

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2021-2022

Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

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

TABLE OF CONTENTS

<u>I. GENERAL PROVISIONS</u>	<u>Page</u>
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4
<u>II. ADMINISTRATION OF CONTRACT</u>	
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10
<u>III. EDUCATIONAL PROGRAM</u>	
21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	14
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF STUDENT FROM PROGRAM	18

40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	23
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	24
53. INCIDENT/ACCIDENT REPORTING	24
54. CHILD ABUSE REPORTING	24
55. SEXUAL HARASSMENT	24
56. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
58. RIGHT TO WITHHOLD PAYMENT	26
59. PAYMENT FROM OUTSIDE AGENCIES	27
60. PAYMENT FOR ABSENCES	27
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES / ISA

EXHIBIT A-1: RATE LETTERS

EXHIBIT B: INSURANCE CERTIFICATES

EXHIBIT C: TRANSPORT RESTRAINT POLICY

EXHIBIT D: MEDICATION ADMIN POLICY

2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Paso Robles Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Judge Rotenberg Educational Center, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2021, between San Luis Obispo, hereinafter referred to as the local educational agency ("LEA"), and The Judge Rotenberg Educational Center, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004).

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA. CONTRACTOR and LEA acknowledge and agree that CONTRACTOR shall be designated as a nonpublic school for the purposes of this Master Contract.

2. CERTIFICATION AND LICENSES

CONTRACTOR is approved by the Massachusetts Department of Elementary and Secondary Education and licensed by the Massachusetts Department of Early Education and Care and Massachusetts Department of Developmental Services. LEA acknowledges and agrees that CONTRACTOR's licensing agencies regulatory standards and compliance satisfies its requirements, to include but not limited to any Executive Orders, rules, regulations, laws, statutes general conditions, and LEA policies and procedures as referenced in the Master Contract, and that any Master Contract requirement(s) contrary or inconsistent with the CONTRACTOR's Massachusetts regulatory standards and compliance either do not apply or are specifically waived. LEA acknowledges that it does not require or mandate that CONTRACTOR become a California Department of Education certified program during the term of the Master Contract.

A CONTRACTOR that operates a program outside of this State shall be approved, certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated

authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from the date of the Student's admission to CONTRACTOR'S program to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated and fully-executed prior to June 30, 2021. In the event the contract is not renegotiated and fully-executed by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of credentials for any teacher(s) that work with any Student who is subject to this Master Contract; and applicable CONTRACTOR, insurance documentation and State certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued.

In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the

United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency 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 Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services.
- d. The term "qualified" means that a person holds a certificate, permit, license, waiver or other document equivalent to that which staff in a school are required to hold to provide special education and related services and has met applicable 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 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.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the 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. "Student" shall refer to the individual that the CONTRACTOR provides services to in accordance with the Master Contract.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

Records of the Student shall be maintained and kept confidential by the CONTRACTOR in accordance with the Massachusetts Student Record Law, M.G.L. c. 71, Sections 34D and 34F and 603 CMR 23.00 *et seq.*, provided that the CONTRACTOR may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. CONTRACTOR may provide others with such records or the information contained therein if CONTRACTOR is obligated to disclose the same by law or by order of a court, governmental body or administrative agency. CONTRACTOR shall allow LEA to monitor and evaluate the Services of the Student and shall make available, upon request, any records pertaining to the Student to authorized LEA personnel that are not otherwise held confidential or restricted by 603 CMR 23.00 *et seq.* or other applicable laws or regulations. LEA acknowledges that CONTRACTOR's maintenance of records and confidentiality practices satisfy its requirements and that any other Master Contract requirement(s) contrary or inconsistent with its policies and procedures either do not apply or are specifically waived.

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; 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; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records.

CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record.

CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant 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 student records within ten (10) business days to LEA. These shall include, but not limited to, 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.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by LEA to conform to changes in administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. The modification or amendment will not be effective without the signed, written consent of both the LEA and CONTRACTOR.

14. TERMINATION

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of applicable Massachusetts approval/licensure, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without any prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Sections 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA for cause, either party shall also give twenty (20) days prior written notice to the other. The LEA may terminate this Master Contract for any reason, as long as twenty (20) days' notice is provided.

The CONTRACTOR may discharge the Student and terminate this Master Contract under any of the following conditions:

- (1) By mutual agreement of the CONTRACTOR, LEA and the Parent. The LEA shall convene an IEP review meeting within 10 days of receipt of notice from the CONTRACTOR for the purpose of planning the Student's discharge. Discharge will be effective within 30 days of the IEP review meeting unless otherwise agreed to by all parties.
- (2) If: (i) the Student has aged-out of IDEA school-aged services; and (ii) the CONTRACTOR has not entered into an agreement, satisfactory to the CONTRACTOR, with a financially responsible person or agency regarding funding for the Student at the CONTRACTOR after the Student has aged-out of IDEA school-aged services.
- (3) If any invoice, or portion thereof, submitted by the CONTRACTOR for services provided with respect to the Student remains unpaid for 30 days after such invoice has been submitted for payment, provided that 10 days elapsed since the CONTRACTOR notified the LEA, in writing, of such non-payment.

