



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**AGENDA**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**August 15, 2013**

- CALL TO ORDER: 6:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M \_\_\_  
 2<sup>nd</sup> \_\_\_  
 V \_\_\_

- PUBLIC COMMENTS

*Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.*

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- PLEDGE OF ALLEGIANCE

**PUBLIC HEARING**

**1. CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES PUBLIC HEARING**

A public hearing shall be held for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees. Public input is welcomed.

*Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.*

**2. APPLICATION OF WAIVERS TO CALIFORNIA STATE BOARD OF EDUCATION ON CLASS SIZE CAP PENALTIES PUBLIC HEARING**

A public hearing shall be held for the purpose of receiving public comment on the district’s application of waivers to the California State Board of Education on class size cap penalties. Public input is welcomed.

**BOARD REPORTS AND COMMUNICATIONS**

Board Members will make the following reports and communicate information to fellow Board Members and staff.

**PUBLIC COMMENTS**

*Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.*

\*\*\* BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

**LEGISLATIVE SESSION**

**3. PUBLIC INFORMATION OUTREACH CONSULTANT**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

The District is in receipt of three consultant proposals intended to assist in meeting several of the 2013-14 Board interests including the advancement of 21<sup>st</sup> century learning in our classrooms, the need to raise the district’s profile and the institutionalized interest of long standing support for our Educational Foundation. These proposals have been reviewed by staff with consideration of cost, contract terms, locale and accessibility of the consultant, appreciation of the role of a trustee and understanding of the Fountain Valley community. The size and scope of the consultant team and past success in reaching established outreach goals as well as a commitment to assisting the Educational Foundation increase its capacity to raise funds for the school district were also taken into account in reaching a recommendation.

Superintendent's Recommendation: The Superintendent and staff recommend that the Board of Trustees approves and enters into a contract with Clifford Moss for services outlined in the proposal.

**4. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

**Routine Items of Business**

- 4-A. Board Meeting Minutes from July 25<sup>th</sup> meeting
- 4-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 4-C. Donations
- 4-D. Warrants
- 4-E. Purchase Order Listing
- 4-F. Budget Adjustments

**Consent Items**

**4-G. CAPITAL FACILITIES FUND/DEVELOPER FEES**

Superintendent's Comments: It is recommended that the Board of Trustees accepts the report on the use of the Capital Facilities Fund Income to Expenditures.

**4-H. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT**

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the fourth quarter of the 2011-12 year and approves its submittal to the Orange County Department of Education.

**4-I. RESOLUTION 2014-12: AUTHORIZATION TO SUBMIT CLASS SIZE REDUCTION WAIVERS**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2014-12 authorizing the submission of class size penalty waivers.

**4-J. APPROVAL OF CONTRACT WITH 2H CONSTRUCTION**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with 2H Construction in the amount of \$106,204.00 and authorize the Superintendent or his designee to sign all documents.

**4-K. MANDATE BLOCK GRANT**

Superintendent's Comments: Based on historic data and future revenue projections,

for those mandates covered under the Mandate Block Grant, the \$28 per ADA Block Grant yields greater mandate reimbursements paid more timely than filing individual claims. It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2013/14 fiscal year and authorize the Superintendent or his designee to sign all documents. It is further recommended that the Board of Trustees approve the attached contract with Axiom Advisors & Consultants Inc. for the filing of those mandates which are not included under the Mandate Block Grant and authorize the Superintendent or his designee to sign all documents.

**4-L. APPROVAL OF LEASE AND ADDENDUMS FOR MODULAR CLASSROOMS**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the lease addendums extending the term of these leases thru June 30, 2014 and authorize the Superintendent or his designee to sign all documents.

**4-M. CONTRACTUAL AGREEMENT FOR PURCHASE OF CONSULTING SERVICES AND MATERIALS FOR THINKING MAPS TRAINING FOR TEACHERS AT NEWLAND AND TAMURA**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the contractual agreement for the purchase of consulting services and materials for *Thinking Maps* training for teachers at Newland and Tamura.

**4-N. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)**

Superintendent’s Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Behavior Solutions, Inc.	5,000.00	2013-07-01-2014-06-30
Sylvia Mende, Psy.D.	25,000.00	2013-07-01-2014-06-30
Cornerstone Therapies	400.00	2013-07-01-2014-06-30
Cornerstone Therapies	7,000.00	2013-07-01-2014-06-30
Cornerstone Therapies	3,700.00	2013-07-01-2014-06-30
Cornerstone Therapies	1,700.00	2013-07-01-2014-06-30
Cornerstone Therapies	5,100.00	2013-07-01-2014-06-30
Cornerstone Therapies	1,000.00	2013-07-01-2014-06-30
Cornerstone Therapies	7,150.00	2013-07-01-2014-06-30
Cornerstone Therapies	300.00	2013-07-01-2014-06-30
Cornerstone Therapies	8,300.00	2013-07-01-2014-06-30
Cornerstone Therapies	1,000.00	2013-07-01-2014-06-30
Speech & Language Pathology Servs.	9,020.00	2013-07-01-2014-06-30
Cornerstone Therapies	3,400.00	2013-07-01-2014-06-30

Behavior Solutions, Inc.	500.00	2013-07-01-2014-06-30
Oak Grove Institute	131,959.70	2013-07-01-2014-06-30
Therapeutic Education Centers	44,935.00	2013-07-01-2014-06-30
Speech & Language Dev. Center	57,084.50	2013-07-01-2014-06-30
Therapeutic Education Centers	47,025.00	2013-07-01-2014-06-30
Therapeutic Education Centers	44,935.00	2013-07-01-2014-06-30
Speech & Language Dev. Center	58,266.25	2013-07-01-2014-06-30
Therapeutic Education Centers	44,935.00	2013-07-01-2014-06-30
Mardan Center of Educational Therapy	30,960.00	2013-07-01-2014-06-30
Speech & Language Dev. Center	53,172.50	2013-07-01-2014-06-30

### **SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS**

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

### **The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, September 12, 2013 at 7:00pm.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.k12.ca.us](http://www.fvsd.k12.ca.us)). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.*

*Board meeting proceedings are tape recorded.*

*Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's office: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.*

**NOTICE OF PUBLIC HEARING**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES**

**Notice is hereby** given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, August 15, 2013 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees.

FOUNTAIN VALLEY SCHOOL DISTRICT

Scott R. Martin, Director  
Fiscal Services

**NOTICE OF PUBLIC HEARING  
FOUNTAIN VALLEY SCHOOL DISTRICT  
APPLICATION OF WAIVERS TO CALIFORNIA STATE BOARD OF  
EDUCATION ON CLASS SIZE CAP PENALTIES**

**Notice is hereby** given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, August 15, 2013 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the district's application of waivers to the California State Board of Education on class size cap penalties.

FOUNTAIN VALLEY SCHOOL DISTRICT

Stephen McMahan  
Assistant Superintendent, Business

SO 2013-14/B14-4  
Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Public Information Outreach Consultant**  
DATE: August 7, 2013

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**Background**

The Board of Trustees during their spring Board Study Session reached consensus on four board interests for the 2013-2014 school year and institutionalized one that has been an interest for many years. Two of the board interests include the advancement of 21<sup>st</sup> Century learning in our classrooms and the need to raise the district's profile. The institutionalized interest was the Board's long standing support for our Educational Foundation that has been since 1982 a source of resource development, raising money for many district programs.

In light of the fact that our technology bond although receiving a majority of support from our community, failed to reach the 55% threshold required for passage, the district has worked during the past year to seek alternative measures to find the resources necessary to fund to the extent possible our technology plan. Staff reports, board study sessions and pilot programs on the new smarter balanced assessments, BYOD (Bring Your Own Device) and one to one computer teaching and classroom learning situations have taken place this spring and are planned for the fall. Additionally, we intend to start a new STEM (Science, Technology, Engineering and Math) magnet program at Talbert Middle School this coming school year.

The Fountain Valley Educational Foundation has acted to revise its mission statement to a STEAM (Science, Technology, Engineering, Arts and Math) focus with an emphasis now on the "T", technology. In so doing they also have been in strong support and quite appreciative of the school board's adopted board interest to support the Foundation so as to help it reorganize its outreach strategies as it builds its own capacity to raise significant amounts of money for the district's 21<sup>st</sup> Century classroom initiative.

On June 27, the Board of Trustees heard a presentation from one consultant in this regard and on July 25<sup>th</sup>, the Board of Trustees engaged in a study session in which it discussed the hiring of a consultant to work with the district and the Educational Foundation to address their adopted interests while serving to meet the ever growing need for digital learning opportunities and technology in our schools. The common core curriculum and the new assessments will require that our students and teachers have access to appropriate technology to meet the rigorous standards and become familiar with new measures of performance. Access to information is becoming quite critical as we seek to make sure that our own students remain competitive with their peers throughout the state.

The Board received in its August 6 mail-out, copies of three proposals from WBC, Communication Resources for Schools and Clifford Moss. These three proposals include training, public engagement and implementation outreach. Additionally the packet included a proposal from Jim Graves, a private communication specialist proposing an e-newsletter that



would be published monthly and general follow up information on two other consultants whose services basically focus on training and plan development.

### **Recommendation**

In taking into consideration the conversations we have had regarding selection criteria as well as what I have observed over the past few months, I reviewed the proposals carefully with a few considerations in mind. We certainly must be attentive to both the cost of the consultant and the means by which we could, if we chose to, separate from the services of the firm. I feel that a consultant that is local would naturally be more accessible and I feel that knowing and appreciating the role of school trustee and knowledge of the school district would serve to benefit our relationship. In addition, one of the proposals includes an additional individual to be engaged in our project. Past success in reaching the goals of an outreach initiative is important, of course and familiarity with our Foundation Board is very beneficial as well. In this regard, the superintendent and staff recommend that the Board of Trustees approve and enter into a contract with Clifford Moss for the services outlined in the proposal.

# WBC

*Campaigns for Underdogs*

## Proposal for Community Outreach and Education Services Presented to Fountain Valley School District

Following is a list of several cities in California. What pops into your mind for each one?

- Fresno
- San Diego
- San Francisco
- Laguna Beach
- Santa Ana
- Sacramento
- Huntington Beach
- Stockton

For each of these, similar thoughts probably come to each of our minds. And for the most part, they are the same descriptions that we would have had 25 years ago.

Each of these cities – for better or worse – has a brand.

Fountain Valley School District needs to identify its unique brand and begin communicating this brand to the public.

### WBC's Approach

The schools and students of FVSD have had phenomenal success in recent years.

Test scores are up. Accountability measures are in place. Schools have been designated as California Distinguished Schools. Kindergarten programs have been expanded. Classroom teachers are motivated. Parents are involved. Students are succeeding.

The question is: how does the FVSD let the residents know about this?

WBC suggests using a four-pronged approach to spreading the message about FVSD including building the District's brand, having stakeholders help spread the word, targeting the "Influentials," and ensuring consistent communication.

### *Building the Brand*

The average American is subjected to over 2,000 marketing messages daily. That's a lot of messages vying for people's attention. How can FVSD cut through the clutter and reach residents?

WBC will work with the district to create a message and brand. Brands are valuable assets. They create recognition and loyalty that's strong enough to overcome competition.

Many parents choose a specific district, school, or teacher before they even send their children to a classroom. Their mindsets and decisions are based on the district's story, history, the news media, or most importantly, how well a district communicates with parents. This type of communication can vary from face-to-face meetings to notifications sharing student progress with parents. Your success will depend on the effective communications that brand your district.

In creating a simple, memorable brand, WBC will help FVSD answer the following questions in ways that are relevant to district residents:

- How is FVSD Different?
- How does the District add value to the community?
- Why should people care about VFSD?
- Determine which values are so inherent in your District that – if they disappeared – your district would cease to exist as it is today

Districts throughout the nation suffer from a lack of consistency; the "big picture" of the district is lost amidst the agendas of all the schools contained within. Districts who find themselves lost in the lack of unity will find decreased enrollment and poorer student performance. However, districts able to bridge the communication gap between parents, teachers, staff, administrators, and the community will achieve lasting results.

Only by establishing a district brand or unity will districts enjoy long-term, measurable results.

## Elements of Branding

### Image: The Look and Feel of Your Brand

Decide on which specific visual elements are appropriate for your schools, your district, and your audience that will stand out from other districts. Employees who come in contact with your brand should be intimately familiar with the vision and purpose.

### Communication: The Way You Convey Your Message

Develop a cost-effective approach to determine and reach your target audience. Such resources will give FVSD the tools and techniques for creating the right marketing materials. Conveying a message consistently through diverse media and with an effective template will provide numerous long-term benefits.

This includes making use of the current communication tools used by the FVSD such as the website, newsletters, op-ed pieces, PTA communications, etc.

### Implementation: Developing and Executing Your Vision, Image, and Message

Establish processes for managing brand elements. Learn how to train the right people the right way when presenting messages FVSD should endorse. All employees who use branding materials will need an easy way to create documents, presentations, proposals, etc. with the correct brand elements including logos, fonts, colors, and graphic elements.

### Evaluation: Determine the Strategy's Success

An effective branding strategy requires that you gauge where the district is currently, what opportunities for growth are available, and how they can be achieved through a branding strategy. Monitor the parent, student, teacher, and community satisfaction and record the results frequently to gauge progress and adapt the strategy where necessary.

## Maintenance: Keep Track of the Brand Strategy

Implement simple procedures that make everyone accountable for maintaining the value of the district's brand. Inform all employees that high-level administrators value the fulfillment of the branding process and will recognize those who proactively pursue execution of the strategy and bring about positive results from its use. If the importance of "living the brand" is not expressed constantly from the beginning, no amount of training and adaptation will give the desired results.

## *Using Assets to Communicate a Message*

A district's most powerful and cost-effective engine for supporting its brand is a distinctive Web presence. District websites have become hubs where current and prospective community members access information and form their opinions about a district and its schools.

In order to present a complete and positive image, the website should clearly communicate the district's brand, showcase its successes, demonstrate consistency, and highlight the strengths and differences of its individual schools. By presenting an accurate and comprehensive portrait, a website can help drive enrollment, boost teacher recruitment and create a positive image among community members.

## *Communicate the district brand*

In many districts, people associate themselves more closely with their individual schools than with a district. Promoting the district's brand through the school websites helps strengthen the students' connection to the larger system. It also increases the district's visibility in the community.

## *Showcase successes*

FVSD's home page should prominently display a series of rotating photographs that link to success stories from across the district and includes a featured video. Photographs are the most effective medium for sharing news. Posts good news and awards, and offers interactive buttons to let the public contribute news.

### *Create consistent websites*

While the district website is the front door to the school community, most visitors also access individual school sites. For this reason, it is important to communicate the brand throughout all web pages.

On all school pages and sites, communicate the message that no matter where students might attend school, there are consistent standards, leadership and support throughout FVSD. The same commitment to student achievement is everywhere.

FVSD can feed news to school websites from the district site. For example, when test scores rise, the news is posted on all school websites. Not only does this reinforce the district's commitment to student success, it reinforces the message that it is a unified district.

### *Showcase strengths of individual schools*

Although consistency is the goal across all websites, individual schools should showcase their strengths and uniqueness. Individual schools need to be able to market their programs so parents can understand the choices available to them. Additionally, an elementary school website should look have a different look than a middle school or high school site.

### *Boost teacher recruitment*

Displaying district successes and communicating its brand also helps with the recruitment of teachers. Your website is the biggest avenue for people to learn about the district.

Your website should demonstrate that FVSD is on the cutting edge. It should demonstrate that the district is current with technology, and that is a draw for young teachers coming out of college.

### *Build confidence in the district*

The ubiquitous and instant nature of electronic communications has forever changed the way that districts manage their brand. Websites give districts the capability to tell their own stories and share their successes.

Oftentimes a web site will be the first impression a parent has about the district. Does every school reflect your message, your theme, and your goals? Sometimes multiple schools within a school district each have a Web site with its own fonts, color scheme, and logos, oftentimes making it appear that each belongs to a different district. Such variances on how a site looks will make a district appear to have no continuity and a lack of control. Districts need to break free of the environment of "whatever works and anything goes" and replace it with non-negotiable style guides that all schools must follow.

Web sites should address the needs of students, parents, and the community. Your web sites should be consistent, including statements about the school or district's vision, goals, standards, and policies as this is oftentimes a parent's first glimpse of the district as a whole. When customers visit a web site, you want to have a positive impact upon them. With a branded Web site, parents will feel specially linked to its vision and return to that trusted, familiar Web site again and again.

### The Influentials

There are too many people to communicate with in Fountain Valley to be able to do so on a consistent basis. Instead, WBC suggests focusing on communicating with what we call "The Influentials." The most influential Americans -- the ones who tell their neighbors what to buy, which politicians to support, and where to vacation -- are not necessarily the people you'd expect.

They're not necessarily America's most affluent 5% nor the best-educated 5%. They're not the "early adopters," always the first to try everything from Franco-Polynesian fusion cooking to digital cameras. They are, however, the 5% of Americans most engaged in their local communities - and they wield a huge amount of influence within those communities.

They're the campaigners for open-space initiatives. They're church vestrymen and friends of the local public library. They're The Influentials...and whether or not they are familiar to you, they're very well known to the researchers at RoperASW.

WBC will build a list of Fountain Valley's Influentials – and help them spread the word about the District. The following elements are integral steps of community outreach and communications efforts to Influentials:

- Questionnaires to gather their opinions regarding FVSD and its schools
- Targeted direct mail and handouts detailing the past successes of the schools as well as plans to strengthen them in the future
- Internal communications with FVSD administration, staff and students
- Regular e-newsletters
- Development of a communications strategy aimed at elected officials, labor unions, community organizations, business leaders and other local Influentials. This includes the development of a target contact database.
- Earned media strategy, including press releases, editorials, and interviews along with necessary media training for FVSD staff
- Creation of all necessary collateral materials such as Power Point presentations, hand-outs, talking points, FAQs, etc.

#### WBC SERVICES OFFERED

- Examination of effectiveness of current outreach methods
- Rebranding
- Logo development and graphic design
- Public outreach such as newsletters, op-eds, teacher-parent communications and questionnaires
- Influentials development and outreach
- Collaterals such as Power Point presentations, FAQs, etc.
- Branding exercises and development
- Additional communications and services as needed

WBC's consulting fee for this project will be \$5,500 per month. This fee does not include actual costs for printing, postage and graphic design.



*WBC Past and Current Clients Include:*

City of Napa  
Barstow CCD  
Yes On Measure B, Yolo County  
College Of The Redwoods  
Kern High School District  
Dublin Unified School District  
Petaluma High School District  
Ceres Unified School District  
Gateway Unified School District  
Dixon Unified School District  
Wilmar Union School District  
Live Oak Unified School District  
Vallecito Unified School District  
Atwater Elementary School District  
Napa Valley Unified School District  
San Gabriel Unified School District  
Manteca Unified School District  
Calaveras Unified School District  
Paramount Unified School District  
Desert Community College District  
Solano Community College District  
Petaluma Elementary School District  
Yosemite Community College  
District  
Palm Springs Unified School District  
Eastern Sierra Unified School  
District  
Petaluma Elementary School District  
San Bernardino Unified School  
District  
Patterson Joint Unified School  
District

Fairfield-Suisun Unified School  
District  
Roseville Joint Union High School  
District  
Rancho Santa Fe Elementary School  
District  
Point Arena Joint Union High School  
District  
Summerville Union High School  
District  
State Center Community College  
District  
Loomis Union Elementary School  
District  
Copper Mountain Community  
College District  
Victor Valley Community College  
District  
North Orange County Community  
College District  
Shasta-Tehama-Trinity Joint  
Community College District  
San Bernardino County Community  
College District  
Monterey Peninsula Community  
College District  
Rancho Santa Fe Unified School  
District  
Yuba Community College District  
Barstow Community College District  
Chabot-Las Positas Community  
College District

## QUOTES FROM OUR CLIENTS

“One of the distinguishing traits of WBC was the exceptionally high-quality and high-caliber informational and advocacy mailings. They contributed greatly to our recent successes.”

THOM ARMSTRONG, SUPERINTENDENT/PRESIDENT, COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT

“The information Bill developed for our direct mail was some of the most unique and professional I have seen. I believe Bill is a unique media consultant. He brings tremendous energy and enthusiasm to the task. He delivers what he promises.”

SUSAN A. COTA, CHANCELLOR, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

“I was very impressed with Bill’s organization, visibility, friendliness, and motivating personality. His firm is very responsive to questions and timely in getting back to the client with solutions to problems. Bill has a firm grasp on not only what is needed in large metropolitan areas, but also the needs of rural communities which so desperately need to hear the message community colleges bring.”

THOMAS A. CROW, FORMER CHANCELLOR, STATE CENTER COMMUNITY COLLEGE DISTRICT

“Bill Berry personified a ‘can-do’ attitude...He is an absolute expert in communications. He gave us the personalized, hands-on attention we needed; he delivers what he promises.

KIRK AVERY, PRESIDENT, RET., MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

“I was impressed with the professionalism shown by Bill and his associates; they recognized that our area was unique and different than all other communities and adapted their strategies to fit the culture of our community. The materials they put out, the outreach efforts, which they made, helped to raise the profile of our colleges.”

DONALD L. SINGER — SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

## ABOUT WBC

At WBC, we pride ourselves on providing personal, hands-on attention to our clients; that includes our unique philosophy of not handing responsibilities of managing projects off to entry-level staff.

As founder of WBC, Bill provides strategic advice, communications and campaign planning. Bill has 20 years of experience managing marketing and advertising campaigns as well as producing television, radio, and print media.

