Addendum to the NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT between LOCAL EDUCATION AGENCY:       and

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

CONTRACT DATE:       CONTRACT NUMBER:

**LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

T HE FIRST THREE (3) DAYS OF EMERGENCY SCHOOL CLOSURES:

For the first three days of any emergency school closure due to a natural disaster or unavoidable crisis event(s) as described under Education Code Section 41422:

If the LEA receives reimbursement for education services from the state for an emergency school closure due to a natural disaster or unavoidable crisis event (s), the LEA will pay CONTRACTOR at 50% for their regularly scheduled services, regardless of whether services are rendered during the first three days.

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

S CHOOL CLOSURES EXCEEDING 3 (THREE) CONSECUTIVE SCHOOL DAYS

For any emergency school closure due to a natural disaster or unavoidable crisis event(s) where the school closure lasts more than the (3) school days, the following provisions will apply from the first day of the closure, with any closure days from a prior contract year carrying over in the count.

1. **Extended School Closure.** Extended school closure is defined as those exceeding three (3) consecutive school days or any combination of alternative days/weeks should a hybrid program involving a combination of physical school attendance and Distance Learning Programs be implemented.
2. **Distance Learning Programs**. In accordance with the California Department of Education (“CDE”) guidance and SELPA and/or LEA consultation, CONTRACTOR shall provide a Distance Learning Program during an extended school closure. Such programs shall be defined as the provision of educational services through internet, telephone, wireless, paper packets, and/or other technologies to facilitate the provision of and access to educational services without direct physical contact or physical proximity. For related services and instruction provided through virtual platforms, the CONTRACTOR will be committed to protecting the privacy each student’s learning, in compliance with the Family Educational Rights and Privacy Act (“FERPA”) and Health Insurance Portability and Accountability Act (“HIPAA”).
3. **CDE Guidance.** Nothing herein shall impede the CDE from issuing its own guidance, requirements, conditions or reporting requirements. If the CDE issues its own directives concerning Distance Learning Programs, the parties will adhere to those requirements to the extent applicable, and this Contract provision shall be deemed amended to conform to such directives, unless a party challenges the directive or applicability of the directive with the CDE, or other administrative or legal agency having jurisdiction.
4. **Attendance While Distance Learning Programs are in Effect**. A day of positive student attendance shall be defined during the extended emergency school closure as each day the student participates in the CONTRACTOR’s Distance Learning Program, for either the partial or full program for that day, as documented.

A student is determined to be “absent” for both Basic Education and Related Services on days when there has been no participation by the student with CONTRACTOR’s Distance Learning Program and/or support service(s). Payment for student absence will be made in accordance with procedures agreed upon in Section 59 of the Master Contract.

Accessible attendance records will be kept in accordance with procedures agreed upon in Section 9 of the Master Contract, as well as detailed services logs reflecting dates, times (including duration), manner, and description of services will be provided upon request.

1. **Utilization of Behavioral Support Staff in Distance Learning**. Behavior Implementation Intervention (BII) providers, Behavior Implementation Development (“BID”) providers, and Intensive Individualized Services/Special Circumstance Educational Support (SCES) providers may be utilized in alternative ways to support assigned student access to Distance Learning programming. The above named behavioral support providers who are normally utilized for direct student interaction and supervision may be utilized to assist students and their family members/adult caregivers and/or teachers in facilitating student access to Distance Learning via video, telephone or other virtual methods, as well as via paper packets. During the extended emergency school closure period, such services may be billed, as detailed below, in lieu of traditionally delivered Designated Instructional (Related) Services.
2. **Transportation Services for Distance Learning**. For those who have transportation listed on their ISA, in lieu of daily transportation, transportation staff and equipment may be utilized up to once per week for student delivery of materials, equipment or any other transportation needed to facilitate Distance Learning Programs with prior authorization from the SELPA/LEA. Documentation of services will be separately maintained by Nonpublic School CONTRACTOR and submitted with the monthly invoice. If a student is transported during the week (e.g., as part of a hybrid model in which students are attending in person for part of the week), this service will not be offered because materials can be provided directly to the student and brought home by the student.
3. **Payment for Services During Distance Learning**. The billing and payment provisions of the Master Contract and applicable ISAs are modified as follows while Distance Learning Programs are in effect. For students not attending extended school year (ESY), payment for student absence as defined in this section does not begin until the first day of Regular School Year (RSY).
   1. **For Basic Education Services**, the LEA will reimburse NPS CONTRACTOR:

for the first three (3) instructional days of student absence, at fifty percent (50%) of those Basic Education services in accordance with the active ISA and rate schedule, as described in paragraph 3, above; and (b) after the first three (3) instructional days of extended school closure or if services are rendered in the first three days of extended school closure, one hundred percent (100%) of the Basic Education services to students as per the ISA and CONTRACTOR’s rate schedule who are present, as defined above, under the Distance Learning Program and District guidance.

1. **For Designated Instructional (Related) Services**, NPAs who provide Behavioral Services, & NPSs who provide Intensive Individualized Services/Special Circumstance Educational Support (“SCES”) Behavioral Services , the LEA will reimburse CONTRACTOR: (a) for the first three (3) instructional days of student absence, at fifty percent (50%) of any related services that are previously scheduled, in accordance with the active ISA and rate schedule, and (b) after the first three (3) instructional days of extended school closure or if services are rendered in the first three instructions; days of extended school closure, one hundred percent (100%) of the services to students as per the ISA and CONTRACTOR’s rate schedule that are directly delivered. Payable Related Services are those services specified in the LEA’s Master Contract rate schedule. Detailed services logs reflecting dates, times (including duration), manner, and description of services will be provided.

This contract addendum is immediately effective and terminates at the same time as the above referenced NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

**CONTRACTOR LEA**

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Nonpublic School/Agency LEA Name

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

Signature Date Signature Date

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Name and Title of Authorized Name and Title of Authorized

Representative Representative