- (4) The IEP does not accurately present the Student's description, history, behavior, educational capacity or relevant medical information, in that the Student requires a level of staff, services or support, including, without limitation, professional, nursing or paraprofessional services beyond that level regularly provided in the CONTRACTOR's program unless such additional services are set forth in an individual price agreement with respect to such Student.
- (5) A clear and present threat to the health or safety of the Student or others exists or some other circumstance makes it inappropriate for the Student to remain at the CONTRACTOR, including, without limitation, a threat presented, or circumstance caused, by the Student.
- (6) The Parent has failed to comply with the provisions of the Contract for Parents.
- (7) The LEA has failed to comply with the provisions of this Master Contract.

15. INSURANCE

The LEA acknowledges that the insurance coverage certificates that CONTRACTOR has provided it and that are attached hereto as EXHIBIT B are satisfactory. LEA acknowledges that CONTRACTOR's insurance coverage satisfies its regulatory requirements for such coverage and that any other Master Contract requirement(s) contrary or inconsistent with its policies and procedures either do not apply or are specifically waived.

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

17. INDEPENDENT CONTRACTOR

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

If the LEA is held to be a partner, joint venturer, 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 holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. If 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 as deemed appropriate by the CONTRACTOR during the term of each subcontract.

19. CONFLICTS OF INTEREST

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

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

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and

academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

LEA acknowledges that CONTRACTOR shall comply with Massachusetts regulations regarding structured learning time, and is approved by the Massachusetts Department of Elementary and Secondary Education for 250 educational days (1500 hours); and any Master Contract requirement(s) contrary or inconsistent with Contractor's policies and procedures either do not apply or are specifically waived.

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 students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students 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.

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

25. CALENDARS

Upon LEA's request, CONTRACTOR shall provide LEA a copy of its 2021-2022 calendar.

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

26. DATA REPORTING

CONTRACTOR agrees to provide to LEA, all data (including billing information) reasonably related to Student(s) who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract as reasonably requested by and in the format reasonably required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress

reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

Although CONTRACTOR shall not be required to physically attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs CONTRACTOR agrees to participate via conference call or remote access. LEA shall

provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

Emergency physical restraint and health related supports shall be governed by applicable Massachusetts laws and regulations. The LEA acknowledges and agrees that CONTRACTOR's policies and procedures on restraint and health related supports satisfy its requirements and that any requirement(s) that are contrary or inconsistent with CONTRACTOR's policies and procedures either do not apply or are specifically waived.

LEA acknowledges that although CONTRACTOR is authorized to use Massachusetts Level-III aversive interventions pursuant to a court-authorized treatment plan (pursuant to the regulations of the Massachusetts Department of Developmental Services, 115 CMR 1.00 *et seq.*), such treatment procedures, including the graduated electronic decelerator ("GED"), shall be strictly prohibited for the Student under this Master Contract.

The CONTRACTOR's use of behavioral interventions shall be in accordance with the JRC Policy on Behavior Management. LEA acknowledges and agrees that CONTRACTOR's policy satisfies the standards as set forth in the Master Contract, or as otherwise specified; and any Master Contract requirement(s) contrary or inconsistent with CONTRACTOR's policies and procedures either do not apply or are specifically waived.

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

CONTRACTOR shall maintain a written policy pursuant to Massachusetts law and regulations, regarding emergency procedures as related to appropriate behavior management strategies. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be maintained by the CONTRACTOR in accordance with Massachusetts regulations.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR

shall ensure that all staff are trained on the use of emergency interventions, and evidence of all trainings shall be maintained by the CONTRACTOR in accordance with Massachusetts regulations. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete its own incident report/therapy note in accordance with its policies and procedures for events that do not meet emergency intervention requirements.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent/guardian shall be notified within one school day if an emergency intervention is used, and 3 school days' notice to the LEA. CONTRACTOR shall complete a restraint form or incident report/therapy note in accordance with its policies and procedures.

CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following for any Student under this Master Contract: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual.

CONTRACTOR shall notify the student's parent/guardian when any type of physical restraint has been used. Upon the use of any type of physical restraint of a District student, CONTRACTOR shall complete documentation according to its policies and procedures. LEA may require a review of a restraint at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a Parent's concern, or in response to documentation forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Upon the LEA's written request, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the Student's physical restraints; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been

used when there is a clear or present danger; and (d) restraint documentation has been properly completed and forwarded to LEA as required by this Master Contract.

Notwithstanding the foregoing, LEA acknowledges and agrees that CONTRACTOR, for any Student who receives services under this Master Contract, may utilize, authorize, or order transport restraints to the extent that such transport restraints are implemented in a manner consistent with CONTRACTOR's "JRC Policy on Transport Restraints for Non-Substituted Judgment Student's," attached hereto as EXHIBIT C.

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with Massachusetts and federal law and regulations.

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including

reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

If applicable, CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain its own written procedures for responding to parent complaints.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within ten (10) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices.

CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting.

CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for

evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

LEA shall notify parents in writing of their obligation to notify LEA of student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of LEA student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

If applicable, CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies when a LEA student is withdrawn without prior notice from school and/or services.