Recipient of numerous awards, Bill has managed dozens of education bond and tax campaigns throughout California. Bill's expertise in local government campaigns has led to over \$6 billion of funding for public schools throughout California.

Our campaigns have been the subject of reports on The News Hour with Jim Lehrer, VH-1, the San Francisco Weekly, Campaigns and Elections Magazine, the Association of Community College Trustee Magazine, and numerous other local media outlets. Bill has also conducted workshops and has been a guest lecturer for the University of California at Davis, The University of San Francisco, California State University at Chico, Campaigns and Elections Magazine, The Initiative & Press Seminars, and The Coalition for Adequate School Housing. Bill has also conducted long-term seminars on campaigning and coalition building in emerging democracies such as Ukraine and Albania on behalf of the National Democratic Institute (NDI).

Assisting Bill is WBC Senior Consultant Jennifer Goldman. Jennifer has managed campaigns for over 17 years. With accomplishments ranging from managing successful statewide direct mail efforts, to fundraising for congressional candidates and managing successful bond campaigns for school and community college districts, Jennifer ensures that our visions are effectively implemented.

Of counsel is Dr. Donald Averill, former Chancellor of San Bernardino Community College District.



## PROPOSAL

# COMMUNICATION PLAN

Strategic Communication Activities to Promote  
Awareness and Support for the Fountain Valley School District

## About the Firm

Communication Resources for Schools was founded in 1996 by nationally recognized school public relations and communications expert Tom DeLapp. The firm specializes in providing communications counseling, communication planning, reputation management, public engagement, awareness building campaigns, and crisis communications assistance for public school districts, county offices of education and educational organizations. Since 1996, Communication Resources for Schools has developed consulting relationships with and served as a communications counselor to over 420 school districts and educational organizations in California, eight other states across the country, and the province of British Columbia.

The principal objectives of the firm are to cultivate a communicating culture in schools, enhance the communications capacity of school leaders, build stronger community ties to education, and develop sustainable public relations/communications programs for school districts.

Mr. DeLapp is a 40-year veteran of the educational communications industry and was recently named the 2013 recipient of the NSPRA President's Award, the highest honor bestowed by the National School Public Relations Association. He is the former Assistant Executive Director for Membership/Communication of the Association of California School Administrators (ACSA). He currently serves as Vice President for Strategic Planning, Programs and Fund Development for the statewide California Consortium of Education Foundations (CCEF). *(see attached Company Profile for further background, experience, and expertise)*

## Background

The Fountain Valley School District has established a priority to create and implement a Strategic Communication Plan to guide its efforts in the coming years to raise the district's profile, increase the district's capacity for 21<sup>st</sup> Century technology in the district, and support the Fountain Valley Education Foundation. A cornerstone of that plan is positive and proactive communication so that key internal and external stakeholders are sufficiently informed about, engaged in, and supportive of the district's strategic vision. The communication strategy outlined in this proposal involves establishing ongoing communication to advance and achieve the district's major goals for student learning, operational effectiveness, financial stewardship, and organizational development.

## Communication Plan Goals

The goals of the district communication plan are to:

- Increase public confidence in the Fountain Valley School District by educating key audiences and individuals about the District's strategic plans, measurable outcomes, and efforts to improve educational performance.

- Ensure that the Fountain Valley School District is recognized publicly for providing exceptional 21<sup>st</sup> Century educational opportunities to its diverse population of students.
- Develop greater understanding and support among employees for the District's vision, mission, goals, and strategic plan so that these beliefs are reflected in their daily work with students, parents and colleagues.
- Build awareness about the District's technology needs and plans to enhance its infrastructure to benefit student learning and 21<sup>st</sup> Century teaching.
- Create messaging and public awareness that enhances the capacity of the Fountain Valley Education Foundation (FVEF) to focus community support behind the district's 21<sup>st</sup> Century education initiatives and technology needs.

## Communication Plan Objectives

The specific objectives of this communication plan are to:

- Create positive dialogue within the community about the changes and improvements occurring in the District and build credibility for the District among target audiences. Develop increased community support for the District from the business, social services, and non-profit sectors through relationship marketing and reputation management practices.
- Implement strategies and techniques to integrate communication efforts and methods across the District that articulate persuasive messages about the needs and accomplishments of the District.
- Provide communication skill-building training and professional development opportunities for administrators and support staff to improve the communication capacity of the leadership team.
- Develop and deliver informational print and electronic tools that can be used by the FVEF as it works to garner greater financial and public support for the school district.
- Cultivate and sustain positive relationships with the traditional and non-traditional news media, social networking, and information sources that result in accurate and enhanced coverage of District issues, needs, and accomplishments.
- Develop a public information system and networking opportunities that inform parents and caregivers about District programs, policies, and services so they are empowered and engaged as effective partners in the learning process.
- Support district departments, schools, and key personnel in communicating their key messages and information effectively.

## Communication Plan Elements

Effective communication plans for public schools utilize four key components:

### 1. Research & Messaging

This will involve analyzing current communication methods and techniques, clarifying and defining what the public needs and wants to know about FVSD, and crafting key messages that are responsive to those informational needs.

### 2. Planning & Plan Management

This involves creating specific action steps, designing communication tools, developing workable timelines and deadlines, assigning tasks and budgeting resources to support the communication function. The communication plan must employ mass and interpersonal communication initiatives using traditional and multimedia methods to reach internal and external audiences. The plan should also define management overview for quality control and accountability.

### 3. Implementing Best Practices

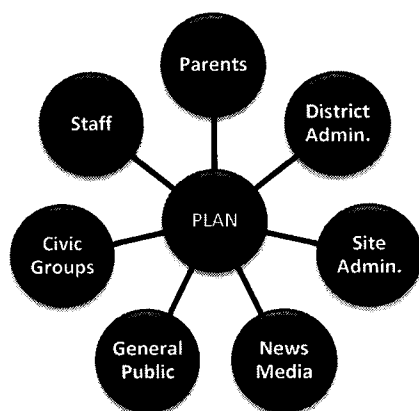
Communication should not be a series of reactive efforts, but should be coordinated and integrated into an awareness building campaign with an ongoing structure. Not everything worth doing is worth doing immediately. Implementing the communication plan must account for available time, personnel, and resources and should rely on realistic time tables. The larger goal of the communication plan is to build in communication capacity within FVSD so that communication and community engagement efforts become sustainable, replicable and reliable.

### 4. Evaluation & Continuous Improvement

It is important to be able to measure progress and effectiveness as the plan is implemented. Appropriate oversight, program review, monitoring, and reporting systems can help keep the communication program on track and accountable. It can also create a communicating culture within the district as stakeholders become more involved in seeing measurable results.

## Message Mapping and Targeted Messaging to Stakeholders

The plan envisions tracking and disseminating key messages to stakeholders and constituencies by:



- ▶ Timely & Accurate Public Information Dissemination
- ▶ Opportunities for Engagement & Involvement
- ▶ Transparency & Easy Access to District Information
- ▶ Integration of Communication Vehicles & Methods
- ▶ Coordinating School Site-Based Communication
- ▶ Customer Service & Relationship Marketing
- ▶ Proactive Use of Key Communicator Networks
- ▶ Communication Capacity & Skill Building for Staff
- ▶ Monitoring & Evaluating Communication Effectiveness

Message mapping involves monitoring the delivery and reaction to key messages from a variety of district stakeholder interests and individuals. Constituencies and leaders/groups within those constituencies are identified and catalogued in a Key Communicator Network database.

Appropriate two-way communication methods, devices, and techniques are then used to reach these audiences and engage them in the District's key messages. The goal is to have the district's key messages clearly resonate with employees, parents, and community leaders. Periodically, the district will use evaluation methods and surveys to track awareness, understanding, and support for the District's key messages within target audiences.

The first step will be for the leadership team and influential stakeholders to identify the essential key messages that the district wants to convey. Then, the team will research and portray the data and indicators of success that support and validate those messages. The district leadership team will work with the Communications Consultant to create specific key messages at the start of the 2013-14 school year.

Key message areas will include:

- Academic Achievement & School Performance
- Common Core Standards & Instructional Innovation/Improvement
- Prudent Fiscal Management & Budget Priorities
- Quality Staffing & Leadership
- School Safety & Student Support
- Facilities & Technology Infrastructure

The plan envisions a blend of broad-based awareness building and public information for the general public with audience-specific outreach and communication to engage and inform opinion leaders and targeted audiences.

## Consulting Proposal

As communication counsel, Communication Resources for Schools will assist the Fountain Valley School District to develop sustainable, cost-effective, high-impact communication methods and programs. Client districts usually establish a target financial commitment that sets the range and level of services desired. Specific elements of the communication plan are then tailored to meet the district's needs and internal staffing capabilities. Typically, the design and initial implementation of the communication plan reflects a base consulting budget of \$20,000 against which the district is billed at an hourly rate of \$150 plus and expenses. In this way, the superintendent can set priorities and monitor progress. Costs for print materials, design, distribution, and related program elements are budgeted separately by the district. Professional work under this contract will be performed by Tom DeLapp personally.

The firm looks forward to the opportunity to work with the leaders of Fountain Valley School District to build public and stakeholder awareness about its technology and educational needs and objectives.



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### ***Profile of Thomas K. DeLapp, president***

A veteran of the communications industry with over 40 years of experience in both the public and private sectors, Tom DeLapp draws on a wealth of expertise and a national reputation as one of the premier school public relations professionals in the country. Mr. DeLapp is a highly sought after keynote speaker and workshop presenter on communication and education trends. On average, he delivers 50 training programs per year for individual school leaders, management teams, and district employees.

Tom founded Communication Resources for Schools in 1996. The firm specializes in communication counseling, strategic planning, reputation management, public engagement, publications and media production, and crisis communications assistance for public school districts, county offices of education, and educational organizations. Since 1996, the firm has developed consulting relationships with and served as a communications counselor to over 400 school districts and educational organizations in California, eight other states across the country, and the province of British Columbia.

The principal objectives of the firm are to cultivate a communicating culture in schools, enhance the communications capacity of school leaders, build stronger community ties to education, and develop sustainable public relations/communications programs for school districts.

#### ***Summary of services performed by the firm:***

- Communications audits/needs assessments conducted in 40 school districts.
- Communications, public awareness, and marketing plans developed in over 100 school districts.
- Writing and designing community newsletters, annual reports, staff bulletins, e-newsletters, brochures, and video projects for over 400 districts.
- Crisis communications counseling and assistance in labor negotiations, personnel actions, campus crime situations, natural disasters, district unification or attendance boundary disputes, campus health and environmental concerns, and facilities bond elections. Tom served as a communications advisor for the Jefferson County Public School Schools during the Columbine HS tragedy in 1999. He was the chief media relations advisor to the Marysville Joint Unified School District for the shooting tragedy at Lindhurst High School in 1992. He has been on the front line in nine teacher strikes and assisted dozens of school districts in dealing with other high profile public education controversies.
- Over 500 training workshops and presentations to district leadership teams and staff on media relations, community relations, public engagement, communications planning, confrontation & crisis management, marketing, customer service, student academic performance, and accountability. Since 1989, over 500,000 educators have attended Mr. DeLapp's speeches, seminars and training programs.



## ***Professional Experience & Expertise***

Prior to founding Communication Resources in 1996, he spent eight years as Assistant Executive Director for Membership/Communications with the Association of California School Administrators, the statewide professional organization representing over 15,000 superintendents, administrators, principals, confidential employees, and classified managers in California's public schools. During his tenure with ACSA, Tom worked in all of California's 58 counties and met with every one of ACSA's 200+ local charters and regions. He traveled over 500,000 miles within California meeting with school district leaders, local association chapters, and educational organizations.

In that capacity, he was responsible for ACSA's strategic communications, membership development, publishing, marketing, media relations, crisis communications assistance, awards programs, television and radio public service announcements, video and audio projects, speech writing, and the award-winning public image campaign, "Educating California." He was responsible for a monthly magazine, weekly newspaper, and marketing materials for over 150 ACSA products, services, and programs. Under his direction, ACSA developed a very sophisticated, state-of-the-art desktop publishing system that put ACSA within the top 10% of the country's newspapers in pre-press technology.

For 25 years, ACSA has relied on Tom's expertise as a featured presenter at the association's professional development academies for aspiring superintendents, principals, labor negotiators, classified leaders, and human resources administrators. Many of them still refer to his "content rich" handouts as their go-to reference for handling media relations, marketing and public engagement.

Prior to joining ACSA in 1988, Mr. DeLapp was a partner for ten years in managing a public affairs communication and publishing firm in Sacramento serving clients in the public and private sectors, including state agencies, trade and professional associations, lobbyists, businesses, and the California Legislature. His company had the dubious distinction of publishing 70% of California legislators' constituent newsletters.

Mr. DeLapp is a product of the public schools in Los Angeles, graduating from Westchester High School in 1969. He received his undergraduate degree in 1973 in American History from the University of California, Irvine, where he served as student body president and chairman of the statewide UC Student Body Presidents Council. In that role, he got to discuss the needs of public education with Governors Ronald Reagan and Jerry Brown at meetings of the UC Board of Regents. Mr. DeLapp received the "Lauds & Laurels" Outstanding Senior Award from UC Irvine in 1973. He is a former director of the University of California Student Lobby (1973-75). Tom later served as General Manager of California Research (a capitol-based consulting firm), and Editor of the Public Employment Relations Reporter, State Mandate Reporter, California Finance Report, Prop. 13 Impact Reporter, and Campaign Law Reporter newsletters.

From 1998 to 2001, Mr. DeLapp served as a member of the executive board of the National School Public Relations Association as Vice President of the Southwest Region. He has served a past-president of the California School Public Relations Association and a member of NSPRA's Emerging Issues Committee and Communications Accountability Project steering committee. He was a founding member and served four years on the steering committee of the Principals Public Relations Network of the National Association of Secondary School Principals.

Tom is clearly seen as a thought leader in public education and the school communications profession and cares deeply about the success of his colleagues. Tom personally has been responsible for the creation of dozens of school PR jobs in California because of his tireless advocacy for the profession in his communication audits and consulting work with school superintendents, school board members, and administrators.

In 2004, Tom DeLapp was recognized as Outstanding Communicator of the Year by CalSPRA. In 2006, he was awarded NSPRA's Barry Gaskins Legacy Mentor Award recognizing his many contributions to and support for his school public relations colleagues. In 2013, he is the recipient of the President's Award, NSPRA's most prestigious recognition for lifetime contributions to the school public relations profession.

Tom has been a life-long active volunteer in his community. As a youth, he earned the rank of Eagle Scout in the Boy Scouts of America. While still in high school, he was named by the Los Angeles Area Council to be the primary coordinator (senior patrol leader) of the county-wide Cedar Badge Youth Leadership Training Program for local BSA scout troops. During his four years leading that program he oversaw leadership training for nearly 800 of his fellow Scouts. In 1995, Tom was awarded the Silver Bear Award of Merit recognizing his many years of volunteer/leadership service as an adult Scout leader in the Rio Del Oro/Golden Empire Council.

Tom also served as the first youth member of the Board of Directors of the Westchester YMCA (Los Angeles). He has been a member of the University of California, Irvine Alumni Association Board of Directors and was one of the founders of the annual University of California system-wide Alumni Legislative Action Day.

Recently, Tom has stepped up to help cultivate and grow education foundations in California. Since 2009, he has served on the Board of Directors for the California Consortium of Education Foundations and now serves as its Vice President focusing on strategic planning, programs, and fund development. Tom helped create the Rocklin Educational Excellence Foundation supporting his community's public school system, and has served for five years as its first chairman.

Tom married his high school sweetheart Jan, who is a professor of early childhood education at American River College in Sacramento. As a state-level consultant, she has been an instrumental leader in integrating standardized competencies into a fully aligned ECE curriculum for the California Community Colleges and CSU systems. Their daughter Kathryn is a graduate of the Hartt School of Performing Arts at the University of Hartford in Connecticut and received her Master's Degree in Theater Education from CCNY in 2013. She is pursuing a career in musical theatre and teaching in the New York City public schools. Their son Kevin earned his undergraduate degree from the University of California, Santa Cruz and was awarded his PhD from Duke University in 2006. He is now a tenured Professor of Philosophy at Converse College in Spartanburg, South Carolina.

### ***Professional Accomplishments***

Tom has left his mark on public education communications and public relations in many ways:

He has been a tireless advocate for the school communication profession within California's public schools. He founded the ACSA School Public Relations Institute; an annual two-day professional development program in collaboration with the California School Public Relations Association and helped develop and promote the Week of the School Administrator recognition program.

The awareness and recognition program called "Every Student Succeeding" by ACSA was launched in a conversation between Tom and then Assistant Executive Director Jane Zinner 25 years ago. The two of them saw a need to defeat the stereotype about poor performance in public schools and the myth about bureaucracies being disconnected from the learning environment. Recognitions are given annually for teams of educators that work collaboratively to ensure that students with obstacles and challenges succeed in school. It was launched well before the advent of No Child Left Behind around the concept that we leave no child behind. The program has been in continuous operation since then.

Similarly, Tom showed insight into the PR profession by creating and underwriting the development of NSPRA's New Professionals Program that is offered each year at the national seminar. Tom and his colleague Bob Noyed from Minnesota were the driving force in developing the curriculum and serving as

the program's first featured presenters. That program has now been in continuous operation for almost 15 years and has trained over 200 new PR practitioners on the theory and practice of effective school public relations. Tom has been a featured presenter at many state NSPRA chapter conferences across the country over the years, often waiving his speaker's fee.

Tom's workshops at the NSPRA Seminar always play to a packed house. He has shared his insights on the communicator's role in collective bargaining situations, communication planning, dealing with difficult people and toxic situations, time management, communicating during crises and high-profile personnel situations, and ethical communication practices.

He has authored NSPRA's Tip Sheet on Collective Bargaining Communication and the Reputation Management chapter in NSPRA's publications. Recently, Tom was featured with NSPRA Executive Director Rich Bagin on a radio program discussing his blog on "20 ways it's harder to run a school district than a business." Several years ago, Tom was asked to serve on a small high level strategic planning task force to help reshape the future of NSPRA.

On average Tom delivers 50 workshops a year for school leaders and has trained over 500,000 educators and school board members in effective PR practices and techniques over the past 40 years. One of his trademarks is to provide workshop attendees a "Get Out of Jail Free" card to call him in a difficult situation to receive 15 minutes of free consulting. He has been featured in NSPRA's webinar series discussing collective bargaining.

Some of Tom's featured workshop topics include:

- Where Did The Time Go? Time Management for School Leaders
- CPR for a Toxic Workplace: Communication, Protocols & Responses to Deal with Difficult People
- Managing Your Message in a Mixed Media World
- Marketing Your Schools as Schools of Choice
- Communication Not Confrontation: Leveling the Playing Field in Labor Negotiations
- Communicating Leadership: Techniques & Protocols for School Boards and Superintendents
- Am I Doing the Right Thing? Communicating Ethics
- Achieving Critical Mass: Embedding a Positive Reputation in the Community
- Staying out of the Briar Patch: Making Dollars Make Sense to the Public

Tom is a regular presenter for the Rossiter School of Education at USC, the School Employer's Association of California negotiators certificate program, California Small School Districts Association conference, and numerous other university and association programs.

Tom pioneered the concept of using a "Communication Walk" to assess and upgrade customer service in public schools and district office. Since 1997, his video, "*Take a Communication Walk through Your Schools*," has been used by school districts across the state to improve their curb appeal and enhance their messaging by letting their buildings "speak for themselves."

### ***A few other tidbits about Tom:***

He has logged over 1,000 miles backpacking over the years and has climbed Mt. Shasta seven times, Half Dome three times, and Mt. Whitney four times. In 2009, he and his son Kevin completed a 230-mile backpacking trip on the High Sierra's John Muir Trail.

He is the author of a copyrighted Broadway musical comedy script "*Tipping the Scales*" dealing with reality TV and weight loss. He is currently writing three leadership books:

- "*Am I Doing the Right Thing? A Guide to Communicating Ethics*"
- "*Take A Hike! Lessons Learned Above 10,000' About Life, Leadership & Legacies*"
- "*Split Second Leadership: Making Tough Choices on Short Timelines.*"

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STRATEGIC COMMUNICATIONS | COMMUNITY ENGAGEMENT

## CONFIDENTIAL PROPOSAL

August 6, 2013

**To: Marc Ecker, Ph.D.**  
**Superintendent, Fountain Valley School District**

**Fm: Lynn Davis**  
**Senior Advisor, CliffordMoss LLC**

**Re: Proposal for Increasing District's Profile in the Community**

The Fountain Valley School District (FVSD) seeks “to raise the school district’s profile through increased media presence and community involvement which will manifest itself in heightened recognition by the business sector and constituents as to the value of the Fountain Valley School District” as described in the unanimously adopted Board Interests of its Board of Trustees.

CliffordMoss and its key staff of experienced advisors have assisted several school districts in addressing strategic communications challenges and strengthening community engagement. The specific team that will lead our effort in working with the Fountain Valley School District has a unique combination of strategic communications, community engagement, nonprofit management and fundraising expertise that is particularly well suited to the goals and objectives laid out by the Fountain Valley School District Board of Trustees.

### **Current Status**

The Fountain Valley School District is consistently the highest performing elementary school district in Orange County, and always one of the best performing school districts overall. With only ten schools, the FVSD has been awarded EIGHT Distinguished School honors by the State of California within the past ten years. The school district has been recognized internationally as an educational leader, with educators in China seeking to exchange teaching techniques and strategies with your educators. You have a solid leadership team that acts entrepreneurially through such initiatives as the Chevron related energy conservation project. These and numerous other measures – some day-to-day, some more involved – demonstrate the high value that the Fountain Valley School District provides to the families, businesses and other members of your local community. Unfortunately, these facts are not as widely known and recognized by your community as they deserve to be.

