rights Of Recovery Against Other To Us	Clarification	8
Unintentional Failure To Disclose A Hazard	Included	8

**A. Key and Lock Replacement – Janitorial Services Client Coverage**

1. We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used in this coverage only, are defined as follows:
  - a. "Employee" means:
    - (1) Any natural person:
      - (a) While in your services or for 30 days after termination of service;
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you; or
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
      - (b) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you.
    - (3) "Employee" does not mean:
      - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
      - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
  - b. "Manager" means a person serving in a directorial capacity for a limited liability company.

**B. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended as follows:

1. Exclusion a. **Expected or Intended Injury** is deleted and replaced with:

a. "Bodily injury" or "property damage" expected or intended from the stand point of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Exclusion g. **Aircraft, Auto or Watercraft** Paragraph (2) is deleted and replaced with:

(2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. Exclusion j. is amended as follows:

(a) Exclusion j.(1) is deleted and replaced with:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit.

Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

4. The following is added to Paragraph (2) of Exclusion b. **Contractual Liability** of **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under Subsection 2. **Exclusions**:

We agree to indemnify the Named Insured for their liability assumed in a contract or agreement

regarding the rental or lease of a premises on behalf of their "client", up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your "client" whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the "client".

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

5. The last Paragraph of Subsection **2. Exclusions** is replaced by the following:

If damage by fire to premises rented to you is not otherwise excluded, exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

#### **C. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**

1. If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:
  - a. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with any other limit of insurance.
  - b. Subsection **1. Insuring Agreement**, Paragraph **a.(3)(b)** is replaced by:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
2. Subsection **2. Exclusions** is amended as follows:
  - a. Exclusion **a. Any Insured** is deleted and replaced with:
    - a. **Any Insured**  
To any insured, except "volunteer workers" or an insured as provided in **e. Athletic Activities** below.

- b. Exclusion **e. Athletics Activities** is deleted and replaced with:

#### **e. Athletics Activities**

To a person injured while practicing or participating in any physical exercises or games, sports or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any of the activities otherwise excluded by this provision.

#### **D. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

1. **1. b.** is replaced with:
  - b. Up to \$7,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. **1. d.** is replaced with:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the "suit", including actual loss of earnings up to \$1,500 a day because of time off from work.
3. The following provision is added:

We will reimburse you for defense costs that you incur in the defense of an "employee" who is directly involved in a criminal proceeding that arises out of such "employee's" acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

#### **E. SECTION II WHO IS AN INSURED** is amended as follows:

1. If coverage for a newly acquired or formed organization is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is replaced with:
  - a. Coverage under this provision is until the end of the policy period during which you acquired or formed the organization;
2. The following is also an insured:  
Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract, or otherwise) on the effective date of this policy. However, coverage does not apply to any organization or

subsidiary not named in the Declarations as a Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured:

a. Medical Directors and Administrators – Your medical directors and administrators but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.

b. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

c. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.

d. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

e. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You - Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have

agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

f. Grantors of Permits – Any state or governmental agency or subdivision or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- g. State or Political Subdivision – Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

#### Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this Subsection g. to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- h. Broad Form Vendors – Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change the vendor intentionally made to the product;
4. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8. "Bodily injury" or "property damage" arising out of the negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Subparagraphs 4. or 6.; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

- 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
- 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this Subsection h., whichever is less.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### Other Insurance

- 1. If specifically required by the written contract or agreement referenced above in the first paragraph of this Subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be

excess over any other valid and collectible insurance available to the additional insured.

- 2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

- i. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

- 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
- 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

#### Other Insurance

- 1. If specifically required by the written contract or agreement referenced above in the first paragraph of this Subsection i., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage

will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

- j. As Required by Contract – Any person or organization for whom “you” are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to “you”, only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on “your” policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the “Named Insured” or the acts or omissions of those acting on your behalf in the performance of the “Named Insured’s” ongoing operations for the additional insured or in connection with such premises owned by or rented to a “Named Insured”, but in both instances only as specified under the written contract, lease, sublease or agreement. A person’s or organization’s status as an additional insured under this endorsement ends the earlier of when “your” on-going operations for that additional insured are completed or when “you” no longer are contractually required to include such person or organization as an additional insured under “your” policy.

The insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured” to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.

2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first Paragraph of this Subsection j., whichever is less.

With respect to the insurance afforded to an additional insured under this Subsection j., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first Paragraph of this Subsection j. above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
2. This insurance does not apply to the additional insured’s liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
4. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or, surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
5. “Bodily injury” or “property damage” occurring after:
  - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (b) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or

subcontractor engaged in performing operations for a principal as a part of the same project.

#### Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first Paragraph of this Subsection j. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of Paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

#### Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

#### F. SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 6 is replaced with:
  6. Subject to 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or in the case of damage by fire while rented to or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

However, if damage by fire to premises rented to you is not otherwise excluded, the word fire in the above paragraph is replaced with fire, lightning, explosion, smoke or sprinkler leakage.

#### G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

##### 1. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended as follows:

- a. The following is added to Paragraph a.:  
However, this condition only applies when the "occurrence" or offense is known to:
  - i. You, if you are an individual;
  - ii. A partner, if you are a partnership; or
  - iii. An executive officer or insurance manager, if you are a corporation.
- b. The following is added to Paragraph b.:  
However, this condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - i. You, if you are an individual;
  - ii. A partner, if you are a partnership; or
  - iii. An executive officer or insurance manager, if you are a corporation.

##### 2. Subsection 4. Other Insurance, Paragraph b. Excess Insurance, Item (1)(a)(ii) is replaced by the following if damage to premises rented to you is not otherwise excluded:

- (ii) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

##### 3. Subsection 6. Representations is amended to include:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

##### 4. Subsection 8. Transfer of Rights of Recovery Against Others to Us is amended to include:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

##### 5. The following condition is added:

##### 10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.



**H. SECTION V – DEFINITIONS** is amended as follows:

1. Paragraph 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily Injury":

- a. Means bodily injury, sickness, or disease sustained by a person and includes mental anguish resulting from any of these; and
  - b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.
2. If damage by fire to premises rented to you is not otherwise excluded, Paragraph 9. "Insured Contract", Item a. is replaced by the following:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
  3. Paragraph 14. "Personal and Advertising Injury" is amended as follows:
    - a. Item b. is deleted and replaced with the following:
      - b. Malicious prosecution or abuse of process;
    - b. Item h. is added:
      - h. "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:
        - (1) Done intentionally by or at the direction of, or with the knowledge or consent of;
        - (a) Any insured; or

- b. Any executive officer, director, stockholder, partner or member of the insured; or

- (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
- (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling

This coverage does not apply to fines or penalties imposed because of discrimination.

4. "Client" as used in this endorsement means:

- a. An individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services; or
- b. A person under your direct care and supervision for whom you are providing goods and/or services.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - GOLD**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

- 1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
  - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

- A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

**J. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

**L. EXPANDED TOWING COVERAGE**

- 1. We will pay up to:
  - a. \$100 for a covered "auto" you own of the private passenger type, or
  - b. \$500 for a covered "auto" you own that is not of the private passenger type,for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**M. AUTO LOAN OR LEASE COVERAGE**

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

**N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

**O. DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

**P. RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

**Q. EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**R. EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

**S. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

ously titled and which you purchased less than 365 days before the date of the "loss".

**U. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

**COMMERCIAL AUTO  
AC 70 05 03 16**

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**California Autism Foundation**

Business name, if different from above

**A Better Chance School**

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....

☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**3067 Research Drive**

City, state, and ZIP code

**Richmond CA 94806**

List account number(s) here (optional)

Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

.....

or

Employer identification number

**68 : 0149447**

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**10-23-2019**

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,