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. LEA 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.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

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

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 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A); amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

A CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

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

44. MONITORING

CONTRACTOR shall allow the LEA to conduct site visits to the CONTRACTOR's premises, which visits may be (i) unannounced or (ii) announced and at a time mutually acceptable to the parties. During such LEA's site visits, the CONTRACTOR shall allow the LEA to review all documents relating to the provision of special education services to the Student(s) at public expense that are not otherwise held confidential or restricted by 603 CMR 23.00, *et seq.*, or other applicable laws or regulations. Subject to the foregoing, the following documents may be reviewed by the LEA in connection with such site visits: (a) general documents available to the public; (b) documents specifically related to the Student; and (c) other documents only to the extent that such documents are necessary to verify and evaluate education services provided at public expense. LEA acknowledges and agrees that the aforementioned satisfies the LEA's right to audit services provided to the Student(s), and that any Master Contract requirement(s) that are contrary or inconsistent with CONTRACTOR's procedures either do not apply or are specifically waived.

The LEA acknowledges and agrees that CONTRACTOR's records directly pertaining to the services provides to the Student(s) under this Master Contract shall be made available for the LEA's review at CONTRACTOR's main administrative building during standard administrative business hours. LEA acknowledges and agrees that any Master Contract

requirement(s) that are contrary or inconsistent with CONTRACTOR's procedures either do not apply or are specifically waived.

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR performs Criminal Offender Record Information ("CORI") background checks on all new hires. In addition, CONTRACTOR performs background checks on all applicants through The Office of Inspector General and New Jersey Department of Human Services Central Registry of Offenders against Individuals with Developmental Disabilities. CONTRACTOR's regulatory agency, the Massachusetts Department of Early Education and Care also requires that each new hire consent to a background check through the Massachusetts Department of Children and Families and the Disabled Persons Protection Commission. Furthermore, in accordance with applicable Massachusetts regulations, Sex Offender Record Information checks and national fingerprints-based criminal background checks are conducted on applicants/staff members. LEA acknowledges and agrees that CONTRACTOR's background checks satisfies its requirements, and that any Master Contract requirement(s) that are contrary or inconsistent with CONTRACTOR's procedures either do not apply or are specifically waived.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, waiver, or are otherwise qualified, in accordance with applicable law; and may only provide services within the scope of their professional credentials.

CONTRACTOR shall ensure that all applicable staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school.

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

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid approval, credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and Massachusetts regulations.

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

CONTRACTOR shall ensure that all staff are appropriately trained in accordance with Massachusetts regulations.

47. CALSTRS RETIREMENT REPORTING

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

Upon written request, CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR, related to the professional services provided to the Student covered under this Master Contract.

CONTRACTOR shall monitor the status of licenses, credentials, waivers, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that the parent or a 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 LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, local, and Massachusetts laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations 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 as required by applicable law.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Massachusetts regulations. 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.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with its "JRC Policy on Administration of Medication." CONTRACTOR has provided LEA with a copy of this policy, which is attached hereto as EXHIBIT D, and LEA certifies that it meets its requirements, and any Master Contract requirement(s) that are contrary or inconsistent with CONTRACTOR's policies and procedures either do not apply or are specifically waived.

54. INCIDENT/ACCIDENT REPORTING

In accordance with the regulations promulgated by agencies licensing CONTRACTOR in the Commonwealth of Massachusetts, CONTRACTOR shall immediately report the following events involving the Student to the LEA: Serious injury or illness, mistreatment, and death. Any Master Contract requirement(s) contrary or inconsistent with CONTRACTOR's policies and procedures either do not apply or are specifically waived.

55. CHILD ABUSE REPORTING

CONTRACTOR complies with the Massachusetts regulatory reporting requirements for abuse or neglect (MGL Chapter 19C; MGL 119 §51A). LEA acknowledges that CONTRACTOR's abuse and neglect reporting requirements satisfies LEA's requirements, and that any other requirement that may be contained in the Master Contract either does not apply or is specifically waived.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an Anti-Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR ensures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in CONTRACTOR'S policies and procedures.

FINANCIAL

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

CONTRACTOR shall allow the LEA to review all documents relating to the provision of special education services to the Student covered by the terms of this Master Contract that are not otherwise held confidential or restricted by 603 CMR 23.00, *et seq.*, or other applicable laws or regulations. Subject to the forgoing, the following documents may be reviewed by the LEA: (a) general documents available to the public; (b) documents specifically related to the student covered by the terms of the this Master Contract; and (c) other documents only to the extent that such documents are necessary to verify and evaluate education services provided at public expense and to the Student covered by the terms of this Master Contract.

The CONTRACTOR shall submit bills to the LEA after the end of each calendar month for services provided during each such month, and the LEA shall pay such bills within thirty days of its receipt thereof. If the Student is discharged prior to the conclusion of a period for which the LEA has paid in advance, the LEA shall receive from the CONTRACTOR a pro-rated credit or refund.

The per diem price to be charged by the CONTRACTOR for the basic program shall be the price approved, from time to time, by the Massachusetts Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approve prices for the CONTRACTOR. The 2021-2022 Massachusetts Operational Services Division rate letter is attached hereto, as EXHIBIT A-1. The CONTRACTOR shall also provide any one-to-one services, as incorporated into the Student's IEP, or otherwise agreed to by CONTRACTOR and LEA. One-to-one services are not included in the basic program per diem rate, and shall be billed at the standard rate of \$19.50/hour for one direct care staff member.