*Let us tell your story.*

Clifford Moss LLC. 5111 Telegraph Avenue, No. 307, Oakland, CA. 94609. [www.cliffordmoss.com](http://www.cliffordmoss.com)

In addition to correcting this situation, you have a strong interest in engaging the local business community and others in a two-way dialogue to assure that they understand how you are supporting their future needs AND to provide them the opportunity to clarify and expand upon your understanding of those needs.

### **Benefits of an Effective Communications Initiative**

We anticipate the following benefits as a result of adopting our proposed CliffordMoss program of systematic strategic communications and community engagement:

1. A better understanding among stakeholders in your community of the high value added provided by the Fountain Valley School District.
2. Effective teamwork with the broader community in defining the longer-term needs for educational outcomes and the resources required to achieve those outcomes.
3. Stronger and wider participation by the business sector and other community members in the fundraising of the Fountain Valley Educational Foundation and your local schools.

### **Who We Propose to Engage**

We propose to engage several different community groups through our mutual efforts. These are most easily thought of in two categories – those already oriented toward your schools, and those that are not.

1. School-Oriented Community Groups
  - a. Principals & Administrators
  - b. Teachers
  - c. Classified Employees
  - d. Parents – particularly via PTA/PTO, and also nonparticipants
  - e. Students
  - f. Education Foundation – board, donors, other participants
  - g. Vendors
  - h. Alumni
  - i. Alumni Parents
2. Outside Community Groups
  - a. Chamber of Commerce
  - b. City Council
  - c. Opinion Leaders
  - d. Assistance League
  - e. Service Clubs: Rotary, Woman’s Club, Historical Society, Kiwanis, Elks
  - f. League of Women Voters
  - g. Realtors
  - h. Fountain Valley Seniors Club and other senior citizens
  - i. Taxpayers – in official groups and also nonparticipants
  - j. Largest local employers – particularly those utilizing technology
  - k. Business owners living locally as well
  - l. Fountain Valley Community Foundation & other influential local non-profits
  - m. Orange County Register and other media
  - n. Local bloggers and online communities

As we get to know your community even better, we will likely find other organizations that Fountain Valley School District will want to engage.

### **Public Communications Strategies**

1. Begin with the AUDIENCE in mind.
  - a. Meet on their “home turf” when possible.
  - b. Use methods that are convenient to them (including electronic & social media)
  - c. Utilize interactions that they may already have with your schools
  - d. Address THEIR interests, as well as that of your schools.
2. Be strategic and “big picture” in focus.
3. LISTEN in all directions: Respond to concerns, criticisms, questions, and suggestions.
4. Implement “Continuous Improvement” - continually seek ways to improve how we engage and educate the community – doing so consistently.

### **Communications & Engagement:**

Our experience tells us it is not sufficient to talk at people or “send messages” or information to each of these stakeholder groups. We must generate two-way communications. Listening and engaging in ALL directions is ultimately more useful. Our goal will be engagement with FVSD by key stakeholders representing many groups and perspectives.

### **Proposed Work Plan:**

Our goal is to both expand and simplify the Fountain Valley School District’s communications and community engagement program. Our vision features a cost effective, focused and comprehensive effort that delivers results via technology and connectivity with functions and activities that FVSD staff already perform. To that end, we propose to work with FVSD to accomplish the following steps:

#### 1. Communications “Audit”

We will start by performing a strategic audit of the District’s existing communications as well as opportunities for communication that are utilized by FVSD during any given month. We will look for opportunities to enhance existing efforts include key District messages in outgoing communications at the teacher, school and district levels.

#### 2. Community Inventory

We want to gain a comprehensive understanding of all of the elements of the broader community that FVSD serves. We particularly want to identify any and all groups with whom we should be communicating, as well as ways to reach those groups in a low cost and effective manner. We will also inventory existing community meetings and events at which FVSD could have a positive presence with a bit of planning and preparation.

### 3. Fountain Valley Educational Foundation (“Foundation”)

The Fountain Valley School District desires to coordinate its strategic communications efforts with the Fountain Valley Educational Foundation and increase the fundraising capabilities of the Foundation. Accordingly, we will help FVSD include information about the Foundation as appropriate in FVSD communications. We will work with the officers and directors of the Foundation to assist them in developing a fundraising and organizational growth strategy through training, informational meetings that “benchmark” Foundation activities against other successful educational foundations, and monthly consulting meetings. We will conduct these supporting activities in accordance with the highest ethical standards of the Association of Fundraising Professionals and CFRE organizations, which require that we make it clear that we are making no promises or commitment of any particular fundraising results.

### 4. Opportunity Identification

We will continually seek to identify as many communications opportunities as possible, including exploring such options as local newspapers, bloggers or web sites focused on the Fountain Valley community, Facebook pages serving school oriented groups, e-mail and other newsletters that may exist or be created. We will look for ways to get your message out via other groups as well, such as the Education Foundation, or inviting local service groups to forward e-mail news about Fountain Valley schools to their members, etc. We will assist FVSD in developing a comprehensive e-mail address list of stakeholders and community members.

### 5. Public Presentations

CliffordMoss will support FVSD senior staff in delivering at least one public presentation annually to each of the groups identified through the Community Inventory by helping craft an annual “community groups” presentation. We will assist in setting up the event, preparing the presentation, and will attend the event to gauge audience response for the first three groups. Thereafter, we will transition these responsibilities to a designated staff member or community volunteer.

### 6. Targeted Special School Meetings

There may be groups that FVSD would desire to reach but who may not have an adequate organization or other group that you can address. In such cases, we will assist you to create targeted Special School Meeting opportunities where we work to invite members of such groups to tour one of your schools, attend a presentation, and engage in a two-way dialogue about the status of Fountain Valley schools and how you serve the community and wish to serve it better. Groups may include local senior citizens, taxpayers, or particular business groups. We may find a need to extend this further into the creation of a completely new event – such as a “state of the schools” event sponsored perhaps by the Education Foundation to give us the opportunity to communicate with the necessary groups.

## 7. Utilize Existing Programs

We will also look for ways to take your existing programs and make them more effective tools for public engagement and communications. These may include already existing newsletters, the Principal for a Day program, 8<sup>th</sup> grade promotions, and so forth.

## 8. On-Line Easy “Good News Reporting”

We will establish a method for principals, teachers, coaches and involved parents to provide a stream of “good news reports” of student, teacher and school successes that can go into one central location for use across a multitude of communications methods, including e-mail and printed newsletters, Facebook news feeds, Twitter, and other tools. Care will need to be taken to assure that when names and photographs of individuals – particularly students – are included, that you have a record giving permission for the inclusion of that information in public media.

## 9. Tools and Stories for Staff and Parents

Principals, teachers, classified employees, parents and older students already have an interest in communicating “good news” about Fountain Valley schools to people they know and interact with on a daily, weekly and monthly basis, including friends, neighbors, and others with whom they associate. One of our objectives will be to help you with ways to assist these natural allies in communicating positive messages about your schools by giving them suggestions, stories and tools to help them do this.

## 10. Report & Evaluation

We will work with senior staff on a monthly basis to evaluate what we have accomplished - including what has worked and what needs to be improved - so that FVSD can quickly develop its professional capacity for strategic communications. We will prepare a brief written report as well as meet with Superintendent Ecker and key District leaders to document and evaluate our mutual progress. We will also adjust our activities for the coming months to focus heavily on those that are agreed to provide the most opportunity for successful communication, so that both staff time and consultant time is spent in the most effective manner possible.

### **Goal: Multi-Level Stream of Communications Opportunities**

The result is intended to be a stream of different communications strands from the Fountain Valley School District to the community, such as:

1. Periodic (eventually annual) strategic “state of the schools” presentations to several key groups that present a long-range strategic overview of the status, contributions, needs and plans of the Fountain Valley School District.
2. Monthly electronic newsletters and articles keeping stakeholders informed concerning the Fountain Valley School District, including individual school newsletters and a periodic column from the Superintendent.
3. An electronic method for gathering incoming “good news” from district employees, parents and students on an ongoing basis.



4. A continual (at least weekly) outflow of “good news” articles via Facebook, Twitter, opt-in e-mail lists, news releases, to and through numerous media.

**We are confident that we can help the Fountain Valley School District achieve success with excellence in meeting the Board of Trustee’s stated interest “to raise the school district’s profile through increased media presence and community involvement which will manifest itself in heightened recognition by the business sector and constituents as to the value of the Fountain Valley School District.”**

## **Our Team**

At CliffordMoss our core focus is on strategic communications and community engagement that recognizes the unique aspects of each local community. We are not the typical communications strategy “corporation”. CliffordMoss is a small, boutique firm that brings a spirit of innovation to our work to continuously challenge the conventional wisdom that other public affairs firms generally practice. Like the speedboat that moves quickly and nimbly over chopping open waters to reach its target, CliffordMoss helps you stay focused and nimble - and do what it takes to achieve success in OUR community and FOR our community.

Our CliffordMoss project leaders bring 50 years of combined experience working with a wide array of clients, including years of experience guiding school districts and others successfully through thorny communications issues. We do not believe in cookie-cutter, over-the-counter prescriptions for our major initiatives. Instead, we design a unique program for each of our projects. We believe people support what they help create. We will enhance proven techniques with cutting edge technology, innovative approaches to new media and robust online tools.

### Your Senior Advisor - Lynn Davis

Your Senior Advisor for this project will be Lynn Davis. Lynn has been engaged in education for nearly 15 years, serving first on the board of a private school in Orange County, as well as on the board of several educational non-profit groups. For the past ten years, Lynn has been a Trustee of the Tustin Unified School District. He demonstrates a high level of engagement with and understanding of local communities in seeking common ground for moving public education forward towards the higher levels of student achievement that our community, state and nation will require for its future. Lynn has demonstrated his understanding of strategic community communications, engaging a wide variety of stakeholders in improving student achievement. Lynn holds a B.A. from Claremont McKenna College (Magna Cum Laude) with Honors in Mathematics and a M.B.A. with High Distinction from Harvard Business School. Professionally, he brings over 20 years of managerial and executive experience in the technology industry, including product management, business-to-business marketing, finance and general management, for such industry giants as IBM and Lockheed Martin, to start-up firms in B2B Internet commerce and medical technology.

Lynn's extensive strategic communications experience across private industry, public sector and nonprofit environments combined with his local knowledge of Orange County and Fountain Valley and his perspective as a school district Trustee in Orange County make him remarkably suited to assist the Fountain Valley School District in meeting its strategic communications and community engagement goals in today's challenging environment.

Nonprofit Fundraising and Management Advisor – Mike Davis, CFRE

Mike Davis (no relation to Lynn Davis) is a proven veteran in the managing and fundraising for educational nonprofit organizations. He has over two decades of experience in this field, including growing a small local organization to achieve significant success to having fundraising responsibility covering eight states for a national educational nonprofit. He has exceeded fundraising goals consistently, raising three million dollars in the last instance. Mike is a long-time member of the Association of Fundraising Professionals, is a Certified Fund Raising Executive (CFRE), and has specific certification and education in nonprofit management, supervision and fund-raising from Cal State Los Angeles and the University of California Irvine. He has conducted seminars, workshops and facilitated nonprofit board groups in the areas of strategic planning, executive recruitment and selection, fundraising, staff and board development. A resident of Irvine, he is familiar with Orange County and surrounding areas. Mike is uniquely well suited to assist the Fountain Valley School District in working with its volunteers to envision, develop and grow the Fountain Valley Educational Foundation into a strong strategic partner that plays a vital role in your community.

Lynn and Mike have also worked together on numerous projects for a variety of nonprofit organizations dedicated to education for more than a decade now, and together provide you with a set of expertise, knowledge, experience and dedication to the success of the organizations they serve that is particularly well suited to the specific circumstances and goals of the Fountain Valley School District Board of Trustees as expressed both in their formal board interests and in their recent discussions regarding goals for community engagement and more successful strategic partnerships with the Foundation, local businesses and other community groups.

Additional Support - Provided By CliffordMoss

While your day-to-day point of contact will be Lynn Davis, this project will receive additional support from CliffordMoss principals Bonnie Moss and Tom Clifford.

Bonnie is a 25-year veteran of successful local public marketing and communications efforts that have created impact and positive results across hundreds of communities in California and the nation. A native of California, she attended MIT and Wellesley College, graduating from Wellesley with a BA in Urban Studies. Bonnie's consulting career was built on a foundation of seventeen years in private sector community relations leadership positions and eight years as a local school board trustee in Northern California. In 1999 Bonnie moved directly into public sector strategic communications consulting with a leading California firm where she found enormous success combining her personal and professional passions. After guiding hundreds of projects to successfully reach the goals of their sponsors over the next twelve years, in 2012 Bonnie left with partner Tom Clifford to form CliffordMoss. Bonnie lives in Hayward, California.

Tom Clifford is an attorney and community engagement strategist with over a decade of experience working with clients seeking success in the public sector. Tom graduated from UC Berkeley, worked in the State Capitol and served as a CORO fellow before completing a joint degree in law at UC Berkeley (Boalt Hall) and public policy at Princeton University. Tom practiced public law and litigation at Bingham McCutchen in San Francisco for several years before moving into strategic communications consulting with a leading California firm. In 2012 he formed CliffordMoss with partner Bonnie Moss. Tom enjoys working on thorny communications and governance issues that tap his problem-solving, strategy and legal expertise as a seasoned attorney who served as outside counsel to state and local governments. Tom grew up in Chico, California and now lives in Oakland with his wife and three children.

**Project Fee & Investment:**

The professional consulting fee for these services will be:

- \$5,000 per month for Professional Fees for the first four months, and
- \$3,000 per month for Professional Fees thereafter, as well as
- Pre-approved business expenses if any are necessary, which shall NOT include travel within Orange County or items that would be normal office expenses of CliffordMoss.

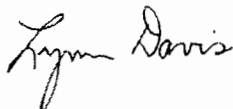
These fees are for professional consulting services and would not include additional projects that FVSD and CliffordMoss may later deem desirable, such as extensive video production or large scale postal mailing or professional photography project. Should FVSD decide to carry out such projects, CliffordMoss would provide professional advice within its expertise and consistent with this proposal, and assist FVSD as desired to identify ways to meet any such identified needs at reasonable cost, likely via other vendors with our assistance. Any such items would be specifically approved by FVSD administration prior to any costs being incurred on your behalf.

We ask that FVSD make at least a three-month commitment to the success of this effort. Thereafter, we would continue to work at the will and discretion of Marc Ecker, FVSD Superintendent, provided that both parties would agree to provide a minimum one-month notice of any termination of our relationship.

**Thank You!**

Thank you for the opportunity to submit this proposal. We are confident that we offer many exclusive advantages in helping you reach your goals that you can get from no other team. We are ready to start working with you immediately!

Sincerely,



Lynn Davis  
Senior Advisor  
CliffordMoss LLC  
714.552.1785

# AFP Code of Ethical Principles and Standards



## ETHICAL PRINCIPLES • Adopted 1964; amended Sept. 2007

The Association of Fundraising Professionals (AFP) exists to foster the development and growth of fundraising professionals and the profession, to promote high ethical behavior in the fundraising profession and to preserve and enhance philanthropy and volunteerism. Members of AFP are motivated by an inner drive to improve the quality of life through the causes they serve. They serve the ideal of philanthropy, are committed to the preservation and enhancement of volunteerism; and hold stewardship of these concepts as the overriding direction of their professional life. They recognize their responsibility to ensure that needed resources are vigorously and ethically sought and that the intent of the donor is honestly fulfilled. To these ends, AFP members, both individual and business, embrace certain values that they strive to uphold in performing their responsibilities for generating philanthropic support. AFP business members strive to promote and protect the work and mission of their client organizations.

### AFP members both individual and business aspire to:

- practice their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust
- act according to the highest goals and visions of their organizations, professions, clients and consciences
- put philanthropic mission above personal gain;
- inspire others through their own sense of dedication and high purpose
- improve their professional knowledge and skills, so that their performance will better serve others
- demonstrate concern for the interests and well-being of individuals affected by their actions
- value the privacy, freedom of choice and interests of all those affected by their actions
- foster cultural diversity and pluralistic values and treat all people with dignity and respect
- affirm, through personal giving, a commitment to philanthropy and its role in society
- adhere to the spirit as well as the letter of all applicable laws and regulations
- advocate within their organizations adherence to all applicable laws and regulations
- avoid even the appearance of any criminal offense or professional misconduct
- bring credit to the fundraising profession by their public demeanor
- encourage colleagues to embrace and practice these ethical principles and standards
- be aware of the codes of ethics promulgated by other professional organizations that serve philanthropy

## ETHICAL STANDARDS

Furthermore, while striving to act according to the above values, AFP members, both individual and business, agree to abide (and to ensure, to the best of their ability, that all members of their staff abide) by the AFP standards. Violation of the standards may subject the member to disciplinary sanctions, including expulsion, as provided in the AFP Ethics Enforcement Procedures.

### MEMBER OBLIGATIONS

1. Members shall not engage in activities that harm the members' organizations, clients or profession.
2. Members shall not engage in activities that conflict with their fiduciary, ethical and legal obligations to their organizations, clients or profession.
3. Members shall effectively disclose all potential and actual conflicts of interest; such disclosure does not preclude or imply ethical impropriety.
4. Members shall not exploit any relationship with a donor, prospect, volunteer, client or employee for the benefit of the members or the members' organizations.
5. Members shall comply with all applicable local, state, provincial and federal civil and criminal laws.
6. Members recognize their individual boundaries of competence and are forthcoming and truthful about their professional experience and qualifications and will represent their achievements accurately and without exaggeration.
7. Members shall present and supply products and/or services honestly and without misrepresentation and will clearly identify the details of those products, such as availability of the products and/or services and other factors that may affect the suitability of the products and/or services for donors, clients or nonprofit organizations.
8. Members shall establish the nature and purpose of any contractual relationship at the outset and will be responsive and available to organizations and their employing organizations before, during and after any sale of materials and/or services. Members will comply with all fair and reasonable obligations created by the contract.

9. Members shall refrain from knowingly infringing the intellectual property rights of other parties at all times. Members shall address and rectify any inadvertent infringement that may occur.
10. Members shall protect the confidentiality of all privileged information relating to the provider/client relationships.
11. Members shall refrain from any activity designed to disparage competitors untruthfully.

### SOLICITATION AND USE OF PHILANTHROPIC FUNDS

12. Members shall take care to ensure that all solicitation and communication materials are accurate and correctly reflect their organizations' mission and use of solicited funds.
13. Members shall take care to ensure that donors receive informed, accurate and ethical advice about the value and tax implications of contributions.
14. Members shall take care to ensure that contributions are used in accordance with donors' intentions.
15. Members shall take care to ensure proper stewardship of all revenue sources, including timely reports on the use and management of such funds.
16. Members shall obtain explicit consent by donors before altering the conditions of financial transactions.

### PRESENTATION OF INFORMATION

17. Members shall not disclose privileged or confidential information to unauthorized parties.
18. Members shall adhere to the principle that all donor and prospect information created by, or on behalf of, an organization or a client is the property of that organization or client and shall not be transferred or utilized except on behalf of that organization or client.
19. Members shall give donors and clients the opportunity to have their names removed from lists that are sold to, rented to or exchanged with other organizations.
20. Members shall, when stating fundraising results, use accurate and consistent accounting methods that conform to the appropriate guidelines adopted by the American Institute of Certified Public Accountants (AICPA)\* for the type of organization involved. (\* In countries outside of the United States, comparable authority should be utilized.)

### COMPENSATION AND CONTRACTS

21. Members shall not accept compensation or enter into a contract that is based on a percentage of contributions; nor shall members accept finder's fees or contingent fees. Business members must refrain from receiving compensation from third parties derived from products or services for a client without disclosing that third-party compensation to the client (for example, volume rebates from vendors to business members).
22. Members may accept performance-based compensation, such as bonuses, provided such bonuses are in accord with prevailing practices within the members' own organizations and are not based on a percentage of contributions.
23. Members shall neither offer nor accept payments or special considerations for the purpose of influencing the selection of products or services.
24. Members shall not pay finder's fees, commissions or percentage compensation based on contributions, and shall take care to discourage their organizations from making such payments.
25. Any member receiving funds on behalf of a donor or client must meet the legal requirements for the disbursement of those funds. Any interest or income earned on the funds should be fully disclosed.

Fountain Valley School District  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**June 27, 2013**

**MINUTES**

President Crandall called the regular meeting of the Board of Trustees to order at 6:00pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Sandra Crandall	President
Jimmy Templin	President Pro Tem
Judith Edwards	Clerk
Ian Collins	Member
Jeanne Galindo	Member

Mrs. Crandall noted the following addendum to the agenda:

AGENDA APPROVAL

**3-B. PERSONNEL ITEMS**

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW ASSISTANT PRINCIPAL, JENNIFER MORGAN, AT TALBERT MIDDLE SCHOOL EFFECTIVE 08/05/2013.

**3-V. RECOMMENDATION TO AWARD BID #13-02, TALBERT MODULARS**

Superintendent's Comments: It is recommended that the Board of Trustees award **Bid #13-02** to **Gilman Builders, Inc.** in the amount of **\$335,000** and authorize the Superintendent or his designee to sign all documents.

**Motion:** Mrs. Edwards moved to approve the meeting agenda.

**Second:** Mr. Collins

**Vote:** 5-0

There were no requests to address the Board prior to closed session.

PUBLIC COMMENTS

Mrs. Crandall announced that the Board would retire into Closed Session. Action was anticipated. The following would be addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Parent Appeals: *Education Code 35146 and 48912(b)*
- Liability Claims: *Government Code Section 54961, 54956.95 & 54957*  
The Board will discuss the claim involving Employee #553 against the Fountain Valley School District with respect to a workers' compensation settlement.