In the event that the CONTRACTOR should obtain an adjustment in the price due to a rate increase by the Massachusetts Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approves prices for the CONTRACTOR, the LEA shall pay the adjusted price when effective and, in the event that such adjustment is retroactive, the LEA shall pay the CONTRACTOR within 30 days after such price

is announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted price been in effect during such period.

59. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; and (b) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, trained, or otherwise qualified;

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the amount of overpayment; (b) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, or otherwise qualified;

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

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

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

The Student's absence from the CONTRACTOR's program shall not constitute a termination of the Student's enrollment nor reduce any amount which the Agency is obligated to pay hereunder without JRC's prior written consent thereto. If the Student is absent for more than 14 consecutive days, the LEA shall receive notice of such absence for purposes of convening an IEP team meeting. LEA acknowledges and agrees that any Agreement requirement(s) that are contrary or inconsistent with these procedures either do not apply or are specifically waived.

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with Massachusetts law.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the fourteenth (14th) consecutive day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for additional instructional days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

63. INSPECTION AND AUDIT

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

The LEA acknowledges and agrees that Contractor's records directly pertaining to the services provides to the Student(s) under this Master Agreement shall be made available for the LEA's review at CONTRACTOR's main administrative building during standard administrative business hours. LEA acknowledges and agrees that any Agreement requirement(s) that are contrary or inconsistent with Contractor's policies and procedures either do not apply or are specifically waived.

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

64. RATE SCHEDULE

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

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and A-1, as applicable.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program.

65. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies to the best of its knowledge that:

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

EXHIBIT A

EXHIBIT A-1



Commonwealth of Massachusetts
Executive Office for Administration and Finance
Operational Services Division
M.G.L. c. 71B Approved Private School Programs

FY 2022 Authorized Tuition Prices for Out of State Purchasers

February 3, 2021

Judge Rotenberg Educational Center		FEIN: 042489805		
Program Name	Type	Annual Price	Days of Operation	Daily Price
Judge Rotenberg	Res Ed	\$301,587.85	365	\$826.27

The above listed prices are authorized in accordance with the intent of Section 127 of Chapter 46 of the Acts of 2003, Outside Section 278 of the FY 2005 budget appropriation line item 1775-0100 of the FY 2006, FY 2007, FY 2008, FY 2009, FY 2010, FY 2011 and FY 2012, FY2014, FY 2015 and FY 2016 budgets and Outside Section 158 of the FY 2017 budget. The above prices are for use by out of state purchasers for Fiscal Year 2021. Prices are effective for effective July 1, 2021 and ending June 30, 2022.

Jacquiline Brown,
Director of Financial Compliance

EXHIBIT B

Client#: 762800

JUDGEROT1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/01/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 12 Gill Street Suite 5500, Woburn, MA 01801, 855 874-0123. CONTACT NAME: Elizabeth Mallhot, PHONE: 855 874-0123, FAX: 781-376-5035, EMAIL: Elizabeth.Mallhot@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hallmark Specialty Insurance Company (NAIC # 26808), INSURER B: Capitol Specialty Insurance Corporation (10328), INSURER C: Underwriters at Lloyd's London (NONAIC), INSURER D: QBE Specialty Insurance Company (11515), INSURER E: Philadelphia Indemnity Insurance Co. (18058), INSURER F: . INSURED: Judge Rotenberg Educational Center, Inc, 250 Turnpike Street, Canton, MA 02021.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A. COMMERCIAL GENERAL LIABILITY (Professional Liab, Misconduct), E. AUTOMOBILE LIABILITY, B. UMBRELLA LIAB, C. EXCESS LIAB, D. EXCESS - Abuse, C. EXCESS - No Abuse.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *Professional Liability Limite - Claims Made - Each Claim \$1,000,000/ Aggregate \$3,000,000/ Deductible Per Claim \$50,000 Physical Abuse/Sexual Misconduct Sublimit - Claims Made - Each Claim \$1,000,000/ Aggregate \$1,000,000/ Deductible Per Claim \$50,000

CERTIFICATE HOLDER: The Judge Rotenberg Educational Center, Inc, 250 Turnpike Street, Canton, MA 02021. CANCELLATION: 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: [Signature]

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EXHIBIT C

JRC Policy on Transport Restraint for Non-Substituted Judgment Students

JRC transport will be no more than one hour to or from a group home to the school. The decision to utilize transport restraint will be made on a transport by transport basis by the clinical staff.

Importance of Transportation Restraint

Due to potential safety concerns when transporting JRC students in JRC's buses and students/clients in JRC vans, certain safety precautions may be implemented, such as the use of transportation restraint. A student/client engaging in uncontrolled behaviors on a van or bus creates a serious safety risk for that student/client, and for the other students/clients and staff during transport. Any behavior that may disturb or distract the driver endangers everyone in the motor vehicle. As a result, JRC seriously considers any staff person's recommendation or request for transportation restraint and encourages its staff and Clinicians (individuals with a doctorate or master's degree in behavior analysis, psychology, or a closely related field) to consider the use of transport restraint for any student/client with a history of, or potential for, engaging in disruptive behaviors during transport.