The public portion of the meeting resumed at 7:05pm.

CLOSED SESSION  
READOUT

Mr. Templin made the following Closed Session announcement: "In Closed Session the Governing Board took action by vote of 5-0 to approve a compromise and release Worker's Compensation Liability Settlement for employee #553 in the amount not to exceed \$120,000 net of permanent disability payments made to date."

Mrs. Crandall welcomed newly appointed assistant principal for Talbert Middle School, Jennifer Morgan to the Board meeting.

Mr. McMahon led the Pledge of Allegiance.

PLEDGE OF  
ALLEGIANCE

**STAFF REPORTS AND PRESENTATIONS**

Director, Assessment and Accountability, Julianne Hoefler provided a technology update regarding the completed and upcoming pilots, as requested by the Board. It built upon information provided at the December 13, 2012 Board meeting and the February 28 and March 28, 2013 Board study sessions. She updated the Board on the Spring 2013 BYOD pilot, reviewing the goals of the pilot and noting that students were able

TECHNOLOGY UPDATE  
(WRITTEN AND ORAL)

to manage their own devices; students participating were typically better behaved; and students were more engaged. She noted that for future BYOD initiatives, it is ideal that there are a minimum of 6, ideally 10, equity devices per classroom; uniform devices are used; students are given Google accounts; staff has time to plan and collaborate in addition to professional development opportunities for staff. She also noted the planned BYOD programs for 2013-14 including 1-to-1 programs at Courreges in 3<sup>rd</sup> grade (2 classes) and Talbert in 7<sup>th</sup> grade (STEM strand) and five returning 2012-13 BYOD participants with additional participants to be solicited. She also reviewed the BYOD infrastructure, using Cox's update as an example and noting that while the current infrastructure update can support up to 20 simultaneous users per classroom at a time, it is not able to support a 1-to-1 program. Cox, Gisler and Talbert will be updated this year, with Courreges fully updated last year. The goal is to have all 10 sites updated by the end of the 2014-15 year. She reviewed the Spring 2013 staff technology survey and its results noting 118 teacher responses and 39 support staff responses. She noted the addition of an IT intern, Steven Millet who will aide IT staff in improving customer service and supporting our teachers. She also reviewed teacher responses regarding instruction and technology integration; and the Smarter Balanced Assessment Consortium testing and their confidence in preparing students for computer adapted testing. In summary, she reviewed the state of technology in the district, noting that teachers need new computers; students need increased access to computers; teachers and support staff need training and professional development; and our infrastructure is adequate for now. The Board thanked and commended Dr. Hoefer for her report.

## **STUDY SESSION**

The Board participated in a study session to further discuss means of increasing community awareness of the district in line with the Board's interests to raise the district's profile, increase the district's capacity for 21<sup>st</sup> Century technology in the district, and support our Foundation. The Board and staff also discussed the criteria they wish to see used in selecting a firm or individual to assist the District in this effort.

Mrs. Crandall asked the Board what comes to mind when raising the profile of the district. Mrs. Galindo noted that when adopting the goal it seemed very general and she struggled with a definition of raising the profile. She noted the idea of streaming

**STUDY SESSION ON  
RAISING THE DISTRICT  
PROFILE, ADVANCING  
21ST CENTURY  
TECHNOLOGY AND  
SUPPORTING THE  
FOUNTAIN VALLEY  
EDUCATIONAL  
FOUNDATION**

board meetings on our web site so that members of the community can watch meetings. Mr. Templin noted that the interest is one way of seeing how to increase revenue and funds for the district in order to have greater funds for technology and programs for students. He noted his understanding that this is intended for the Board to do what is possible so that the district is more recognized in the community, leading to increased support from local businesses. Mrs. Edwards noted the ambiguity of the definition, noting that the board interests are often more global than specific. She noted that we need some way to raise more money, noting the needs in terms of technology just discussed by Dr. Hoefer. She noted that we need some way for members of the community to understand that while we have great test scores, we need more money. Mr. Collins noted that at a Meet the Candidate event at the Senior Center there were members of community speaking out against public education while sitting in a district that continuously outperforms neighboring districts. He noted that while members of the community feel good about their school district and their property values, the district is somewhat of an unsung thing. He noted that it will take a lot of money to bring the technology needed to the district and while the BYOD programs are great pilots, they don't necessarily address the issue of equity. In order to do this it brings us back to fundraising. He noted that part of this interest is establishing long-term, consistent business partnerships in our community. He noted that while our Foundation does a great job, it is not fair to expect them to continue teacher grants, the Taste of Fountain Valley and their other current efforts in addition to fundraising for our technology needs. Ms. Galindo noted the recent presentation to the FVEF, explaining that 90-95% of monies that come into foundations come from private individuals. She noted the idea of going after patrons, those pledging to give to the district, specifically alumni, focusing on the shared values of performing arts and a love of the district. While this would take time and persistence to develop, it is possible. Mrs. Crandall noted her thoughts regarding reaching the 86% of our community that do not have students in our schools as well the benefits of raising the district's profile including: increased inter-district transfers, resources for volunteers, and capturing the attention of colleges for interns. Mr. Templin stepped out at 8:20pm. He returned at 8:25pm.

Mrs. Crandall asked how the Board imagined raising the district profile would be accomplished, whether it would be in-house or outside staff. Mrs. Edwards noted how difficult it would be to ask anything more of our staff. Mrs. Galindo noted the role of a consultant in working with the FVEF Board to get the process



started, advising and directing the board. She noted that if the district is to contribute funds to this effort for the Foundation, the Foundation should be required to match these funds, making sure that they have “skin in the game”. She noted the importance of “teaching the Foundation to fish and not simply providing them fish” by establishing a limit to the support. Mr. Collins noted that a PIO worked well in his previous district, a full time employee in the district, and is something that we cannot afford. He noted the importance of getting a PIO that has been successful and can direct us as to how to establish partnerships and can act as “the guide on the side”. Mr. Templin noted that whether it is in-house or outside, it is the end result that matters most and whatever will make the most for our students. He noted the importance of having a system in place to evaluate the process. Mrs. Galindo noted that a professional fundraising developer should report to someone in-house, noting that the nuts and bolts of how to do this are the key to success. Mrs. Crandall noted the ideas of the superintendent presenting state of education events in addition to the idea of the earned media, increased coverage in our local paper, as well as webinars for the community. She noted as well that participating at community events does have a benefit, while the FV Community Foundation does have a good presence and the FVEF could as well. She noted as well the School Service contract included in this agenda includes 12 hours of time for special services including technology and as our Business department does not use all 12 hours this is perhaps time that we can use. She also noted the idea of partnerships with public relations classes at our local universities, detailing the program at Cal State Fullerton’s Irvine campus. She explained the database of non-profits in existence, suggesting that the Foundation sign up in order to provide those with an interest to give an opportunity to find the FVEF. She also noted Connect OC which connects volunteers with non-profits.

Mrs. Crandall asked, should an outside firm be selected, what characteristics the Board would want to see. Mrs. Edwards noted that the firm should be one with contacts. They should be able to give us a more global look. Mr. Collins noted his belief that success breeds success and his interest in finding someone with prior success in this area. Mr. Templin noted the importance of finding someone that knows who we are and understands our “kids first” mentality. Mrs. Galindo noted the importance of finding someone that has a good set of references that they can point to. Mr. Collins noted the importance of having a game plan early in the school year, given the importance of capturing the excitement and momentum of the start of the year. He noted as

well the current donations to our sites and the importance of not going to the well too many times. He explained that the right consultant will guide us to how to approach new sources. Mrs. Galindo agreed, noting the success of UCI in approaching their alumni. Mr. Collins noted that a college may have better success in approaching alumni than a K-8 district. Mrs. Crandall noted that in considering this question she thought of a public relations firm. She noted as well her agreement in finding someone that understands our community in addition to experience with a government agency or non-profit in this sort of endeavor, without political connections; a firm that has done feasibility studies and cost/benefit studies; can provide references; and offers reasonable costs. She noted her thought when looking at this that as we meet our goal and interest, a byproduct would be helping the Foundation.

Mrs. Crandall asked what budget range the Board thinks is reasonable. Mr. Templin explained going back to the net when considering this question, asking what will be raised in return for what will be charged. Mr. Collins noted agreement with Mrs. Crandall that this is not a short-term project and so therefore a flexible contract is important. Mrs. Galindo noted her understanding that a going rate is \$125 per hour, noting that how we determine to use this consultant is important. She noted as well that a good consultant works their way out of the Foundation and she can imagine this being done for less than \$5000 per year. Mrs. Crandall noted the need to compare proposals.

Mrs. Crandall asked about the criteria used to evaluate the success of a consultant, noting Mr. Templin's comment of net funds raised. Mr. Templin expanded his comment to say that we need to be careful of the timeline and if we go with an outside firm, we need to provide a clear understanding of our expectations for growth and defined benchmarks.

The Board agreed that they would like to see a proposal from Clifford Moss, in addition to written proposals from two other firms, with the opportunity to see presentations from these additional firms as well. Mrs. Galindo noted her interest in seeing presentations from firms with experience specifically in foundation development. Mrs. Crandall also requested a clarification from Dr. Ecker as to the intended role of the Board versus the Foundation in this effort.

## **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Galindo attended the Foundation special presentation meeting.

**BOARD REPORTS AND COMMUNICATIONS**

Mrs. Edwards enjoyed a visit to summer school.

Mr. Templin thanked Mrs. Galindo for attending the FVEF meeting for him.

Mr. Collins passed in observance of time.

Mrs. Crandall congratulated and thanked the Personnel department for their efforts in hiring qualified staff for this coming year. She toured summer school, attended the FVEF special presentation meeting and the cabinet meeting for this agenda. She thanked all of the trustees for their service to the district this month. She also addressed the comments made under Public Comments regarding the Common Core, specifically concerns of the lack of representation from the states and parents not being consulted regarding development.

**PUBLIC COMMENTS**

There were seven requests to address the Board. Four community members addressed the Board regarding the Common Core. Three members of the Foundation addressed the Board regarding raising the profile of the District. Mr. Collins stepped out at 9:30pm. He returned at 9:34pm.

**PUBLIC COMMENTS**

**LEGISLATIVE SESSION**

**Motion:** Mr. Collins moved to approve the Consent Calendar.

**CONSENT CALENDAR/ ROUTINE ITEMS OF BUSINESS**

**Second:** Mrs. Galindo

**Vote:** 5-0

The Consent Calendar included:

- Board Meeting Minutes from the June 27<sup>th</sup> meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Approval of Annual Review of Investment Policy

- Adoption of Resolution 2014-01: Authorization of Signatures on Replacement Warrants
- Adoption of Resolution 2014-02: Appointment of Custodian of the Revolving Cash Fund
- Adoption of Resolution 2014-03: Authorization of Approval of Vendor Claims/Orders
- Adoption of Resolution 2014-04: Authorization of Signatures
- Adoption of Resolution 2014-05: Temporary loan from Fund 40
- Approval of Student Accident Insurance 2013-14
- Approval of Record of Eighth Grade Promotion, June 2013
- Approval of 2013-14 Outdoor Science Education Study Trips
- Approval of Grant Agreement #NEDA1327307 By and Between the Orange County Community Foundation and the Fountain Valley School District for Visual and Performing Arts Program (VAPA) Coordination
- Approval of Agreement for Special Services with Schools Services of California
- Adoption of Resolution 2014-11: Self-insured Workers' Compensation Administration Agreement with Keenan and Associates
- Approval of CSM E-Rate Consultant
- Approval of Authorization to Use Santa Clarita SD Food Bid Frozen/Dry RFP#11-12-31012012-01
- Approval of Agreement for Solar Project Inspector Services
- Approval of Recommendation to Award Bid #13-02, Talbert Modulars
- Approval of Fiscal Crisis & Management Assistance Team (FCMAT)
- Approval of Consulting Agreement
- Approval of Recommendation to Rescind the Award of Bid #13-01 Newland Parking Lot and Reject All Other Bids

#### **SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS**

- Dr. Ecker            Noted that included on the District's web site is information on the Common Core, found under Curriculum and Instruction, which will be helpful to everyone in separating fact from fiction.
- Dr. Ecker            Thanked Mrs. Norton for attending this evening. She is a former district employee,

trustee and founder of the Foundation. He applauded the Foundation's efforts throughout its existence, having raised over \$1 million for the district.

**ADJOURNMENT**

**Motion:** Mr. Templin moved to adjourn the meeting at 9:50pm.

**Second:** Mrs. Edwards

**Vote:** Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
August 15, 2013**

**1.0 EMPLOYMENT FUNCTIONS:**

**1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CERTIFICATED JOB SHARE CONTRACTS OF THE FOLLOWING CLASSROOM TEACHERS FOR 2013-2014 SCHOOL YEAR.**

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>%</u>
1.1.1	Harrison, Tracy/Olson, Mindy	Courreges	4 <sup>th</sup> Grade	50/50
1.1.2	Erb, Tara/Schlosser, Nicole	Cox	4 <sup>th</sup> Grade	50/50
1.1.3	Laird, Tiffany/Lopez, Penny	Gisler	4 <sup>th</sup> Grade	50/50
1.1.4	Doyle, Jill/Eskes, Dawn	Oka	4 <sup>th</sup> Grade	50/50
1.1.5	DeJulio, Rebecca/Rieck, Mara	Plavan	4 <sup>th</sup> Grade	50/50
1.1.6	McHale, Michelle/Moore, Jennifer	Tamura	4 <sup>th</sup> Grade	40/60
1.1.7	Boktor, Jessica/Siefker, Michelle	Tamura	1 <sup>st</sup> Grade	50/50

**1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CERTIFICATED SALARY SCHEDULES FOR 185 AND 195 DAYS FOR 2013-2014 SCHOOL YEAR EFFECTIVE 07/01/2013 (see attachments).**

**1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2013-2014 SCHOOL YEAR**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.3.1	Shubin, Elaine	School Nurse	District Office	1.0
1.3.2	Traw, Diane	1 <sup>st</sup> Grade	Cox School	1.0
1.3.3	White, Sandra	Resource Specialist	Cox School	.50
1.3.4	Brannon, Jennifer	Resource Specialist	Fulton Middle School	1.0
1.3.5	Drew, Scot	Physical Education	Fulton Middle School	1.0
1.3.6	Hughes, Britanya	Resource Specialist	Fulton Middle School	1.0
1.3.7	Katz, Solomon	Instrumental Music	Fulton Middle School	.50
1.3.8	Covacevich, Robert	Instrumental Music	Masuda Middle School	.6667
1.3.9	Foster, Lauren	Science	Masuda Middle School	1.0
1.3.10	McLemore, Katherine	Math/Home Ec	Masuda Middle School	1.0
1.3.11	Wilson, Tara	Reading Specialist	Masuda Middle School	.50
1.3.12	Barnes, Kristen	1 <sup>st</sup> Grade	Newland School	1.0
1.3.13	Plummer, Brandon	Kindergarten	Oka School	1.0
1.3.14	Hastings, Jessica	Resource Specialist	Oka School	.75
1.3.15	McDaniels, Michelle	3 <sup>rd</sup> Grade	Oka School	1.0

1.3.16 Manthorne, Kristi

Kindergarten

Plavan School

1.0

1.3.17	Moothart, Lindsey	5 <sup>th</sup> Grade	Plavan School	1.0
1.3.18	Rutter, Kelly	5 <sup>th</sup> Grade	Plavan School	1.0
1.3.19	Dermenci, Sibel	3 <sup>rd</sup> Grade	Plavan School	1.0
1.3.20	Ngo, Amiee	Math	Talbert Middle School	1.0
1.3.21	Parker, Robin	History/Social Science	Talbert Middle School	1.0
1.3.22	Petrilla, Gary	Physical Education	Talbert Middle School	1.0
1.3.23	Robertson, Kristin	Instrumental Music	Talbert Middle School	.50
1.3.24	Abedzadeh, Kelly	English	Talbert Middle School	1.0

## **2.0 EMPLOYMENT FUNCTIONS**

### **2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEE:**

	<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE</u></b>
2.1.1	Weissman, Elaine	IA Special Education	Masuda	6/20/13

### **2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:**

	<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE</u></b>
2.2.1	Camola, Angela	Preschool Instructor	Plavan	9/04/13
2.2.4	Lamoureux, Eugenie	Preschool Instructor	Cox	9/04/13
2.2.5	Mendez, Susan	Preschool Instructor	Oka	9/04/13
2.2.7	Hamilton-Hawes, Jennifer	Trans. Supervisor	Trans.	7/22/13

### **2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE TRANSFER OF CLASSIFIED EMPLOYEE, COURTNEY LUU, FROM PRESCHOOL INSTRUCTOR AT COX SCHOOL TO PLAVAN SCHOOL, EFFECTIVE 9/4/2013.**

### **2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE TRANSFER OF CLASSIFIED EMPLOYEE, RENA BONIFAY, FROM PRESCHOOL INSTRUCTOR AT OKA SCHOOL TO PLAVAN SCHOOL, EFFECTIVE 9/4/2013.**

### **2.5 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE APPROVAL OF THE TRANSFER OF CLASSIFIED EMPLOYEE, LORRAINE TRAVER, FROM PRESCHOOL AIDE AT COX SCHOOL TO PLAVAN SCHOOL, EFFECTIVE 9/4/2013.**

### **2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE RESIGNATION OF KRISTEN BARNES, PRESCHOOL INSTRUCTOR AT OKA SCHOOL EFFECTIVE JUNE 20, 2013.**



**FOUNTAIN VALLEY SCHOOL DISTRICT**

**CERTIFICATED SALARY SCHEDULE 2013-2014 (185 Days)**

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	40,946	43,825	46,673	49,552	52,418
2	42,607	46,066	49,136	52,123	55,084
3	45,038	48,317	51,587	54,674	57,752
4	47,290	50,566	54,052	57,237	60,428
5	49,136	52,821	56,509	59,796	63,098
6	51,188	55,081	58,961	62,358	65,773
7	53,217	57,333	61,416	64,921	68,430
8			63,879	67,747	71,123
9			66,339	70,037	73,791
10			68,788	72,599	76,462
11					79,135
12				75,138	81,887
15				77,769	86,280
18					89,305
21					90,684
24					93,423

**Hourly Rate \$26.81**

Board Approved: \_\_\_\_\_  
 Effective Date: 07-01-2013

**FOUNTAIN VALLEY SCHOOL DISTRICT**

**CERTIFICATED SALARY SCHEDULE SCHEDULE 2013-2014**

**Speech and Language 195 Days**

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	43,160	46,194	49,195	52,231	55,252
2	44,909	48,556	51,793	54,941	58,061
3	47,473	50,929	54,376	57,629	60,874
4	49,847	53,299	56,974	60,330	63,694
5	51,793	55,676	59,563	63,029	66,509
6	53,954	58,058	62,149	65,728	69,328
7	56,094	60,432	64,735	68,430	72,129
8			67,333	71,409	74,967
9			69,925	73,823	77,779
10			72,506	76,524	80,595
11					83,412
12				79,200	86,313
15				81,974	90,944
18					94,133
21					95,585
24					98,472

**Hourly Rate \$26.81**

Board Approved: \_\_\_\_\_  
 Effective Date: 07-01-2013

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL**

August 15, 2013

<i><b>INSTRUCTION</b></i>
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**3.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	JAMES, Brooke (Tal) TERICH, Amelia (Pla) (C & I)	Visual and Performing Arts Co-Coordinators	Regular hourly stipend rate, not to exceed 150 hours each	01-407-9275-1115	2013-2014 school year
3.2	BRUINSMA, Pamela WHITE, Anne (C & I)	Extra hours needed during peak times for the Science Works Material Resource Ctr.	37.5 hours/each 37.5 hours/each 37.5 hours/each Regular hourly rate	01-018-9275-2113	8/12/13-9/13/13 11/6/13-12/18/13 2/14/14-3/28/14

**4.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	WAMPLER, Gary (C & I)	Provide professional development for our new instrumental music teachers	Not to exceed \$1,200.00	01-232-9275-5813	8/2013 thru 6/2014

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

All donations to the district must be officially accepted by the Fountain Valley School District Board of Trustees inasmuch as their acceptance may involve an expenditure of district funds for installation, use, and/or maintenance. Before any donation is supplied or purchased by your organization, or formally accepted for a school, the following information is requested on this form. Upon site/document approval, a copy of the form shall be presented to Business Services or Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Masuda Middle School

NAME OF DONOR: Philharmonic Society of Orange County  
2082 Business Center Drive, Suite 100  
Irvine, CA 92612

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Various musical instruments and accessories which total \$9,556.94

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)  
N/A

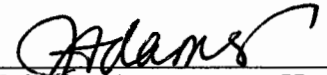
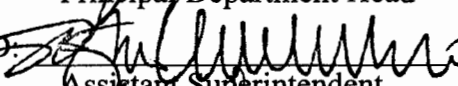

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)  
See attached list

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)  
N/A

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used ) For use in the instrumental program at Masuda Middle School

REVIEWED:  APPROVED/DISAPPROVED: 7-26-13  
Principal/Department Head Date  
REVIEWED:  APPROVED/DISAPPROVED: 8/29/13  
Assistant Superintendent Date  
Business/Administration  
REVIEWED:  APPROVED/DISAPPROVED: 7/24/13  
Assistant Superintendent Date  
Instruction

BOARD APPROVAL DATE: August 15, 2013

## **Philharmonic Society Instrument Donation to Masuda Middle School**

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<b>ITEM</b>	<b>NUMBER DONATED</b>	<b>COST PER ITEM</b>	<b>TAX</b>	<b>TOTAL</b>
Viola	2	\$ 250.00	\$ 40.00	\$ 540.00
Cello	3	\$ 499.00	\$119.76	\$1,616.76
String Bass	2	\$1,049.00	\$167.84	\$2,265.84
French Horn	1	\$1,144.99	\$ 91.60	\$1,236.59
Trombone	2	\$ 310.00	\$ 49.60	\$ 669.60
Tuba	1	\$1,519.00	\$121.52	\$1,640.52
Euphonium	1	\$ 719.00	\$ 57.52	\$ 776.52
Violin Strings	4	\$ 18.95	\$ 6.06	\$ 81.86
Viola Strings	4	\$ 29.95	\$ 9.58	\$ 129.38
Cello Strings	4	\$ 59.95	\$ 19.18	\$ 258.98
Timpani Head 26 in.	1	\$ 42.38	\$ 3.39	\$ 45.77
Timpani Head 28 in.	1	\$ 44.25	\$ 3.54	\$ 47.79
Timpani Head 32 in.	1	\$ 49.38	\$ 3.95	\$ 53.33
Timpani Head 34 in.	1	\$ 54.88	\$ 4.39	\$ 59.27
Bass Drum Head 22 in.	1	\$ 28.75	\$ 2.30	\$ 31.05
Timpani Mallets	1	\$ 28.00	\$ 2.24	\$ 30.24
Xylophone Mallets	1	\$ 36.00	\$ 2.88	\$ 38.88
Yarn Mallets	1	\$ 32.00	\$ 2.56	\$ 34.56
<b>GRAND TOTAL</b>				<b>\$9,556.94</b>

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**FOUNTAIN VALLEY SCHOOL DISTRICT**

TO: STEVE McMAHON  
FROM: MARTHA LOCKWOOD  
SUBJECT: WARRANT LISTING BOARD MEETING – AUGUST 15, 2013  
DATES 7/11/13 – 8/02/13  
WARRANT NUMBERS 62670 - 62857

01 GENERAL	\$	546,685.80
12 CHILD DEVELOPMENT	\$	6,791.20
13 CAFETERIA	\$	880.48
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	6,760.00
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	8,281.39
68 WORKERS COMPENSATION	\$	58281.76
69 INSURANCE	\$	41,395.62
TOTAL	\$	<b>669,076.25</b>



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/15/2013**

**FROM 07/17/2013 TO 08/06/2013**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4012	PRO PACIFIC BEE REMOVAL	500.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4058	SIMPLEXGRINELL	455.00	455.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4061	TOXGUARD	300.00	150.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			150.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
H20M4062	SOUTHERN COUNTIES OIL	1,500.00	750.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			750.00	012919395 4360	Special Ed. Transportation / Fuel Supplies
H20M4069	HILLYARD / LOS ANGELES	183.64	183.64	012889390 5899	Custodial / Other Operating Expenses
H20M4070	HILLYARD / LOS ANGELES	454.89	454.89	012889390 5899	Custodial / Other Operating Expenses
H20M4072	GOLDEN STATE PAVING INC.	3,896.00	3,896.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4073	CUMMINS CAL PACIFIC	100.00	100.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
H20M4074	HILLYARD / LOS ANGELES	400.00	400.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4075	RAMIREZ, JUAN CARLOS	3,320.00	3,320.00	012919395 5645	Special Ed. Transportation / Outside Srvs-Repairs &
H20M4076	SOUTH COAST AIR QUALITY	434.94	434.94	012869390 5570	Maintenance / Sanitation Fees
H20R0201	SOUTHWEST SCHOOL AND OFFICE SU	167.14	167.14	012289961 4325	MAA - Administration / Office Supplies
H20R0202	BENTLEY PRINTING & GRAPHICS IN	2,000.00	2,000.00	133207380 4330	Cafeteria Fund / Printing/Xerox Supplies
H20R0203	REFRIGERATION CONTROL COMPANY	5,000.00	5,000.00	133207380 4347	Cafeteria Fund / Repair & Upkeep Equip Supplies
H20R0204	OFFICE DEPOT	185.64	164.05	012059385 4325	Publications / Office Supplies
			21.59	012849380 4325	Fiscal Services / Office Supplies
H20R0205	CDWG	524.16	524.16	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip
H20R0206	BENTLEY PRINTING & GRAPHICS IN	270.78	270.78	010014787 4310	Other Donations - Courreges / Instructional Supplies
H20R0207	MCKESSON MEDICAL-SURGICAL INC.	2,372.39	2,372.39	012719470 4327	Personnel Department / Health Supplies
H20R0208	KUYPERS, LEAH	474.17	474.17	012739963 4310	Medi-Cal Billing-Health Serv. / Instructional Supplies
H20R0209	MAYER-JOHNSON LLC	677.14	677.14	012289963 4310	MAA - Instructional / Instructional Supplies
H20R0210	PEARSON ASSESSMENTS	830.55	830.55	012739963 4310	Medi-Cal Billing-Health Serv. / Instructional Supplies
H20R0211	CSBA	979.00	979.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/15/2013**

**FROM 07/17/2013 TO 08/06/2013**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0212	SCHOOL HEALTH CORPORATION	390.38	390.38	012739963 4327	Medi-Cal Billing-Health Serv. / Health Supplies
H20R0213	SCHOOL HEALTH CORPORATION	4,648.26	4,648.26	012739963 4410	Medi-Cal Billing-Health Serv. / Fixed Assets \$500-\$5000
H20R0214	STAPLES	200.00	200.00	012289961 4325	MAA - Administration / Office Supplies
H20R0215	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	3,500.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
H20R0216	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
H20R0217	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
H20R0218	HOME DEPOT	1,200.00	1,200.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
H20R0219	SCHOOL NURSE SUPPLY INC	99.97	99.97	012733838 4327	Health Supplies - Talbert / Health Supplies
H20R0220	CALIFORNIA WESTERN VISUALS	1,150.00	575.00	012099078 4410	Vantage Learning / Fixed Assets \$500-\$5000
			575.00	012395098 4410	7395 Sch/Libr Imp Instr-DO / Fixed Assets \$500-\$5000
H20R0221	AWARDS & TROPHIES	41.10	41.10	015999860 4325	Special Ed - Administration / Office Supplies
H20R0222	ORANGE COUNTY DEPARTMENT OF ED	540.00	540.00	010269275 5210	School Readiness Kinder Admin / Travel, Conference,
H20R0223	SOUTHPAW ENTERPRISES	387.96	387.96	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
H20R0224	PEARSON ASSESSMENTS	6,948.40	6,948.40	012739963 4310	Medi-Cal Billing-Health Serv. / Instructional Supplies
H20R0225	GST	10,266.86	10,266.86	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
H20R0226	SCHOLASTIC CATALOG DEPT.	40,478.00	40,478.00	012289963 6410	MAA - Instructional / Equipment-Furniture/Computers
H20R0227	CONSILIAN TECHNOLOGIES LLC	17,625.60	17,625.60	016689380 4410	7394 TIIG Admin Tech-Operation / Fixed Assets
H20R0228	ADVANTAGE OPTICS	932.36	932.36	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
H20R0229	RIVERSIDE PUBLISHING COMPANY	1,216.58	1,216.58	012289963 4310	MAA - Instructional / Instructional Supplies
H20R0230	DEPARTMENT OF SOCIAL SERVICES	475.20	475.20	120016898 5899	Child Dev Gisler Presch-Instr / Other Operating Expenses
H20R0231	DEPARTMENT OF SOCIAL SERVICES	237.60	237.60	120016598 5899	Child Dev Newland Presch-Instr / Other Operating
H20R0232	DEPARTMENT OF SOCIAL SERVICES	237.60	237.60	120016798 5899	Child Dev Cox Preschool-Instr / Other Operating Expenses
H20R0233	DEPARTMENT OF SOCIAL SERVICES	475.20	475.20	120016498 5899	Child Dev Oka Preschool Instr / Other Operating Expenses
H20R0234	DEPARTMENT OF SOCIAL SERVICES	237.60	237.60	120016698 5899	Child Dev Courreges Pres-Instr / Other Operating Expenses

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/15/2013**

FROM 07/17/2013 TO 08/06/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0235	*** CONTINUED ***				
H20R0235	DEPARTMENT OF SOCIAL SERVICES	237.60	237.60	120016198 5899	State Preschool Instructional / Other Operating Expenses
H20R0236	MOBILE MODULAR	37,116.00	12,024.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
			25,092.00	402864990 6299	Modernization - Masuda / Other Building & Improvement
H20R0237	METRO BUSINESS SOLUTIONS INC.	10,140.00	4,860.00	012719385 4325	Purchasing / Office Supplies
			5,280.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
H20R0238	METRO BUSINESS SOLUTIONS INC.	16,038.00	16,038.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
H20R0239	METRO BUSINESS SOLUTIONS INC.	25,848.00	9,000.00	012059385 4325	Publications / Office Supplies
			16,848.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
H20R0240	METRO BUSINESS SOLUTIONS INC.	7,016.00	3,888.00	012719385 4325	Purchasing / Office Supplies
			3,128.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
H20R0241	METRO BUSINESS SOLUTIONS INC.	5,616.00	5,616.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
H20R0242	METRO BUSINESS SOLUTIONS INC.	116,354.40	116,354.40	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
H20R0243	CDWG	3,603.29	3,603.29	012289963 4410	MAA - Instructional / Fixed Assets \$500-\$5000
H20R0244	PURCHASE POWER	16,000.00	16,000.00	012719385 4335	Purchasing / Postage, Bulk Mail, Freight
H20R0245	SOUTHWEST SCHOOL AND OFFICE SU	95.99	95.99	012329275 4325	Title II-Teacher Quality / Office Supplies
H20R0246	VELASQUEZ, ANGELA	125.00	125.00	010039771 2413	Classified Panel Member / Additional Duty - Clerical
H20R0247	ARROWHEAD MOUNTAIN SPRING	8,224.20	444.00	010013189 4325	Donations - Gisler / Office Supplies
			161.95	012109078 4325	Tech/Media Office Operation / Office Supplies
			222.68	012658155 4325	Assessment and Accountability / Office Supplies
			202.45	012719165 4325	Superintendent / Office Supplies
			161.95	012719275 4325	Curriculum/Instruction Office / Office Supplies
			506.10	012719470 4325	Personnel Department / Office Supplies
			162.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			666.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			402.00	012723789 4325	Donations Clerical - Oka / Office Supplies
			672.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			444.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/15/2013**

**FROM 07/17/2013 TO 08/06/2013**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0247	*** CONTINUED ***				
			1,029.60	012724787 4325	Other Donations Clerical-Courr / Office Supplies
			756.00	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			364.39	012849380 4325	Fiscal Services / Office Supplies
			733.32	012869390 4325	Maintenance / Office Supplies
			488.88	012919395 4325	Special Ed. Transportation / Office Supplies
			242.93	015999860 4325	Special Ed - Administration / Office Supplies
			402.00	120336098 4325	Extended School Administration / Office Supplies
			161.95	133207380 4325	Cafeteria Fund / Office Supplies
H20R0248	CDWG	37,481.35	15,000.00	012099078 4399	Vantage Learning / Equipment Under \$500
			22,481.35	012395298 4399	7395 Sch/Libr Impr Admin-DO / Equipment Under \$500
H20R0249	E.G.BRENNAN & CO.	84.78	84.78	012059385 4347	Publications / Repair & Upkeep Equip Supplies
H20R0250	OFFICE DEPOT	53.27	53.27	012849380 4325	Fiscal Services / Office Supplies
H20R0251	OFFICE DEPOT	344.31	344.31	012719165 4325	Superintendent / Office Supplies
H20R0252	THINKING MAPS INC.	6,412.50	1,154.25	010301055 4310	EIA-Tamura / Instructional Supplies
			833.62	010301655 4310	EIA-Newland / Instructional Supplies
			4,424.63	016279078 4310	7156 Instructional Mat'l Fund / Instructional Supplies
H20S8003	P & R PAPER SUPPLY COMPANY	600.86	600.86	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8004	BENTLEY PRINTING & GRAPHICS IN	1,658.32	1,658.32	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>363,483.23</b>			
	<b>Fund 12 Total:</b>	<b>2,302.80</b>			
	<b>Fund 13 Total:</b>	<b>7,161.95</b>			
	<b>Fund 40 Total:</b>	<b>37,116.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>410,063.98</b>			

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

08/15/2013

FROM 07/17/2013 TO 08/06/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4016	TERRYS TESTING INC.	2,000.00	+1,000.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
H20M4017	TERRYS TESTING INC.	3,000.00	+1,500.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
H20M4044	RUSCO INC.	578.00	+278.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4045	CRANDALL'S PLUMBING INC.	950.00	+450.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20R0184	APPLE COMPUTER ORDER	4,299.84	+36.00	010014089 4399	Donations - Plavan / Equipment Under \$500
H20S8002	UNISOURCE	12,919.85	-120.78	011000000 9320	Revenue Limit - State Revenues / STORES
<b>Fund 01 Total:</b>			<b>3,143.22</b>		
<b>Total Amount of Change Orders:</b>			<b>3,143.22</b>		

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2013 63

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

<b>Fund: 0101 GENERAL FUND</b>
--------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	38,075.00	79,038.00
1200	CERTIFICATED PUPIL SUPPORT	2,285.00	3,365.00
2100	INSTRUCTIONAL AIDES' SALARIES	26,638.00	125,754.00
2200	CLASSIFIED SUPPORT	1,947.00	34,226.00
2300	SUPERVISION AND ADMINSTRATOR	14,013.00	
2400	CLERICAL & OFFICE SALARIES		27.00
2900	OTHER CLASSIFIED SALARIES		12,598.00
3101	STRS-CERTIFICATED POSITIONS	198.00	6,708.00
3201	PERS-CERTIFICATED		14.00
3202	PERS-CLASSIFIED	3,069.00	10,863.00
3313	MEDICARE-CERTIFICATED	203.00	1,145.00
3314	MEDICARE-CLASSIFIED	1,076.00	1,348.00
3353	ARP-CERTIFICATED	430.00	11.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	19.00	344.00
3355	OASDI-CERTIFICATED		8.00
3356	OASDI-CLASSIFIED	4,586.00	4,594.00
3401	HEALTH & WELFARE-CERTIFICATED		16,000.00
3402	HEALTH & WELFARE-CLASSIFIED	6,000.00	12,000.00
3501	SUI-CERTIFICATED	141.00	869.00
3502	SUI-CLASSIFIED	1,674.00	454.00
3601	WORKERS'COMP-CERTIFICATED	47.00	1,660.00
3602	WORKERS'COMP-CLASSIFIED	470.00	3,361.00
3801	PERS REDUCTION-CERTIFICATED		2.00
3802	PERS REDUCTION-CLASSIFIED	2,218.00	2,247.00
3901	OTHER BENEFITS-CERTIFICATED	46,466.00	
4100	TEXTBOOKS	27,346.00	
4200	BOOKS OTHER THAN TEXTBOOKS	194.00	788.00
4300	MATERIALS & SUPPLIES	10,366.00	22,698.00
4400	NONCAPITALIZATION EQUIPMENT		4,829.00
5200	TRAVEL & CONFERENCES		515.00
5500	OPERATIONS & HOUSEKEEPNG SVCS		1,493.00
5600	RENTAL,LEASE,REPAIR & NON CAP	6,022.00	912.00
5712	Direct Cost - Postage		99.00
5713	Direct Cost-Printing & Reprod		125.00
5800	PROF/CONS SERV & OPER EXPENSE	25,395.00	406,360.00
5900	COMMUNICATIONS	34.00	
6200	BUILDING AND IMPROVE OF BLDGS	1,979.00	
7141	Excess Costs/Deficit Pay-Schls		1,078.00
7310	TRANSFER OF INDIRECT COSTS	153.00	509.00
8000	REVENUE LIMIT SOURCES	211,828.00	124,721.00
8100	FEDERAL INCOME	6,201.00	87,692.00

# FOUNTAIN VALLEY SD

## Adjustment of Funds

Reference #:  
2013 63

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

**Fund: 0101 GENERAL FUND**

Object	Description	FROM	TO
8200	FEDERAL INCOME		21,295.00
8500	STATE INCOME	37,983.00	290,989.00
8600	LOCAL INCOME	247.00	29,750.00
8700	OTHER REVENUES	54,594.00	
8900	INCOMING TRANSFERS	268,801.00	812,634.00
9712	NONSPENDABLE STORES		3,745.00
9713	NONSPENDABLE PREPAID EXPENSE		1,215.00
9740	RESTRICTED BALANCE	2,635.00	24,273.00
9780	OTHER ASSIGNMENTS	10,996.00	189,429.00
9789	RESERVE FOR ECONOMIC UNCERTAIN		25,400.00
9790	UNASSIGNED/UNAPPROPRIATED	568,063.00	590,061.00
<b>Subfund Total:</b>		<b>1,382,392.00</b>	<b>2,957,246.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15, 2013.

AYES: \_\_\_\_\_  
 NOES: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_

\_\_\_\_\_  
 Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2013 64

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

### Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	294.00	32,663.00
2200	CLASSIFIED SUPPORT		1,924.00
2300	SUPERVISION AND ADMINSTRATOR		902.00
2400	CLERICAL & OFFICE SALARIES	164.00	1,529.00
3202	PERS-CLASSIFIED		541.00
3314	MEDICARE-CLASSIFIED	55.00	99.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	94.00	228.00
3356	OASDI-CLASSIFIED	334.00	205.00
3502	SUI-CLASSIFIED	153.00	1.00
3602	WORKERS'COMP-CLASSIFIED		244.00
3802	PERS REDUCTION-CLASSIFIED		877.00
4300	MATERIALS & SUPPLIES	9,051.00	13,107.00
5200	TRAVEL & CONFERENCES	135.00	681.00
5900	COMMUNICATIONS	204.00	
7350	TRANSFER INDIRECT COST IFT		8,838.00
8500	STATE INCOME	1,469.00	
8600	LOCAL INCOME	40.00	145,302.00
9740	RESTRICTED BALANCE	3,101.00	95,539.00
<b>Subfund Total:</b>		<b>15,094.00</b>	<b>302,680.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15,2013.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2013 65

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

### Fund: 1313 CAFETERIA FUND

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
2200	CLASSIFIED SUPPORT		2,101.00
2400	CLERICAL & OFFICE SALARIES		32.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		111.00
5752	Direct Cost - Postage		94.00
5800	PROF/CONS SERV & OPER EXPENSE	102.00	8.00
8200	FEDERAL INCOME		6,119.00
9712	NONSPENDABLE STORES		2,869.00
9740	RESTRICTED BALANCE	5,113.00	6,119.00
<b>Subfund Total:</b>		<b>5,215.00</b>	<b>17,453.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15,2013.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2013 66

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

<b>Fund: 2525 CAPITAL FACILITIES</b>
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<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE		2,177.00
8600	LOCAL INCOME		72,256.00
9780	OTHER ASSIGNMENTS		70,079.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>144,512.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15, 2013.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2013 67

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

<b>Fund: 4040 SPECIAL RESERVE/C.O.P.</b>
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<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE		24,620.00
7612	IFT BETWEEN GEN,&SPEC.RES.FUND		543,833.00
8900	INCOMING TRANSFERS		57,710.00
9780	OTHER ASSIGNMENTS	568,453.00	57,710.00
<b>Subfund Total:</b>		<b>568,453.00</b>	<b>683,873.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15,2013.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2013 68

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

<b>Fund: 6768 INSURANCE-WCI</b>
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<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE		21,684.00
8600	LOCAL INCOME		1,269.00
9790	UNASSIGNED/UNAPPROPRIATED	20,415.00	
<b>Subfund Total:</b>		<b>20,415.00</b>	<b>22,953.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15, 2013.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2013 69

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

<b>Fund: 6769 INSURANCE HEALTH/WELFARE</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
3401	HEALTH & WELFARE-CERTIFICATED	2,354.00	
3402	HEALTH & WELFARE-CLASSIFIED		2,354.00
5800	PROF/CONS SERV & OPER EXPENSE		5,825.00
8600	LOCAL INCOME		11,548.00
9713	NONSPENDABLE PREPAID EXPENSE		31,843.00
9790	UNASSIGNED/UNAPPROPRIATED	37,668.00	11,548.00
<b>Subfund Total:</b>		<b>40,022.00</b>	<b>63,118.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15,2013.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2013 62

It has been resolved to make the budget transfers as listed below per Education Code 42600.