Transport Restraint in the IEP/ISP

At admission, JRC may recommend to the parent/guardian and school district or funding agency that authority to use transport restraint be included in the student's Individualized Education Program (IEP) or client's Individual Support/Service Plan (ISP), when the JRC Clinician has a reasonable basis for determining, within his/her discretion, that the student/client may pose a danger to themselves or others during transport situations. JRC may also make a recommendation for transport restraint as part of the IEP/ISP that is conditioned on a behavioral outburst during the school/work day, or in close proximity to the time of the transport, or when necessary in light of a history of becoming unpredictably violent or attempting to run away during transport.

JRC may employ transport restraint even when not in the IEP/ISP if, during the school/work day or prior to any transport situation, a student/client exhibits or shows the possibility of exhibiting behaviors that are reasonably likely to be a danger to themselves or others. Under such circumstances Incident Reports must be completed. In addition, JRC may refer the student back to the school district and request an amendment to the IEP in certain circumstances.

*NY State school-aged students may not be placed in transportation restraint unless specifically indicated in the student's IEP.

Criteria for Use of Transport Restraint

- The Executive Director, a member of the Programming Department (as the Executive Director's designee), the JRC Clinician or the Case Managers are

primarily responsible for assessing the need for the use of transport restraint on an individual student/client basis.

- The use of transport restraint must be evaluated prior to each transport situation.
- Transport restraint should be considered if the student/client has exhibited behaviors during the day or during a time in close proximity to transport.
- Transport restraint should be considered if the student/client has exhibited behaviors, in close proximity to transport time, that are known for that individual to be antecedents to dangerous behavior or that are shaped-down versions of dangerous behavior.
- In all cases, JRC will design the transport restraint for the student/client on an individual basis and it will be the least restrictive method of ensuring passenger safety during transport.
- To ensure the safety of all involved, students who exhibit behaviors on the school bus may be transported separately by van and placed in transportation restraint.

*Transport restraint must never be used on a New York State student unless the approval for such use is indicated in the student's Individualized Education Plan.

Procedures for Use of Transport Restraint

If a student/client exhibits or shows the possibility of exhibiting behaviors that are believed to be a danger to themselves or others, the student/client may be placed in transport restraint for the safety of the student/client and/or others according to the following procedures.

- A staff member(s) reasonably believes there is a danger of aggression, self-abuse or some other comparable disruptive behavior or incident during transport.
- Staff member notifies the shift supervisor. If the behaviors occur during the actual transport on a bus or van, the staff member(s) must notify the Monitoring Department. If there is no time to contact the Monitoring Department and maintain safety, then the staff may employ transportation restraint and notify the Monitoring Department as soon as possible.
- The shift supervisor will notify the Monitoring Department.
- The Monitoring Department will notify the Clinician, Case Manager, or a member of the Programming Department.
- A member of the Programming Department, and the student/client's Clinician and Case Manager have the authority to assess the potential for a dangerous situation during transport and make a decision whether to use transport restraint.
- Note: The Clinician should attempt to observe the student/client and staff should seek Clinician approval prior to the use of transport restraint, if possible. If there is no time to obtain Clinician approval or for the Clinician to observe the student/client due to a dangerous situation, the Clinician should be notified as soon as possible after transport restraint is implemented, so that the Clinician can review the continuing need for transport restraint and file the appropriate reports.
- The Case Manager will notify the Monitoring Department if a member of the Programming Department approves transport restraint so that the adequate plans can be arranged for transport.

- The Programming Department will keep a log for transport restraints indicating date, time in, time out, reason for use, and authorizing person.

*Transport restraint must never be used on a New York State student unless the approval for such use is indicated in the student's Individualized Education Plan.

Reporting the Use of Transport Restraint When Not in the IEP

Transport restraint must never be used as a consequence or punishment.

JRC will complete an Incident Report when transportation restraint is used for a student/client who does not have transportation restraint listed in the student/client's IEP/ISP. Notice of the transport restraint will be sent to the student/client's parents, school district, and to JRC's licensing agency.

If the transport restraint is required on a frequent basis for a student (e.g., two consecutive weeks), the Clinician must determine whether the student is sustaining a significant regression for the purpose of determining whether a referral back to the school district for a re-evaluation and request to amend the IEP is necessary. Once the determination that a referral back to the school district is necessary to address the student's transportation needs, a member of the Programming Department or designee will coordinate with the Education Department to commence the referral process. In the interim, JRC will continue to use transport restraint with the student.

*Transport restraint must never be used on a New York State student unless the approval for such use is indicated in the student's Individualized Education Plan.

Application of Transport Restraint

After consulting the student/client's current status and daily transport list to verify that the student/client has been authorized to be placed into transport restraint, to include the correct type of transport restraint, the staff will place the student/client into transport restraint just prior to being brought out to the bus/van and must immediately remove the transport restraints upon reaching their destination. If there are conditions regarding transport restraint listed in the student/client's current status, they must be followed as written. No student/client may be placed into transport restraint directly from an emergency restraint. If a student/client is approved for the use of transportation restraints, the emergency must have subsided prior to placing the student/client in restraint.

EXHIBIT D

JRC Policy on the Administration of Medication

Medication that is administered to any student/client is prescribed in writing by a physician, medical consultant, specialist, or nurse practitioner and administered only to the student/client for whom it was prescribed. All medication and dosage changes require a new written order. Authorization may be given by phone to one of the JRC nurses, if necessary, but must be followed by written authorization obtained during the physician's next visit or by facsimile. When there is a change in a student/client's medication that may affect the student/client's behavior (e.g., decongestants, seizure or other routine medication, etc.), a brief description of the medication change is entered into JRC's database and a phase line is recorded on the student/client's Behavior Chart.

No medication will be administered to a student/client without authorization from a parent/guardian. Such authorization will be renewed annually.

The nurse on duty reviews medication records daily. Any medications requiring special medical supervision, such as blood levels or urinalysis, are completed on a regular basis.

Following admission, any psychotropic medication a student/client is taking is reduced or eliminated, if such reduction or elimination is deemed appropriate by the examining psychiatrist. Anyone working with the student/client is informed of any side effects relating to the drug. If at admission it is unclear whether an individual has been consistently taking an anti-psychotic or behavior modifying medication JRC will consult with its consulting psychiatrist prior to discontinuing the medication. For more information, see *JRC's Approach to Psychopharmacological Treatment*.

The Nursing Office maintains a Medication Administration Plan (MAP) that outlines all of the medications student/clients are taking. This MAP contains the name of the student/client, the name of the medication, dosage, time dispensed, route of administration, the initials of the person administering the drug, and the length of time the student/client is to be on each medication. Each medicine is labeled with the student/client's name and picture, the name of the drug and directions for administration. All medication is locked in a secure cabinet out of reach of students/clients. Medication and medical supplies are never locked in the same cabinet with other toxic substances. All medication requiring refrigeration is kept in a locked box in the refrigerator. All unused medication is properly disposed of or returned to the parent/legal guardian. Except in the case of medication that is ongoing, only the current prescription is filled and kept on hand. In the case of ongoing medications, such as a seizure medication, the current prescription and one extra refill is kept on hand. No more than a 30 day supply of any medication prescribed for an individual can be stored on-site.

Any medication errors or drug reactions are reported to the Medical Services Director, the physician and Executive Director immediately and any instructions given by the nurse or doctor are immediately followed. A Medication Occurrence form and Incident Report/Therapy Note is completed. Incident Reports/Therapy Notes are reviewed by the appropriate person(s) and necessary action is taken. The student/client's Clinician reports significant changes in behavior or in a student/client's health that may result from medication to the physician.

A review of all medication prescribed and administered to a student/client is incorporated into the student/client's quarterly progress report. The parent/legal guardian or student/client (where applicable) may seek a review of the appropriateness of prescribed medication.

Staff members providing care to student's receiving prescription medication are instructed regarding the nature of the medication and potential side effects or allergic reactions, which are listed in the student/client's program description. If significant side effects are observed they will immediately be reported to the Nursing staff and documented in a nursing note.

Psychotropic Medication

JRC will not administer or arrange for the administration of antipsychotic medications except under the following circumstances. Antipsychotic medications are drugs which are used in treating psychoses and alleviating psychotic states.

- Any antipsychotic medication will be prescribed by a licensed physician for the diagnosis, treatment and care of the student/client, only after review of the student/client's medical record and actual observation of the student/client.
- If antipsychotic medication is prescribed, the prescribing physician will submit a written report to JRC detailing the necessity for the medication; the staff monitoring requirements, if any; potential side effects that may or may not require medical attention; and the next scheduled clinical meeting or series of meetings with the student/client.
- No antipsychotic prescription will be administered for a period longer than is medically necessary, as determined by the prescribing physician after meeting with the student/client, reviewing the student/client's progress, and examining the student/client for potential side effects. All meetings with the student/client after the initial meeting will be on a schedule determined by the physician as sufficient to monitor the student/client while on antipsychotic medication.
- The nurse who teaches Medication Administration Training Staff will instruct the staff providing care to a student/client receiving antipsychotic medication regarding the nature of the medication, potential side effects, which may or may not require medical attention, and required monitoring or any special precautions.
- For students in the Department of Children and Families (DCF) (formerly Department of Social Services) care or custody, an Educational Surrogate Parent will not have authority to consent to administration of any medication for routine or emergency purposes.
 - For such students, consent will be obtained consistent with the applicable DCF requirements.
- Except for students in the care or custody of the DCF, informed written consent will be obtained in the following manner:
 - If a student/client is in the custody of his/her parent(s), parental consent in writing is required. Parental consent may be revoked at any time unless subject to a court order.
 - The student/client's Clinician is responsible for obtaining appropriate consents for antipsychotic medication.
 - If the parent does not consent or is not available to give consent, the referral source will be notified and judicial approval will be sought.

- If a student/client is in the custody of a person other than the parent, a placement agency or an out-of-state public or private agency, the referral source will be notified and judicial approval will be sought.
- The student/client's Clinician will inform a student/client twelve years of age and older, consistent with the student/client's capacity to understand, about the treatment, risks and potential side effects of such medication.
- If a student/client refuses to take antipsychotic medication the nurse on duty records the refusal on the MAP and in the Nursing Notes. The Nursing Note is then emailed to the student/client's Case Manager and Clinician. The prescribing physician is notified of the refusal during the next visit or review of the student/client.
- In an emergency situation, antipsychotic medication may be administered for treatment purposes without parental consent or prior judicial approval if an unforeseen combination of circumstances or the resulting state calls for immediate action and there is no less intrusive alternative to the medication. The treating physician must determine in his/her professional judgment that medication is necessary to prevent the immediate substantial and irreversible deterioration of a serious mental illness. If the treating physician determines that medication should continue, informed consent or judicial approval must be obtained.