<b>Fund: 0101 GENERAL FUND</b>
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<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	62,085.00	214,270.00
1200	CERTIFICATED PUPIL SUPPORT		1,431.00
2100	INSTRUCTIONAL AIDES' SALARIES	559.00	9,406.00
2200	CLASSIFIED SUPPORT	7,281.00	52,160.00
2300	SUPERVISION AND ADMINSTRATOR	83.00	13,038.00
2400	CLERICAL & OFFICE SALARIES	481.00	27,795.00
2900	OTHER CLASSIFIED SALARIES		5,343.00
3101	STRS-CERTIFICATED POSITIONS	1,900.00	8,237.00
3102	STRS-CLASSIFIED		92.00
3201	PERS-CERTIFICATED		121.00
3202	PERS-CLASSIFIED	58.00	3,829.00
3313	MEDICARE-CERTIFICATED	133.00	1,096.00
3314	MEDICARE-CLASSIFIED		1,804.00
3353	ARP-CERTIFICATED	63.00	80.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	1.00	220.00
3355	OASDI-CERTIFICATED		132.00
3356	OASDI-CLASSIFIED	2.00	1,205.00
3401	HEALTH & WELFARE-CERTIFICATED		8,109.00
3402	HEALTH & WELFARE-CLASSIFIED		3,520.00
3501	SUI-CERTIFICATED	95.00	995.00
3502	SUI-CLASSIFIED	101.00	273.00
3601	WORKERS'COMP-CERTIFICATED	175.00	2,441.00
3602	WORKERS'COMP-CLASSIFIED		1,766.00
3701	RETIREE BENEFITS-CERTIFICATED		668.00
3702	RETIREE BENEFITS-CLASSIFIED		83.00
3801	PERS REDUCTION-CERTIFICATED		2.00
3802	PERS REDUCTION-CLASSIFIED	883.00	1,069.00
3953	Long Term Disability-Cert		52.00
3954	Long Term Disability-Class		31.00
4300	MATERIALS & SUPPLIES	29,782.00	15,861.00
4400	NONCAPITALIZATION EQUIPMENT	4,821.00	3,302.00
5200	TRAVEL & CONFERENCES	3,782.00	1,576.00
5300	DUES AND MEMBERSHIPS	174.00	
5500	OPERATIONS & HOUSEKEEPNG SVCS	19,899.00	21,375.00
5712	Direct Cost - Postage	121.00	22.00
5713	Direct Cost-Printing & Reprod	539.00	414.00
5752	Direct Cost - Postage	94.00	
5800	PROF/CONS SERV & OPER EXPENSE	77,775.00	46,586.00
5900	COMMUNICATIONS		57.00
6200	BUILDING AND IMPROVE OF BLDGS	1,600.00	22,419.00
6400	EQUIPMENT		3,000.00

**FOUNTAIN VALLEY SD**  
**Transfer of Funds**

Reference #:  
2013 62

It has been resolved to make the budget transfers as listed below per Education Code 42600.

**Fund: 0101 GENERAL FUND**

Object	Description	FROM	TO
7310	TRANSFER OF INDIRECT COSTS	509.00	153.00
7350	TRANSFER INDIRECT COST IFT	8,838.00	
9713	NONSPENDABLE PREPAID EXPENSE	16.00	
9740	RESTRICTED BALANCE	31,191.00	1,199.00
9790	UNASSIGNED/UNAPPROPRIATED	232,599.00	10,408.00
<b>Subfund Total:</b>		<b>485,640.00</b>	<b>485,640.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 15, 2013.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

FOUNTAIN VALLEY SCHOOL DISTRICT  
BUSINESS SERVICES DIVISION  
DFS/13-14 -- 34  
M E M O R A N D U M

TO: Stephen L McMahon, Assistant Superintendent, Business Services  
FROM: Scott R. Martin, Director, Fiscal Services  
SUBJECT: **CAPITAL FACILITIES FUND / DEVELOPER FEES**  
DATE: August 1, 2013

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**BACKGROUND**

Effective January 1, 1997, Senate Bill 1693 amended Government Code Sections 66001 and 66006 to impose more detailed reporting requirements for developer fees. SB 1693 amended Section 66006(b) to provide the following revised reporting requirement:

“(b)(1)For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:”

- (1) A brief description of the type of fee in the account or fund.
- (2) The amount of the fee.
- (3) The beginning and ending balance of the account or fund.
- (4) The amount of the fees collected and the interest earned.

Government Code Section 66006 also requires the local agency to review this fund at a regularly scheduled public meeting.

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2012-13.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund income to expenditures.

**DEVELOPER FEES- DATA COLLECTION LOG**

(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

	<b>BEGINNING FUND BALANCE:</b>		<b>541,142.21</b>							
	<b>REVENUE DETAIL:</b>									
			<b>TYPE OF FEE</b>			<b>FEE</b>	<b>PROJECT OR</b>	<b>INVESTMENT</b>	<b>INTEREST</b>	<b>TOTAL</b>
	<b>DATE</b>	<b>DEVELOPER NAME</b>	<b>R/C</b>	<b>Sq footage</b>	<b>RECEIVED</b>	<b>SCHOOL SITE(S)</b>	<b>GAIN/(LOSS)</b>	<b>EARNED</b>	<b>REVENUE</b>	
1	7/1/2012-6/30/2013	Interest							2,455.50	2,455.50
2	07/11/12	V & A Enterprises (Bella-Aimee Skin Care)	C	5941	1,703.28	Plavan				1,703.28
3	07/16/12	Brian Neal	R	1645	2,977.45	Gisler				2,977.45
	07/27/12	SooJin Hwang Project	R	568	1,028.08	Courreges				1,028.08
4	08/08/12	T&T Construction	R	722	1,306.82	Plavan				1,306.82
5	08/14/12	Brian & Doreen Lettieri	R	938	1,697.78	Newland				1,697.78
6	09/04/12	The Olson Co., The Fountains @ Solana	R	6684	12,098.04	Cox				12,098.04
7	09/05/12	The Olson Co., The Fountains @ Solana	R	5431	9,830.11	Cox				9,830.11
8	09/05/12	The Olson Co., The Fountains @ Solana	R	568	1,028.08	Cox				1,028.08
9	09/04/12	The Olson Co., The Fountains @ Solana	R	2173	3,933.13	Cox				3,933.13
10	09/04/12	The Olson Co., The Fountains @ Solana	R	1841	3,332.21	Cox				3,332.21
11	09/04/12	The Olson Co., The Fountains @ Solana	R	2173	3,933.13	Cox				3,933.13
12	09/04/12	The Olson Co., The Fountains @ Solana	R	2173	3,933.13	Cox				3,933.13
13	09/04/12	The Olson Co., The Fountains @ Solana	R	1841	3,332.21	Cox				3,332.21
14	09/04/12	The Olson Co., The Fountains @ Solana	R	1841	3,332.21	Cox				3,332.21
15	09/27/12	The Olson Co., The Fountains @ Solana	R	5431	9,830.11	Cox				9,830.11
16	09/27/12	The Olson Co., The Fountains @ Solana	R	7331	13,269.11	Cox				13,269.11
17	10/2/2012	Sonya Crader	R	2494	4,514.14	Plavan				4,514.14
18	10/08/12	Ayres-Fountain Valley	C	78227	22,427.68	Cox				22,427.68
19	10/10/12	Dieu Vo	R	2628	4,756.68	Cox				4,756.68
20	10/15/12	tyler & Karen Davis Project	R	1788	3,236.28	Gisler				3,236.28
21	10/23/12	Demun, Karen	R	550	995.50	Gisler				995.50
22	11/13/12	Hyundai motor America	C	254119	72,855.92	Cox				72,855.92
23	11/14/12	Nakgawa, Rex	R	1444	2,613.64	Courreges				2,613.64
24	11/15/12	Nhan Vuong Project	R	1909	3,455.29	Tamura				3,455.29
25	11/21/12	The Olson Co., The Fountains @ Solana	R	9758	17,661.98	Cox				17,661.98
26	11/21/12	The Olson Co., The Fountains @ Solana	R	9758	17,661.98	Cox				17,661.98
27	11/29/12	The Olson Co., The Fountains @ Solana	R	1841	3,332.21	Cox				3,332.21
28	11/29/12	The Olson Co., The Fountains @ Solana	R	1841	3,332.21	Cox				3,332.21
29	11/29/12	The Olson Co., The Fountains @ Solana	R	1841	3,332.21	Cox				3,332.21
30	11/29/12	The Olson Co., The Fountains @ Solana	R	1841	3,332.21	Cox				3,332.21
31	11/29/12	The Olson Co., The Fountains @ Solana	R	2173	3,933.13	Cox				3,933.13



32	11/29/12	The Olson Co., The Fountains @ Solana	R		2173	3,933.13	Cox		3,933.13
33	11/30/12	Tu Van Nguyen, T & T Construction	R		238	430.78	Plavan		430.78
34	12/10/12	Patrick Tucker Project	R		660	1,194.60	Courreges		1,194.60
35	01/10/13	JP Morgan Chase Bank	C		2533	726.21	Courreges		726.21
	01/15/13	Mai Hoang Project	R		1680	3,040.80	Gisler		3,040.80
36	02/14/13	The Olson Co., The Fountains @ Solana	R		7331	14,295.45	Cox		14,295.45
37	02/07/13	The Olson Co., The Fountains @ Solana	R		2173	4,237.35	Cox		4,237.35
38	02/07/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
39	02/07/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
40	02/07/13	The Olson Co., The Fountains @ Solana	R		2173	4,237.35	Cox		4,237.35
41	02/07/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
42	02/07/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
43	02/14/13	The Olson Co., The Fountains @ Solana	R		7331	14,295.45	Cox		14,295.45
44	02/13/13	Tracy Holbert Project	R		872	1,700.40	Courreges		1,700.40
45	02/13/13	Bill Parker Project	R		614	1,197.30	Newland		1,197.30
46	03/18/13	The Olson Co., The Fountains @ Solana	R		2173	4,237.35	Cox		4,237.35
47	03/18/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
48	03/18/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
49	03/18/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
50	03/18/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
51	03/18/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
52	03/18/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
53	03/18/13	Sonya Crader	R		65	126.75	Plavan		126.75
54	03/18/13	The Olson Co., The Fountains @ Solana	R		1841	3,589.95	Cox		3,589.95
55	03/29/13	Vu, Kim Huong	R		1472	2,870.40	Plavan		2,870.40
56	04/18/13	The Olson Co., The Fountains @ Solana	R		6684	13,033.80	Cox		13,033.80
57	04/18/13	The Olson Co., The Fountains @ Solana	R		6684	13,033.80	Cox		13,033.80
58	04/29/13	Tran, Duc Van	R		1423	2,774.85	Gisler		2,774.85
59	05/01/13	Hazelwood Project	R		546	1,064.70	Newland		1,064.70
60	05/03/13	Allen & Colleen Baylis Project	R		2484	4,843.80	Newland		4,843.80
61	05/08/13	Majid Safaie Project	R		1330	2,593.50	Gisler		2,593.50
62	05/21/13	Yenson, Jayce	R		1383	2,696.85	Tamura		2,696.85
63	05/27/13	JD property	C		650	202.22	Cox		202.22
64	05/30/13	Tam Tran	R		1024	1,996.80	Cox		1,996.80
65	06/12/13	Malik Awan Project	R		1021	1,990.95	Cox		1,990.95
66	06/14/13	The Olson Co., The Fountains @ Solana	R		9758	19,028.10	Cox		19,028.10
67	06/14/13	The Olson Co., The Fountains @ Solana	R		9758	19,028.10	Cox		19,028.10





Board meeting of August 15, 2013

SO: 2013-14/B14-5  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Williams Uniform Complaint Quarterly Report  
(Quarter #4: April 1 to June 30, 2013)**  
DATE: August 7, 2013

---

**Background:**

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendaized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: April 1 to June 30, 2013

The District received no complaints in any of the categories.

**Recommendation:**

It is recommended that the Board of Trustees receive and approve the Williams Quarterly Report for the fourth quarter of the 2012-13 year and approve its submittal to the Orange County Department of Education.



# 2012-2013 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

**District:** Fountain Valley School District

**Person completing this form:** Marc Ecker, Ph.D.

**Title:** Superintendent

- Quarter #1 July 1 to September 30, 2012 **Report due by October 31, 2012**
- Quarter #2 October 1 to December 31, 2012 **Report due by January 31, 2013**
- Quarter #3 January 1 to March 31, 2013 **Report due by April 30, 2013**
- Quarter #4 April 1 to June 30, 2013 **Report due by July 31, 2013**

Date information will be reported publicly at governing board meeting: August 15, 2013

**Please check the box that applies:**

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
CAHSEE Intensive Instruction & Services (High school districts only)			
<b>TOTALS</b>			

Print name of Superintendent: Marc Ecker, Ph. D.

Signature of Superintendent: \_\_\_\_\_

Date: 8/15/13

Please submit to:

Suzie Strelecki  
 Senior Administrative Assistant  
 200 Kalmus Drive, B-1009  
 P.O. Box 9050, Costa Mesa, CA 92628-9050  
 (714) 966-4336 or fax to: (714) 549-2657

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

M E M O R A N D U M  
D/FS

TO: Marc Ecker, Superintendent  
FROM: Stephen McMahon, Assistant Superintendent, Business Services  
DATE: August 7, 2013  
SUBJECT: **Resolution 2014-12 - Authorization to Submit Class Size Waivers**

---

**BACKGROUND**

Education Code section 41376 and 41378 establish class size maximums based on 1964 class sizes. During the financial crisis the District has maintained as high as possible class loading to reduce costs. We obtained a waiver from the SBE for the prior two years and need to apply for a waiver for the years 2012-13 and 2013-14. Without the waiver, our funding will be reduced by \$282,000 as we exceeded class size maximums by 44 students.

The process for a SBE waiver requires Board approval before submission and that a public hearing is held to allow for public comment. Resolution 2014-12 will signify to SBE that the Governing Board authorizes submission of the waivers and has complied with all requirements.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopts Resolution 2014-12 authorizing the submission of class size penalty waivers.

**RESOLUTION NO. 2014-12**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT AUTHORIZING THE APPLICATION OF WAIVERS TO CALIFORNIA STATE BOARD OF EDUCATION ON CLASS SIZE CAP PENALTIES**

WHEREAS, the governing board of the Fountain Valley School District (“District”), in order to comply with Education Code section 33050-33053, held a public hearing on August 15, 2013 to hear public comment on the District’s application to the California State Board of Education seeking a waiver of Education Code sections 41376 (a-f) and 41378 (a-d) and;

WHEREAS, the District has determined that despite an improving financial picture the District continues to deficit spend and continues to make expenditure reductions to meet its financial obligations and;

WHEREAS, Education Code sections 41376 (a-f) and 41378 (a-d) provide that penalties will be imposed on the District should class size limits exceed maximum amounts and;

NOW THEREFORE, be it resolved by the Governing Board of the Fountain Valley School District as follows:

1. That the above recitals are true.
2. That the District’s Governing Board authorizes the submission of waivers to the California State Board of Education of Education Code sections 41376 (a-f) and 41378 (a-d) thereby removing penalties to the general fund revenue limit for the school years 2012-13 and 2013-14.
3. That the District’s Governing Board will continue to make efforts to reduce class sizes as required.
4. That the District’s Governing Board approves Resolution 2014-12
5. That Resolution 2014-12 shall take effect upon adoption.

PASSED AND ADOPTED By the Governing Board on August 15, 2013 by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

**STATE OF CALIFORNIA**    )  
  ) ss  
**COUNTY OF ORANGE**    )

I, Judith Edwards, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

**WITNESSED** my hand this 15<sup>th</sup> day of August, 2013.

---

Clerk of the Governing Board

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S13-14 – 125

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Stephen L. McMahon, Assistant Superintendent, Business Services  
DATE: July 23, 2013  
**SUBJECT: APPROVE CONTRACT WITH 2H CONSTRUCTION**

---

**BACKGROUND**

The largest of tenant suites at the District Office has sat empty for six (6) years. Working closely with our broker, Lee and Associates, a new tenant has been identified and a five (5) year contract signed to lease Suite 214.

The new tenant, GeoSpatial Beach, has specified an office layout that will accommodate their business needs. In coordination with our broker, the District worked with 2H Construction and they have provided a layout and proposal that fits GeoSpatial's needs.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the contract with 2H Construction in the amount of \$106,204.00 and authorize the Superintendent or his designee to sign all documents.

cl



# 2H CONSTRUCTION

2651 Walnut Ave., Signal Hill, CA 90755

Phone 562.424.5567 Fax 562.424.5578



**June 14, 2013**

**Proposal #0613-0013**

Project Estimate For  
**GeoSpatialBeach**

Contact

**Marshall Vogt**  
**Lee & Associates**

**1004 W. Taft Ave - Suite 150**  
**Orange, CA**

Project Location  
**10055 Slater Ave**  
**Suite #**  
**Fountain Valley, CA**

Bid Documents

Architect = **Kamus + Keller**  
Sheet Numbers **sp-v.2**  
Date = **6-12-2013**

Total Square Footage of Project  
**5357**

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<b>DIVISION 1 - GENERAL REQUIREMENTS</b>	<b>\$10,203.55</b>
<b>DIVISION 2 - SITE REQUIREMENTS</b>	<b>\$8,014.20</b>
<b>DIVISION 3 - CONCRETE</b>	<b>\$0.00</b>
<b>DIVISION 4 - MASONRY</b>	<b>\$0.00</b>
<b>DIVISION 5 - METALS</b>	<b>\$0.00</b>
<b>DIVISION 6 - WOODS AND PLASTICS</b>	<b>\$3,750.00</b>
<b>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</b>	<b>\$0.00</b>
<b>DIVISION 8 - DOORS AND WINDOWS</b>	<b>\$6,150.00</b>
<b>DIVISION 9 - FINISHES</b>	<b>\$39,976.50</b>
<b>DIVISION 10 - SPECIALTIES</b>	<b>\$0.00</b>
<b>DIVISION 11 - EQUIPMENT</b>	<b>\$0.00</b>
<b>DIVISION 12 - FURNISHINGS</b>	<b>\$0.00</b>
<b>DIVISION 13 - SPECIAL CONSTRUCTION</b>	<b>\$0.00</b>
<b>DIVISION 14 - CONVEYING SYSTEMS</b>	<b>\$0.00</b>
<b>DIVISION 15 - MECHANICAL</b>	<b>\$14,590.00</b>
<b>DIVISION 16 - ELECTRICAL</b>	<b>\$13,865.00</b>
<b>GENERAL CONTRACTOR'S FEES</b>	<b>\$9,654.93</b>
<b>TOTAL</b>	<b>\$106,204.00</b>
<b>COST PER SQUARE FOOT</b>	<b>\$19.83</b>

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Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**  
D/FS 13-14 - 36

**TO:** Stephen McMahon, Assistant Superintendent, Business Services  
**FROM:** Scott R. Martin, Director, Fiscal Services  
**DATE:** August 2, 2013  
**SUBJECT:** **MANDATE BLOCK GRANT**

---

**BACKGROUND**

Senate Bill (SB) 1016 established a new Mandate Block Grant program to begin with fiscal year 2012-13. The Block Grant allows for \$28 per ADA for Elementary School Districts during the 2013-14 fiscal year. These funds are to be unrestricted. Currently, \$216.6 million of funding has been included in the 2013-14 State Budget for Mandated Block Grants. School Districts may receive funding through the long-standing claims reimbursement process or through the Mandate Block Grant. However, only \$41,000 has been included in the 2013-14 State Budget for traditional claiming methods.

There are several mandates which are not covered by the Mandate Block Grant. Although the 2013-14 State Budget does not include sufficient funding for these “other” mandates, these mandates are constitutionally guaranteed under Article XIII (b) section 6 of the California Constitution. Claims for Non-Block Grant mandates may be filed separately under traditional filing methods.

**RECOMMENDATION**

Based on historic data and future revenue projections, for those mandates covered under the Mandate Block Grant, the \$28 per ADA Block Grant yields greater mandate reimbursements paid more timely than filing individual claims. It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2013/14 fiscal year and authorize the Superintendent or his designee to sign all documents. It is further recommended that the Board of Trustees approve the attached contract with Axiom Advisors & Consultants Inc. for the filing of those mandates which are not included under the Mandate Block Grant and authorize the Superintendent or his designee to sign all documents.



**CONTRACT FOR SERVICES  
RELATING TO**

**MANDATE REIMBURSEMENT SERVICES  
for  
Non-Block Grant Mandates  
MANDATE CENTRAL™ V3.0**

This Agreement is entered into on \_\_\_\_\_, 2013 ("Effective Date"), by and between Axiom Advisors & Consultants, Inc., a California Corporation ("Consultant"), and Fountain Valley Elementary School District, a District office under the laws of the State of California ("District").

**RECITALS**

- A. The State of California must reimburse District for costs found to be a reimbursable mandate under Article XIII (b) section 6 of the California Constitution and in accordance with California Government Code Section 17550 et seq.
- B. District has the authority to enter into an Agreement for the filing of mandate claims through Consultant.
- C. Consultant is qualified to provide the service of preparing mandate reimbursement claims in consideration for the fee established in this Agreement.

Therefore, the parties to this Agreement agree as follows:

**I. CONSULTANT'S RESPONSIBILITIES**

- A. Consultant shall collect and process the information necessary from the District office and all the District's sites for any on-going or new mandate programs not funded in the Mandate Block Grant to be filed during the term of this Agreement.
- B. Consultant shall furnish District with a copy of the claims prepared and filed on behalf of District pursuant to this Agreement. Consultant shall provide the copy of filed claims after the deadline for annual claims.
- C. Consultant shall monitor the California State Controller's Office ("SCO") and Commission on State Mandates ("CSM") for new claims.
- D. Consultant shall make a good faith effort to file all mandate claims in accordance with existing laws, regulations and applicable written guidelines.

## II. DISTRICT'S RESPONSIBILITIES

- A. District agrees that District staff shall use logs or a process approved by Consultant to record mandate reimbursable activities on a contemporaneous basis when possible.
- B. District shall furnish Consultant with any and all information necessary to prepare and file the mandate claims before or on the claim deadline. Information for purposes of this paragraph shall include but not be limited to documents, records, and receipts.
- C. District agrees to promptly pay Consultant's fees for services rendered according to Section V. Payments are due and payable upon receipt of invoice.
- D. District agrees to take that action that is necessary under applicable state and federal constitutional provisions, statutes, and regulations. District agrees to perform its obligations under this Agreement in a timely manner.

## III. MANDATE SERVICES

- A. **All New and On-going Mandate Filing Services-10% Filing Fee, not to exceed \$1,000 per claim.**  
Mandate Programs included:

### New Mandate Programs

- Behavioral Intervention Plans (2012-13 FY- On-going)
- Uniform Complaint Procedures (2002-03 FY- On-going)

### On-going Mandate Programs

- Graduation Requirements
- Developer Fees
- Charter Schools IV
- Public Contracts

District requests this service \_\_\_\_\_  
Initials Date

- B. **Behavioral Intervention Plan Mandate Filing Service \$2,000**

Axiom will prepare the reimbursement claims for the Behavioral Intervention Plans mandate for fiscal years 1993-94 through 2011-12.

District requests this service \_\_\_\_\_  
Initials Date

- C. **Mandate Compliance Check/Outside Audit Preparation \$225/site (for sites selected in Appendix B).**

Consultant will compile supporting documentation into a format most conducive for analysis from your outside auditor during the district's annual audit, as they will now be tasked with ensuring the district and its sites are in complete compliance with all eligible mandate programs.

District requests this service \_\_\_\_\_  
Initials Date



#### **IV. TERM**

- A. This agreement shall run from the Effective Date through June 30, 2014 subject to this Termination of Agreement provision in Section V. During the term of this Agreement Consultant shall complete all work necessary to file or amend all claims for which the claim filing deadline falls between July 1, 2013 and June 30, 2014.

#### **V. MISCELLANEOUS**

- A. **Authority:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
- B. **Modifications:** This Agreement may be modified only by a written amendment to this Agreement executed by both parties.
- C. **Termination of Agreement:** This Agreement may be terminated by mutual written consent or by either party, provided that the terminating party gives sixty (60) days written notice to the other party. In the event of termination, District shall pay Consultant for all fees for work performed up to the date of termination at rates specified in Section V of the Agreement. Consultant shall provide the District with all work products completed up to the date of termination.
- D. **Attorney's Fees and Costs:** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
- E. **Severability:** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- F. **Notices:** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Consultant**

**Axiom Advisors & Consultants, Inc.**  
4935 Hillside Circle  
El Dorado Hills, CA 95762  
Attn: Mandate Agreements

**District**

**Fountain Valley Elementary School District**  
10055 Slater Avenue  
Fountain Valley, CA 92708-3405

- G. **Governing Law:** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
- H. **Entire Agreement:** This Agreement, which includes the "Proposal for Agreement for Services" set forth in Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

## **VI. COMPENSATION**

The compensation for this agreement will be determined from the services selected in **Section III. "Mandate Services" for period identified in Section IV. "Term"**. Consultant shall provide access to its data collection software, log sheets and provide assistance necessary to complete the claim preparation for all Non-Block Grant claims.

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed on the Effective Date.*

*Executed at \_\_\_\_\_, California, on the Effective Date.*

### **CONSULTANT**

\_\_\_\_\_  
Brandi Bier  
Director  
Axiom Consultants & Advisors, Inc.

### **DISTRICT**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name (Please Print)

Fountain Valley Elementary School District

Provide your email address below to receive the executed Agreement by email:

\_\_\_\_\_ @ \_\_\_\_\_

## APPENDIX A

### PROPOSAL FOR MANDATED COST SERVICES

This proposal for the **Fountain Valley Elementary School District** is to provide the services set forth under Article I of the Agreement for Services relating to the preparation of non-block grant mandate claims for reimbursement pursuant to California Government Code Section 17550 et seq.

**The proposal is for the district office and 10 school sites. The proposal includes: the annual filing of all non-block grant mandate claims (unless otherwise specified), amending of non-block grant claims, and the filing of new claims due within the term of the agreement.**

This Proposal is **valid until September 30, 2013** unless extended in writing by Consultant.

August 2, 2013

\_\_\_\_\_, Director of Products & Services  
**Brandi Bier**

**Axiom Advisors & Consultants, Inc.**  
4935 Hillside Circle  
El Dorado Hills, CA 95762

### APPENDIX B

School Sites		Prepare Mandates for this site? (Please Circle Yes or No)	
1	Courreges (Roch) Elementary	Yes	No
2	Cox (James H.) Elementary	Yes	No
3	Fulton (Harry C.) Middle	Yes	No
4	Gisler (Robert) Elementary	Yes	No
5	Masuda (Kazuo) Middle	Yes	No
6	Newland (William T.) Elementary	Yes	No
7	Oka (Isojiro) Elementary	Yes	No
8	Plavan (Urbain H.) Elementary	Yes	No
9	Talbert (Samuel E.) Middle	Yes	No
10	Tamura (Hisamatsu) Elementary	Yes	No
11	Fountain Valley (District Office)		
		Initials _____	Initials _____



**Fountain Valley School District  
BUSINESS SERVICES DIVISION  
DFS/ 13-14 - 35**

**M E M O R A N D U M**

TO: Stephen McMahon, Assistant Superintendent, Business Services  
FROM: Scott R. Martin, Director, Fiscal Services  
DATE: August 1, 2013  
**SUBJECT: APPROVAL OF LEASE ADDENDUMS FOR MODULAR CLASSROOMS**

---

**BACKGROUND**

The District leases six modular classrooms from an outside vendor under two separate operating leases. The following lease addendums extend the terms of these leases thru June 30, 2014. There are no other changes to the terms and conditions of these leases.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the lease addendums extending the term of these leases thru June 30, 2014 and authorize the Superintendent or his designee to sign all documents.

cl



## Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

[www.MobileModularRents.com](http://www.MobileModularRents.com)

**Contract Addendum**  
Date: 7/22/2013

**Customer :** Fountain Valley SD  
**Billing Address:** 10055 Slater Avenue  
**City/State/Zip:** Fountain Valley Ca 92708

**Attn:** Scott R. Martin  
**Phone :** 714-843-3249  
**Fax:** 714-843-3252  
**E-mail:** [martins@fvsd.us](mailto:martins@fvsd.us)

**Project Name :** Kazuo Masuda Middle School  
**Site Address :** 17415 Los Jardines W  
**City/State/Zip:** Fountain Valley Ca 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

**ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.**

**Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.**

### Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
525364	18	07/15/04	41576	Classroom, 24x40 DSA (Item1001)	7/1/2013	6/30/2014	12	\$6,468.00
525365	18	07/15/04	41577	Classroom, 24x40 DSA (Item1001)	7/1/2013	6/30/2014	12	\$6,468.00
582481	12	10/01/07	40321	Classroom, 24x40 DSA (Item1001)	7/1/2013	6/30/2014	12	\$6,012.00
582611	12	10/08/07	40427	Classroom, 24x40 DSA (Item1001)	7/1/2013	6/30/2014	12	\$6,144.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

### Additional Contract Addendum Notes:

**Mobile Modular Management Corporation**

**Fountain Valley SD**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Call (951)360-5156 with any questions or comments, ask for Karina Olvera**

**Thank you for contacting Mobile Modular.**

**\*\*Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**



## Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

[www.MobileModularRents.com](http://www.MobileModularRents.com)

**Contract Addendum**  
Date: 7/23/2013

**Customer :** Fountain Valley SD  
**Billing Address:** 10055 Slater Avenue  
**City/State/Zip:** Fountain Valley Ca 92708

**Attn:** Scott R. Martin  
**Phone :** 714-843-3249  
**Fax:** 714-843-3252  
**E-mail:** [martins@fvsd.us](mailto:martins@fvsd.us)

**Project Name :** Fulton Middle School  
**Site Address :** 8778 El Lago St.  
**City/State/Zip:** Fountain Valley Ca 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

**ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.**

**Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.**

### Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
578969	12	07/19/07	40566	Classroom, 24x40 DSA (Item1001)	7/1/2013	6/30/2014	12	\$6,012.00
578970	12	07/19/07	40581	Classroom, 24x40 DSA (Item1001)	7/1/2013	6/30/2014	12	\$6,012.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

### Additional Contract Addendum Notes:

#### Mobile Modular Management Corporation

#### Fountain Valley SD

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Call (951)360-5156 with any questions or comments, ask for Karina Olvera**

**Thank you for contacting Mobile Modular.**

**\*\*Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**



FOUNTAIN VALLEY SCHOOL DISTRICT  
Curriculum/Instruction

*MEMORANDUM*

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** *CONTRACTUAL AGREEMENT FOR PURCHASE OF  
CONSULTING SERVICES AND MATERIALS FOR THINKING  
MAPS TRAINING FOR TEACHERS AT NEWLAND AND TAMURA*  
**DATE:** August 7, 2013

---

**BACKGROUND INFORMATION:**

When students can visualize their thinking, it helps them develop a concrete image of abstract thoughts. Visual representations also enhance the brain's natural ability to detect and construct meaningful patterns. *Thinking Maps* are eight specific visual patterns that support student understanding of complex ideas and situations.

Five elementary schools in the Fountain Valley School District have been trained in *Thinking Maps*. Providing training for teachers at Newland and Tamura will ensure all elementary students have access to these research-proven learning tools. In addition to the direct benefit to students, having all District elementary schools trained in *Thinking Maps* provides for future options of extending its use at the middle school level or building upon it with addition of the *Write from the Beginning* program at a later time.

All expenses associated with training and materials will be covered using a combination of categorical funds.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the contractual agreement for the purchase of consulting services and materials for *Thinking Maps* training for teachers at Newland and Tamura.



8/7/2013

Ms. Anne Silavs  
Newland Elementary and Tamura Elementary  
10055 Slater Avenue  
Fountain Valley, CA 92708

Dear Ms. Silavs:

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Ms. Brenda Moustafa scheduled for your Thinking Maps Day One beginning on 8/27/2013.

Enclosed, please find two copies of a contract for your training. As discussed, these sessions will be billed per day at \$1500.00 for 1 day(s). Please sign both copies of this contract, keep one copy for your records, and return the other copy to our office in Cary, North Carolina. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Newland Elementary and Tamura Elementary.

Best Regards,

A handwritten signature in black ink that reads "Dan Courtney". The signature is written in a cursive, flowing style.

Dan Courtney  
Office Manager



## **SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials**

**Contract Number: 7210** (will appear on your invoices for these days)

This agreement entered into on **8/7/2013**, by and between the Contractor, Thinking Maps Inc., and the Customer:

**Newland Elementary and Tamura Elementary**

**10055 Slater Avenue**

**Fountain Valley, CA 92708**

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$1500.00** per day for a total of **1** day(s). The following dates are scheduled: **8/27/2013**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **8/27/2013**. Any changes to dates on this agreement must be performed no later than **8/7/2014**.

### **Cancellation / Date Change Policy**

Ten (10) business days advance notice in writing via email ([dan@thinkingmaps.com](mailto:dan@thinkingmaps.com)) or fax (919-678-8782) is required for any contract cancellations or date changes. If cancelled or date changed within 10 business days of the contracted date, the school/district will be billed for actual incurred costs.

**Special Contractual Agreement for  
Purchase of Consulting Services and Materials**

**Contract #:** 7210  
**Consultant Name:** Ms. Brenda Moustafa  
**Description of Training:** Thikning Maps Day One

\_\_\_\_\_  
Customer Name (Please print or type name of entity)

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
Customer Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City • State • Zip

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

**Thinking Maps Inc.**

**Federal I.D. #: 56-1717372**

**401 Cascade Pointe Lane**



**Cary, North Carolina 27513**

**Signature: Dan Courtney**  
**Office Manager**  
[dan@thinkingmaps.com](mailto:dan@thinkingmaps.com)

**8/7/2013**

**\*There are no travel expenses associated with this contract\***

Please mail or fax a signed copy of this contract within 15 business days  
from (**8/7/2013**) to:

Thinking Maps Inc.  
401 Cascade Pointe Lane  
Cary, NC 27513  
Fax: (919) 678-8782

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: August 02, 2013  
Subject: **Non-Public Agency Contracts**

Board Meeting Date: August 15, 2013

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
280431-2399	Behavior Solutions, Inc.	5,000.00	2013-07-01 to 2014-06-30
424423-2400	Sylvia Mende, Psy.D.	25,000.00	2013-07-01 to 2014-06-30
215809-2401	Cornerstone Therapies	400.00	2013-07-01 to 2014-06-30
848471-2402	Cornerstone Therapies	7,000.00	2013-07-01 to 2014-06-30
756126-2403	Cornerstone Therapies	3,700.00	2013-07-01 to 2014-06-30
605232-2404	Cornerstone Therapies	1,700.00	2013-07-01 to 2014-06-30
873811-2405	Cornerstone Therapies	5,100.00	2013-07-01 to 2014-06-30

Approved by the FVSD Board of Trustees  
August 15, 2013

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Marc Ecker, Ph.D.  
Superintendent



2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: August 02, 2013  
Subject: **Non-Public Agency Contracts**

Board Meeting Date: August 15, 2013

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
194632-2406	Cornerstone Therapies	1,000.00	2013-07-01 to 2014-06-30
367538-2409	Cornerstone Therapies	7,150.00	2013-07-01 to 2014-06-30
331241-2410	Cornerstone Therapies	300.00	2013-07-01 to 2014-06-30
191474-2413	Cornerstone Therapies	8,300.00	2013-07-01 to 2014-06-30
277152-2415	Cornerstone Therapies	1,000.00	2013-07-01 to 2014-06-30
194608-2417	Speech and Language Pathology Services	9,020.00	2013-07-01 to 2014-06-30
709751-2419	Cornerstone Therapies	3,400.00	2013-07-01 to 2014-06-30

Approved by the FVSD Board of Trustees  
August 15, 2013

---

Marc Ecker, Ph.D.  
Superintendent

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: August 02, 2013  
Subject: **Non-Public Agency Contracts**

Board Meeting Date: August 15, 2013

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
191454-2420	Behavior Solutions, Inc.	500.00	2013-07-01 to 2014-06-30

Approved by the FVSD Board of Trustees  
August 15, 2013

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Marc Ecker, Ph.D.  
Superintendent

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: August 02, 2013  
Subject: **Non-Public School Contracts**

Board Meeting Date: August 15, 2013

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
192103-2398	Oak Grove Institute	131,959.70	2013-07-01 to 2014-06-30
710705-2407	Therapeutic Education Centers	44,935.00	2013-07-01 to 2014-06-30
192150-2408	Speech & Language Development Center	57,084.50	2013-07-01 to 2014-06-30
324571-2411	Therapeutic Education Centers	47,025.00	2013-07-01 to 2014-06-30
666908-2412	Therapeutic Education Centers	44,935.00	2013-07-01 to 2014-06-30
191474-2414	Speech & Language Development Center	58,266.25	2013-07-01 to 2014-06-30
376014-2416	Therapeutic Education Centers	44,935.00	2013-07-01 to 2014-06-30

Approved by the FVSD Board of Trustees  
August 15, 2013

---

Marc Ecker, Ph.D.  
Superintendent

**2013/2014**

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**

**CONFIDENTIAL MEMO**

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: August 02, 2013  
Subject: **Non-Public School Contracts**

Board Meeting Date: August 15, 2013

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
214262-2418	Mardan Center of Educational Therapy	30,960.00	2013-07-01 to 2014-06-30
191454-2421	Speech & Language Development Center	53,172.50	2013-07-01 to 2014-06-30

Approved by the FVSD Board of Trustees  
August 15, 2013

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Marc Ecker, Ph.D.  
Superintendent

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Oak Grove Institute  
 Pupil Name: 192103-2398 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Residential Facility  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
3. The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 210 x Per Diem 129.77 TOTAL BASIC EDUCATION COSTS 27,251.70

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Room & Board	NPS	1.00 Month	8,309.00	12.00	99,708.00
2. Transportation public carrier	NPS	0.00	0.00	0.00	5,000.00

Maximum Total Related Services Costs (B) 104,708.00  
 Maximum Total Basic Education and Related Services Costs (A + B) 131,959.70  
 Maximum Per Diem for Basic Education 129.77

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Oak Grove Institute  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

24275 Jefferson Avenue, Murrieta, CA 92562  
(Address)

951-677-5599                      951-698-0461  
(Telephone Number)                      (FAX Number)

33-0470446  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Behavior Solutions, Inc.  
 Pupil Name: 280431-2399 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Multiple Subject, Learning Handicapped, Severely Handicapped
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior Intervention Services	NPA	180.00 Minutes	250.00	20.00	5,000.00
1x90min/wk					

Maximum Total Related Services Costs (B) 5,000.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Behavior Solutions, Inc.  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

25795 Via Lomas #190, Laguna Hills, CA 92653  
(Address)

949-460-6184                      949-448-8393  
(Telephone Number)                      (FAX Number)

33-0752909  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 215809-2401 DOB \_\_\_\_\_  
 Last, First Middle :

Address: \_\_\_\_\_  
 Street

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Unknown  
 (K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street City Zip

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation 1x60min/yr	NPA	60.00 Minutes	100.00	1.00	100.00
2. Physical Therapy - Collab 3x60min/yr	NPA	60.00 Minutes	100.00	3.00	300.00

Maximum Total Related Services Costs (B) 400.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 848471-2402 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days                      x Per Diem                      TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	80.00	6,800.00
2x60min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	2.00	200.00
2x60min/yr					

Maximum Total Related Services Costs (B) 7,000.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 756126-2403 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic 2x30min/wk	NPA	60.00 Minutes	85.00	40.00	3,400.00
2. Physical Therapy - Consultation 4x45min/yr	NPA	60.00 Minutes	100.00	3.00	300.00

Maximum Total Related Services Costs (B) 3,700.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 605232-2404 DOB \_\_\_\_\_  
 Last, First Middle :

Address: \_\_\_\_\_  
 Street

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street City Zip

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	20.00	1,700.00
1x30min/wk					

Maximum Total Related Services Costs (B) 1,700.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 873811-2405 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	60.00	5,100.00
3x30min/wk					

Maximum Total Related Services Costs (B) 5,100.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 194632-2406 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days                      x Per Diem                      TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	5.00	500.00
5x60min/yr					
2. Occupational Therapy - Consultation	NPA	60.00 Minutes	100.00	5.00	500.00
5x60min/yr					

Maximum Total Related Services Costs (B) 1,000.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)              (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Therapeutic Education Centers  
 Pupil Name: 710705-2407 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
3. The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 209 x Per Diem 163.00 TOTAL BASIC EDUCATION COSTS 34,067.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Transportation	NPS	1.00 Day	52.00	209.00	10,868.00

Maximum Total Related Services Costs (B) 10,868.00  
 Maximum Total Basic Education and Related Services Costs (A + B) 44,935.00  
 Maximum Per Diem for Basic Education 163.00

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Therapeutic Education Centers  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

1010 W. Seventeenth St., Santa Ana, CA 92706  
(Address)

714-836-3100                      714-245-2110  
(Telephone Number)                      (FAX Number)

95-3717718  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

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Date: 08-02-13 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Speech & Language Development Center

Pupil Name: 192150-2408 DOB \_\_\_\_\_  
Last, First Middle :

Address: \_\_\_\_\_  
Street

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
(K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City Zip

**CONTRACT TERMS:**

1. The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed \_\_\_\_\_, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be \_\_\_\_\_ per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

**A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):**

Number of days 204 x Per Diem 135.50 TOTAL BASIC EDUCATION COSTS 27,642.00

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Adapted Physical Education 1x30min/wk	NPS	60.00 Minutes	81.50	21.00	1,711.50
2. Language/Speech Therapy/Individual 4x30min/wk	NPS	60.00 Minutes	81.50	82.00	6,683.00
3. Language/Speech Therapy/Consult 1x30min/wk	NPS	60.00 Minutes	81.50	21.00	1,711.50
5. Occupational Therapy 1x30min/wk	NPS	60.00 Minutes	81.50	21.00	1,711.50
6. Language/Speech Therapy/Consult 6x60min staff/par training	NPS	60.00 Minutes	81.50	6.00	489.00
7. One-on-One Aide 360min/day	NPS	60.00 Minutes	14.00	1,224.00	17,136.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Maximum Total Related Services Costs (B)	<u>29,442.50</u>
Maximum Total Basic Education and Related Services Costs (A + B)	<u>57,084.50</u>
Maximum Per Diem for Basic Education	<u>135.50</u>

Other Provisions (attachments as necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

8699 Holder, Buena Park, CA 90620  
(Address)

714-821-3620                      714-821-5683  
(Telephone Number)                      (FAX Number)

95-2162129  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 367538-2409 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic 2x60min/wk	NPA	60.00 Minutes	85.00	80.00	6,800.00
2. Physical Therapy - Consultation 1x30min/yr	NPA	60.00 Minutes	100.00	1.00	50.00
3. Physical Therapy - Collaboration 3x60min/yr	NPA	60.00 Minutes	100.00	3.00	300.00

Maximum Total Related Services Costs (B) 7,150.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
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This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 331241-2410 DOB \_\_\_\_\_  
 Last, First Middle : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	3.00	300.00
3x60min/yr					

Maximum Total Related Services Costs (B) 300.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Therapeutic Education Centers  
 Pupil Name: 324571-2411 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
- The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
- The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 209 x Per Diem 163.00 TOTAL BASIC EDUCATION COSTS 34,067.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Transportation	NPS	1.00 Day	62.00	209.00	12,958.00

Maximum Total Related Services Costs (B) 12,958.00  
 Maximum Total Basic Education and Related Services Costs (A + B) 47,025.00  
 Maximum Per Diem for Basic Education 163.00

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Therapeutic Education Centers  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

1010 W. Seventeenth St., Santa Ana, CA 92706  
(Address)

714-836-3100                      714-245-2110  
(Telephone Number)                      (FAX Number)

95-3717718  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Therapeutic Education Centers

Pupil Name: 666908-2412 DOB \_\_\_\_\_  
Last, First Middle :

Address: \_\_\_\_\_  
Street

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): \_\_\_\_\_  
(K - 8 or 9 - 12) If LCI, indicate number: So. Coast Childrens So

Parent/Guardian: _____	Home Phn: _____	Cell Phn: _____
Address: _____		
Street	City	Zip