Delegation of Medication Administration to Trained JRC Personnel

When self-administration is not appropriate, medications are administered by a member of the JRC nursing staff, in accordance with *JRC's Protocol for Medication Administration by Nursing Staff* or by JRC staff members identified by the JRC Nursing Department and who have successfully completed Red Cross MAP training ("trained JRC personnel").

The Medical Services Director or appropriate designee may delegate the administration of medication to trained JRC personnel when it is safe and appropriate to do so. These trained JRC personnel may only administer medication to students/clients identified by the Medical Services Director and in accordance with the guidelines set forth below. Non-licensed staff may not administer medication during school hours.

- The Medical Services Director, in consultation with the school consulting physician, will have final decision-making authority with respect to delegating the administration of medications to trained JRC personnel.
- When medication administration is delegated by the Medical Services Director to trained JRC personnel, such personnel will be under the supervision of the Medical Services Director and nurses for the purposes of medication administration.
- A nurse will be on duty while medications are being administered by designated trained JRC personnel and available by telephone should consultation be required.
- Prescription medications to be administered pursuant to p.r.n. ("as needed") orders may be administered by trained JRC personnel after an assessment by or consultation with a nurse for each dose.
- An updated list of trained JRC personnel will be maintained. Upon request, a parent will be provided with a list of trained JRC personnel.

Supervision of Trained JRC Personnel

- Trained JRC personnel administering medications will be under the supervision of the Medical Services Director and the nurses.
- The Director of Human Resources/Assistant Executive Director will provide assurance that sufficient nurses are available to provide proper supervision of trained JRC personnel.
- Responsibilities for supervision at a minimum will include the following:
 - After consultation with the Training Director and/or an Assistant Executive Director, the Nurse MAP trainer will select and supervise the specific individuals who may administer medications. When necessary to protect student/client's health and safety, the Medical Services Director may rescind such selection.
 - The number of trained JRC personnel is determined by:
 - the number of trained JRC personnel the nurses can adequately supervise on a weekly basis as determined by the Nurse MAP trainer; and
 - the number of trained JRC personnel necessary, in the nurse's judgment, to ensure that the medications are properly administered to each student/client.
- The Medical Services Director and/or appropriate designee will:
 - document the training and evidence of competency of trained JRC personnel;
 - ensure the designees maintain current MAP certification;
 - provide a training review and informational update, at least annually, to the trained JRC personnel; and
 - support and assist persons who have completed the training to prepare for and implement their responsibilities related to the administration of medication;
- The first time that trained JRC personnel administer medication, the delegating nurse will provide supervision at the work site.
- The degree of supervision required for each student/client will be determined by the Medical Services Director or appropriate designee after an evaluation of the appropriate factors involved in protecting the student/client's health including, but not limited to the following:
 - health condition and ability of the student/client;
 - the extent of training and capability of the trained JRC personnel to whom the medication administration is delegated;
 - the type of medication; and
 - the proximity and availability of the nurses to the trained JRC personnel.
- Trained JRC personnel will be provided with the names and locations of school personnel who have documented certification in cardiopulmonary resuscitation.
- For the individual student/client, the Medical Services Director, or registered nurse will:
 - determine whether or not it is medically safe and appropriate to delegate medication administration;
 - administer the first dose of the medication, if there is a reason to believe there is a risk to the student/client as indicated by the health assessment, or if the student/client has not previously received this medication in any setting;

- review the initial orders, possible side effects, adverse reactions and other pertinent information with the trained JRC personnel; and
- provide supervision and consultation as needed to ensure that the student is receiving the medication appropriately. Supervision and consultation may include record review, on-site observation and/or student assessment.

Self-Administration of Medication by JRC Students

Medication is self-administered when appropriate. If the Medical Services Director, Nurse MAP trainer, and treatment team believe that a student/client is capable of administering his/her own medication, the Nurse MAP trainer will present to the consulting physician for review. A program is then designed to allow the student/client to become independent in self-medication. Once the student/client has been identified to self-administer medications s/he does so in accordance to guidelines set forth below.

- The Medical Services Director, in consultation with the Nurse MAP trainer, student/client's treatment team, consulting physician and parent/guardian, will determine whether or not it is medically safe and appropriate for the student/client to self-administer medication.
- The Medical Services Director or another member of the Nursing Department will:
 - develop a Medication Administration Plan for the student/client self-administering medication.
 - train the student/client on how to read and follow the Medication Administration Plan. The Nurse will teach the student to read his/her Medication Plan and learn to identify the time, type, and dosage of medication to be taken.
- During this time, the student/client will be instructed on the symptoms of side effects and overdosing and that if the student/client experiences symptoms, s/he should report it to the Nursing Department. The Nurse will also instruct the student/client to document that s/he has taken the medication and any problems, concerns or side effects.
- During the initial phase of the training the student/client will be prompted to correctly administer the medications by the Nursing staff. This supervision will continue until the student/client is capable of being independent.
- While the student/client is self-administering medication, s/he will be supervised by the student/client's residential coordinator or his/her designee, and a member of the Nursing Department will call the residence each time the student/client is scheduled to self-administer to ensure that the medication has been administered without incident.
- The student/client will be responsible for the key to his/her locking medication bag. At the residence, when not in use, the medication bag will be stored in the residential locking medication cabinet. The residential supervisor will be responsible for keeping the key to the residential medication cabinet.
- A member of the Nursing Department will place the student/client's medication in his/her locking bag each day. During the day the bag will remain in the Nursing Office. In the morning, the student/client will be responsible for retrieving the locking bag from the residential locking medication cabinet and dropping the locking bag off at the Nursing Office. In the evening, the student/client will be responsible for retrieving the locking bag from the Nursing Office and bringing the locking bag to the student/client's residence.

Medication Administration During Community Outings/Appointments/Home Visits

When administering medication during community outings, appointments, or home visits the medications will be administered by a member of the JRC nursing staff, in accordance with *JRC's Protocol for Medication Administration by Nursing Staff* or by JRC staff members identified by the JRC Nursing Department and who have successfully completed MAP training ("trained JRC personnel").

- Prior to administering all medications, the JRC staff members administering the medication are to reference the student/client's medication log and use a staff identifier to verify the medication being administered, except where the community outing/appointment only requires a single staff member. During the verification process; the name and picture on the medication packet must match the name and picture on the recording sheet/Fact Sheet.
- A nurse will be on duty while medications are being administered by designated trained JRC personnel or available by telephone should consultation be required.
- Prescription medications to be administered pursuant to p.r.n. ("as needed") orders may be administered by trained JRC personnel after an assessment by or consultation with a nurse for each dose.
- After administering medication, staff members are instructed to contact the nurse on duty to confirm.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR

Judge Rotenberg Center

Nonpublic School/Agency

By: _____
Signature Date

Glenda P. Crookes, President/CEO
Name and Title of Authorized Representative

LEA

Paso Robles Joint Unified School District

LEA Name

By:  6/24/21
Signature Date

Terry Hollen, Director of Special Education
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Glenda P. Crookes, President/ CEO
Name and Title
Judge Rotenberg Educational Center
Nonpublic School/Agency/Related Service Provider
250 Turnpike Street
Address
Canton, MA. 02021
City State Zip
781-828-2202 781-828-2804
Phone Fax
Email
m.ferns@judgerc.org

Notices to LEA shall be addressed to:

Terry Hollen, Director of Special Education
Name and Title
Paso Robles Joint Unified School District
LEA
800 Niblick Rd
Address
Paso Robles, CA 93446
City State Zip
805-769-1000 805-237-3476
Phone Fax
Email
thollen@pasoschools.org

**Additional LEA Notification
(Required if completed)**

Brad Pawlowski, Assistant Superintendent Business Services
Name and Title
800 Niblick Rd.
Address
Paso Robles CA 93446
City State Zip
805-769-1000
Phone Fax
bpawlowski@pasoschools.org
Email

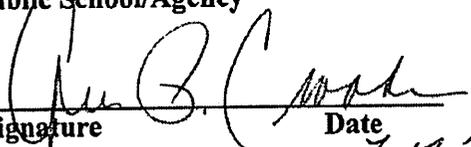
The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the date of the Student's admission to the CONTRACTOR, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR

LEA

The Judge Rotenberg Educational Center, Inc.
Nonpublic School/Agency

SELPA _____
LEA Name

By: 
Signature Date 7.12.21

By: _____
Signature Date

Glenda P. Crookes, President/CEO
Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Glenda P. Crookes, President/CEO

Name and Title
The Judge Rotenberg Educational Center, Inc.

Nonpublic School/Agency/Related Service Provider

250 Turnpike Street

Address
Canton, MA. 02021

City State Zip
781-828-2202 781-828-2804

Phone Fax
m.ferns@judgerc.org

Email

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

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

- 1) Daily Basic Education Rate: \$486.43

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$19.50</u>	<u>Per Hour</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other		
Other (900)		

2021-2022 ISA

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

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Paso Robles Joint Unified School District Nonpublic School Judge Rotanberg Center

EA Case Manager: Name Terry Hollen Phone Number 805-769-1000

Pupil Name _____ Sex: M F Grade: 12+

Address _____ (Last) _____ (First) _____ (M.I.) _____ City _____ State/Zip _____

DOE: _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (805) _____ (_____) _____ (Residence) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

*Is this an IEP ERSESS driven placement? YES NO

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$486.43
Estimated Number of Days 248 x Daily Rate 486.43 = **PROJECTED BASIC EDUCATION COSTS** \$120,634.64

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		16 hours per day 365 days	19.50 hour (\$312 per day)	365 Days	\$113,880
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation: Transportation-Emergency to Transportation-Parent							
Bus Passes							
Other: <u>Room and Board</u>		X		Per Day	495.76	365 Days	180,952.40
Other:							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 294,832.40

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 415,467.04

4 Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

Judge Kolenberg Center

Paso Robles Joint Unified School District

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

Glenda P. Crookes 7.12.21

(Signature) (Date) (Signature) (Date)

Glenda P. Crookes, Executive Director

Brad Pawlowski, Assistant Superintendent Business

(Name and Title)

(Name of Superintendent or Authorized Designee)

San Luis Obispo County SELPA

Amber Gallagher, SELPA Executive Director

Date