CONTRACT TERMS:

- 1. The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
- 2. The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
- 3. The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
- 4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 209 x Per Diem 163.00 TOTAL BASIC EDUCATION COSTS 34,067.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Transportation	NPS	1.00 Day	52.00	209.00	10,868.00

Maximum Total Related Services Costs (B)	<u>10,868.00</u>
Maximum Total Basic Education and Related Services Costs (A + B)	<u>44,935.00</u>
Maximum Per Diem for Basic Education	<u>163.00</u>

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Therapeutic Education Centers  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

1010 W. Seventeenth St., Santa Ana, CA 92706  
(Address)

714-836-3100                      714-245-2110  
(Telephone Number)                      (FAX Number)

95-3717718  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 191474-2413 DOB \_\_\_\_\_  
Last, First Middle :

Address: \_\_\_\_\_  
Street

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
(K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City Zip

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Home	NPA	60.00 Minutes	100.00	80.00	8,000.00
2x60min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	3.00	300.00
3x60min/yr					

Maximum Total Related Services Costs (B) 8,300.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Speech & Language Development Center  
 Pupil Name: 191474-2414 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Leraning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed \_\_\_\_\_, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be \_\_\_\_\_ per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 204 x Per Diem 135.50 TOTAL BASIC EDUCATION COSTS 27,642.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
3. One-on-One Aide	NPS	60.00 Minutes	14.00	1,224.00	17,136.00
6hrs/day					
4. Language/Speech Therapy/Individual	NPS	60.00 Minutes	81.50	41.00	3,341.50
2x30min/wk					
5. Language/Speech Therapy/Group	NPS	60.00 Minutes	81.50	21.00	1,711.50
1x30min/wk					
6. Assistive Tech Consult	NPS	60.00 Minutes	81.50	6.00	448.25
1x30min/mo					
7. Occupational Therapy	NPS	60.00 Minutes	81.50	54.00	4,401.00
1x30min/day					
8. Occupational Therapy/Consult	NPS	60.00 Minutes	81.50	3.00	244.50
3x30min/yr					

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

9. Adapted Physical Education	NPS	60.00 Minutes	81.50	41.00	3,341.50
2x30min/wk					

Maximum Total Related Services Costs (B)	30,624.25
Maximum Total Basic Education and Related Services Costs (A + B)	58,266.25
Maximum Per Diem for Basic Education	135.50

Other Provisions (attachments as necessary): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
 and terminates on 5:00 p.m. on: 2014-06-30  
 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center  
 (Name of Nonpublic School/Agency)

Fountain Valley School District  
 (Name of School District)

\_\_\_\_\_  
 (Contracting Officer's Signature) Date

\_\_\_\_\_  
 (Signature) Date

\_\_\_\_\_  
 (Type Name and Title)

Marc Ecker, Ph.D.  
 (Type Name of Superintendent)

8699 Holder, Buena Park, CA 90620  
 (Address)

714-821-3620                      714-821-5683  
 (Telephone Number)                      (FAX Number)

95-2162129  
 (Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 277152-2415 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Collaboration	NPA	60.00 Minutes	100.00	10.00	1,000.00
10x60min/yr					

Maximum Total Related Services Costs (B) 1,000.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Therapeutic Education Centers  
 Pupil Name: 376014-2416 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
3. The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 209 x Per Diem 163.00 TOTAL BASIC EDUCATION COSTS 34,067.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Transportation	NPS	1.00 Day	52.00	209.00	10,868.00

Maximum Total Related Services Costs (B)	10,868.00
Maximum Total Basic Education and Related Services Costs (A + B)	44,935.00
Maximum Per Diem for Basic Education	163.00

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Therapeutic Education Centers  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

1010 W. Seventeenth St., Santa Ana, CA 92706  
(Address)

714-836-3100                      714-245-2110  
(Telephone Number)                      (FAX Number)

95-3717718  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Speech and Language Pathology Services  
 Pupil Name: 194608-2417 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days                      x Per Diem                      TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Speech and Language Therapy	NPA	60.00 Minutes	110.00	80.00	8,800.00
2x60min/wk					
2. Speech and Language Consultation	NPA	60.00 Minutes	110.00	2.00	220.00
2x60min/yr					

Maximum Total Related Services Costs (B) 9,020.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech and Language Pathology Services  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

161 Fashion Lane, #116, Tustin, CA 92780  
(Address)

714-544-1860                      714-544-2022  
(Telephone Number)                      (FAX Number)

33-0234000  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Mardan Center of Educational Therapy  
 Pupil Name: 214262-2418 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
- The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
- The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 180 x Per Diem 172.00 TOTAL BASIC EDUCATION COSTS 30,960.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
----------	---------------	-------------------	------------------	----------------------	--

Maximum Total Related Services Costs (B)	<u>0.00</u>
Maximum Total Basic Education and Related Services Costs (A + B)	<u>30,960.00</u>
Maximum Per Diem for Basic Education	<u>172.00</u>

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Mardan Center of Educational Therapy  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

1 Osborn, Irvine, CA 92604  
(Address)

949-733-1500                      949-733-9234  
(Telephone Number)                      (FAX Number)

95-2547940  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 709751-2419 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	40.00	3,400.00
1x60min/wk					

Maximum Total Related Services Costs (B) 3,400.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Behavior Solutions, Inc.  
 Pupil Name: 191454-2420 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Multiple Subject, Learning Handicapped, Severely Handicapped
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior Intervention Services	NPA	180.00 Minutes	250.00	2.00	500.00
1x30/mo					

Maximum Total Related Services Costs (B) 500.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Behavior Solutions, Inc.  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

25795 Via Lomas #190, Laguna Hills, CA 92653  
(Address)

949-460-6184                      949-448-8393  
(Telephone Number)                      (FAX Number)

33-0752909  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 08-02-13 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Speech & Language Development Center  
 Pupil Name: 191454-2421 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Leraning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed \_\_\_\_\_, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be \_\_\_\_\_ per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 204 x Per Diem 135.50 TOTAL BASIC EDUCATION COSTS 27,642.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Adapted Physical Education 2x30min/wk	NPS	60.00 Minutes	81.50	41.00	3,341.50
2. Language/Speech Therapy/Individual 2x30min/wk	NPS	60.00 Minutes	81.50	41.00	3,341.50
3. Occupational Therapy 2x15min/wk	NPS	60.00 Minutes	81.50	21.00	1,711.50
4. One-on-One Aide 6hrs/day	NPS	60.00 Minutes	14.00	1,224.00	17,136.00

Maximum Total Related Services Costs (B) 25,530.50  
 Maximum Total Basic Education and Related Services Costs (A + B) 53,172.50  
 Maximum Per Diem for Basic Education 135.50

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2013-07-01  
and terminates on 5:00 p.m. on: 2014-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

8699 Holder, Buena Park, CA 90620  
(Address)

714-821-3620                      714-821-5683  
(Telephone Number)                      (FAX Number)

95-2162129  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of August, 20 13, by and between Sylvia Mende, Psy.D. hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

**To provide Behavioral/Autism Consultation and Supervision services to student with SEISID 424423.**

2. The Independent Contractor will commence providing services under this AGREEMENT on July 1 20 13, and will diligently perform as required and complete performance by June 30 20 14. The Independent Contractor will perform said services as an independent calling and not as an employee of the District. Independent Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The District shall pay the Independent Contract **A total not to exceed \$25,000 at \$140.00/hour for Behavioral/Autism Consultation and Supervision and \$150.00 Round Trip for Drive Time** for services pursuant to this AGREEMENT Payment shall be made **upon receipt of an invoice**. Independent Contractor shall submit an invoice to the District 30 days in advance of each payment due date.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
  - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

## INDEPENDENT CONTRACTOR AGREEMENT

Page Two

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOFF, The parties hereto have caused this AGREEMENT to be executed.

### INDEPENDENT CONTRACTOR

### FOUNTAIN VALLEY SCHOOL DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Sylvia Mende, Psy.D.**

\_\_\_\_\_  
Printed Name

Marc Ecker, Ph.D.  
Superintendent  
10055 Slater Avenue  
Fountain Valley, CA 92708

**P.O. Box 3315**

\_\_\_\_\_  
Address

**Rancho Santa Fe, CA 92067**

\_\_\_\_\_  
City, State, Zip

**858-245-9706**

\_\_\_\_\_  
Phone No.

**858-759-5026**

\_\_\_\_\_  
FAX No.

**563-49-5218**

\_\_\_\_\_  
Federal ID for business/Social Security No. for individuals

\_\_\_\_\_  
Date

SylviaMende\_Contract

\_\_\_\_\_  
Date

## WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

### INDEPENDENT EDUCATIONAL EVALUATIONS

#### Definitions and Procedures

“*Independent Educational Evaluation (IEE)*” means an evaluation conducted by a qualified examiner who is not employed by the District.

“*Public Expense*” means that the District either pays for the full cost of the evaluation or components or ensures that the evaluation or components are otherwise provided at no cost to the parent/guardian.

#### PARENT REQUESTS FOR AN IEE:

A parent may request an IEE at public expense if they disagree with an assessment conducted by the District. The primary purpose of an IEE is to be able to compare it to the disputed District assessment so that IEP decisions can be made based on a consideration of both assessments. Therefore, parent’s request for an IEE at public expense must be made within a reasonable time following the completion of the District’s assessment, generally within one year.

If a parent requests an IEE at public expense the District will, without unnecessary delay, either (1) initiate a due process hearing to establish that its assessment is appropriate, or (2) ensure that an IEE is provided at public expense.

If a parent makes a verbal request for an IEE during an IEP team meeting, the request will be included in the notes for the IEP team meeting. If a parent makes a verbal request for an IEE outside of an IEP team meeting, the appropriate staff person will inform the parent that the request should be in writing, and will offer assistance to write the request, if appropriate.

A parent may be requested to indicate the reasons for disagreement with the District assessment, however, the parent is not required to specify the areas of disagreement with the District’s assessment as a condition to obtaining an IEE at public expense, and the District may not delay a response to the parent’s request if no further information is provided.

The District does not have an obligation to reimburse a parent for IEEs initiated prior to the date that the District’s assessment is completed and discussed at an IEP team meeting.

A parent is only entitled to reimbursement for one IEE at public expense for each assessment completed by the District with which the parent disagrees.

When a parent requests that an IEE be conducted, the school shall notify the District’s Director of Special Education, or designee. The District may, in an attempt to resolve the parent’s disagreement with the District’s assessment, propose that additional assessment(s) be conducted by District or WOCCE staff, qualified assessors from other public agencies, or private sector providers at district expense.

If the District agrees to provide or fund an IEE, the parent will be notified in writing whom to contact at the District office and/or by what other means the parent may start the IEE process. The written notice will be accompanied by the WOCCE IEE Definitions and Procedures, IEE

Criteria, and Sources of Independent Evaluation by Area of Assessment. While the District will not limit the parent's time to obtain the IEE, parents are encouraged to obtain the IEE within a reasonable period of time, in order to allow for a meaningful review of the IEE by the IEP team after review of the District's assessment.

If a parent requests reimbursement or payment for an IEE which has already been completed, without previously making such a request, the District will either agree to fund the costs of the IEE, or file a request for due process hearing to defend its assessment without unnecessary delay. Under these circumstances, the IEE obtained by the parent still must comply with the WOCCE IEE criteria.

If the parent chooses to obtain an IEE at their own expense, the IEP team will still fully consider the IEE in making educational decisions for the student.

If the District initiates a due process hearing and the final decision is that the District's assessment is appropriate, the parent still has the right to obtain an IEE, but not at public expense.

#### PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

The parent has the right to choose an independent evaluator from the WOCCE Sources of Independent Evaluation by Area of Assessment list. The District must allow parents the opportunity to select a qualified evaluator that meets the WOCCE IEE criteria for qualified evaluators, even if the evaluator is not on the list of potential evaluators established by WOCCE.

If the parent elects to obtain an IEE by an evaluator not on the WOCCE Sources of Independent Evaluation by Area of Assessment, and the District/WOCCE determines the evaluator does not meet the WOCCE IEE criteria for one or more areas assessed, the District may decline payment for all or part of the costs of the IEE, as appropriate, if there is no justification for selection of an evaluator that does not meet the WOCCE IEE criteria. In the event this occurs, the District will file a request for a due process hearing seeking a determination that the IEE does not comply with the WOCCE IEE criteria without unnecessary delay.

**It is the parent's responsibility to inform the independent evaluator of the WOCCE IEE criteria and procedures and it is suggested that the parent provide the independent evaluator with a copy of these procedures.**

#### IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;

3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

#### IEP TEAM CONSIDERATION OF THE IEE:

IEEs are designed to assist in the determination of the educational needs of students with disabilities. The IEP team is ultimately responsible for determining placements and services. The results of the IEE(s) will be considered in making educational decisions as required by Title 34 of the Federal Code of Regulations and/or Section 504 of the Rehabilitation Act of 1973. However, IEEs will not control the IEP team's determinations regarding eligibility for special education, appropriate goals, and/or placement and services recommendations.

#### RELEASE OF INFORMATION AND RESULTS:

As part of the evaluation, independent evaluators must agree to release their assessment information and results, including copies of any and all test protocols utilized in the assessment process as well as written report(s) of results, directly to the District prior to the receipt of payment (or reimbursement to parent) for their assessment.

#### COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

#### GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

#### PAYMENT FOR COMPLETED IEE:

Upon completion of the IEE, it is the parent's responsibility to provide the District with the IEE report, test protocols, invoice of costs incurred for services provided, and proof of payment (if applicable). Once the completed IEE and required documentation has been provided to the District, it is the responsibility of the District's Director of Special Education or designee to determine whether the completed IEE meets the WOCCE IEE criteria. Payment may be limited for any test administration or other portion of the assessment conducted beyond the assessor's area(s) of expertise.

If the parent elected an evaluator with whom the District has a contractual relationship, as confirmed by the District/WOCCE, then payment shall be made directly to the independent evaluator. If the parent elected an evaluator who does not have a contract with the District, then reimbursement for the costs of the IEE shall be made to the parent in a timely manner.

Reimbursement will be in accordance with the District's policies and procedures and in the amount no greater than the actual cost to the parents.

#### SPECIAL CONSIDERATIONS:

Consideration shall be given to unique circumstances when necessary to assist a parent in obtaining an IEE at public expense. Any such request shall be made to the District's Director of Special Education, or designee.



***WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA***

**INDEPENDENT EDUCATIONAL EVALUATIONS  
Criteria**

**IEE COMPONENTS:**

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

**COST LIMITATIONS:**

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

**GEOGRAPHIC LIMITATIONS:**

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

**MINIMUM QUALIFICATIONS FOR EVALUATORS:**

All assessments must be conducted by persons competent to perform the assessment as determined by the District/WOCCSE as described in the California Education Code and the Code of Federal Regulations. Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications.

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Academic Achievement	Wechsler Individual Achievement Test–Third Edition (WIAT–III), Woodcock Johnson Test of Academic Achievement, Wide Range Achievement Test, 4th edition (WRAT-4), Kaufman Test of Educational Achievement, Second Edition (KTEA-II), KeyMath3™ Diagnostic Assessment, Gray Oral Reading Test-Fourth Edition (GORT-4), Woodcock Reading Mastery Tests, Third Edition (WRMT-III)	Credentialed Special Education Teacher, Licensed Educational Psychologist, or School Psychologist
Adaptive Behavior	Adaptive Behavior Assessment System — Second Edition (ABAS — Second Edition), Child Development Inventory (CDI), Adaptive Behavior Assessment System-Second Edition (ABAS-II) Vineland Adaptive Behavior Scales, Second Edition (Vineland-II)	School Psychologist or Licensed Educational Psychologist
Assistive Technology	Observations, Interview with Significant Others, Life Space Access Profile	Credentialed or Licensed Speech/Language Pathologist with additional training in AT, Special Education Teacher with additional training in AT and authorized to teach students who are physically handicapped, orthopedically impaired, or severely handicapped
Auditory Acuity/Hearing and Sound Processing	Sound Field Measure, Acoustic Testing, Auditory Continuous Performance Test (ACPT), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Licensed or Credentialed Audiologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Auditory Processing	Test of Auditory Processing Skills (TAPS), Visual Auditory Digit Span Test (VADS)	School Psychologist or Licensed Educational Psychologist
Cognitive Functioning & Ability	Comprehensive Test of Nonverbal Intelligence, Second Edition (CTONI-2), Developmental Assessment of Young Children (DAYC), Southern California Ordinal Scales of Development, Scale of Cognition, Differential Ability Scales-II (DAS-II), Kaufman Assessment Battery for Children, Second Edition (KABC-II), Kaufman Brief Intelligence Test, Second Edition (KBIT-2), Naglieri Nonverbal Ability Test®—Second Edition (NNAT–2), Test of Nonverbal Intelligence, Fourth Edition (TONI-4), Wechsler Intelligence Scale for Children — Fourth Edition (WISC-IV), Wechsler Adult Intelligence Scale—Fourth Edition (WAIS–IV)	School Psychologist or Licensed Educational Psychologist
Emotions/Behaviors	BASC-2 (Behavior Assessment System for Children, Second Edition), Child Development Inventory (CDI), Draw-A-Person Screening for Emotional Disturbance (DAP:SPED), Children's Apperception Test (CAT), Devereux Behavior Rating Scale, Draw A Person: A Quantitative Scoring System (Draw A Person: QSS), Thematic Apperception Test (TAT), Children's Depression Inventory (CDI), Conners 3rd Edition (Conners 3), Children's Depression Inventory 2 (CDI-2), Children's Depression Rating Scale, Revised (CDRS-R), Piers-Harris Children's Self-Concept Scale, Second Edition (Piers-Harris 2), Reynolds Adolescent Depression Scale, Second Edition (RADS-2), Revised Children's Manifest Anxiety Scale: Second Edition (RCMAS-2)	School Psychologist, Licensed Educational Psychologist, or Licensed Clinical Social Worker

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Executive Functioning	Brown Attention-Deficit Disorder Scales (Brown ADD Scales), Children's Category Test (CCT), Children's Memory Scale (CMS), Delis-Kaplan Executive Function System (D-KEFS), Test of Memory and Learning, Second Edition (TOMAL-2), Visual Aural Digit Span Test (VADS), Behavior Rating Inventory of Executive Function (BRIEF), Wide Range Assessment of Memory and Learning, Second Edition (WRAML2)	School Psychologist or Licensed Educational Psychologist
Fine Motor	Bruininks-Oseretsky Test of Motor Proficiency, Second Edition (BOT-2), Southern California Ordinal Scales of Development, Scale of Fine Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2)	Licensed Occupational Therapist
Functional Analysis Assessment (for serious problem behaviors)	Functional Assessment and Intervention System: Improving School Behavior (FAIS), Motivation Assessment Scale, Observations, Interviews with Significant Others. Data Collection and Interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions and knowledge of Title 5 of California Code of Regulations, Section 3052 (Hughes Bill)
Functional Behavior (for behaviors that impede learning)	Observations, Interviews with Significant Others, Data Collection and interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions
Gross Motor	Southern California Ordinal Scales of Development, Scale of Gross Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2), Test of Gross Motor Development, Second Edition (TGMD-2)	Licensed Physical Therapist or Credentialed Adaptive Physical Education Specialist
Health Factors	Hearing Screening, Vision Screening, Physical Examination	Licensed Physician or Licensed Nurse

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Neurological Functioning	Quick Test of Cognitive Speed, Brief Neuropsychological Cognitive Examination (BNCE), Kaplan Baycrest Neurocognitive Assessment (KBNA), Benton Visual Retention Test, Fifth Edition, NEPSY - Second Edition (NEPSY - II), Neurobehavioral Functioning Inventory (NFI), Brief Neuropsychological Cognitive Examination (BNCE)	School Psychologist with specialized training in neuropsychological testing, Licensed Educational Psychologist with specialized training in neuropsychological testing, or Physician with certification in neurological processing
Oral Motor	Oral-Motor Feeding Rating Scale, Kaufman Speech Praxis Test for Children, Apraxia Profile, Oral Speech Mechanism Screening, Examination, Third Edition (OSMSE-3); Verbal Motor Production Assessment for Children (VMPAC); clinical observation	Licensed Occupational Therapist or Credentialed or Licensed Speech/Language Pathologist
Sensory Processing/ Sensory Motor Processing	Adolescent/Adult Sensory Profile, DeGangi-Berk Test of Sensory Integration (TSI), Sensory Profile, Sensory Integration and Praxis Tests (SIPT), Sensory Processing Measure (SPM)	Licensed Occupational Therapist
Social Skills	Asperger Syndrome Diagnostic Scale (ASDS), Childhood Autism Rating Scale, Second Edition (CARS-2), Gilliam Asperger's Disorder Scale (GADS), Gilliam Autism Rating Scale – Second Edition (GARS-2), Social Skills Rating System (SSRS); Asperger Syndrome Diagnostic Scale (ASDS), Autism Diagnostic Observation Schedule (ADOS)	School Psychologist or Licensed Educational Psychologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Speech and Language	Diagnostic Evaluation of Articulation and Phonology (DEAP) , Boehm Test of Basic Concepts, Third Edition (Boehm-3), Bracken Basic Concept Scale: Expressive (BBCS:E), Clinical Evaluation of Language Fundamentals - Fourth Edition (CELF - 4), Children’s Communication Checklist—2 U.S. Edition (CCC—2), Comprehensive Assessment of Spoken Language (CASL), Comprehensive Test of Phonological Processing (CTOPP), Peabody Picture Vocabulary Test, Fourth Edition (PPVT-4), Southern California Ordinal Scales of Development, Scale of Communication, Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Goldman-Fristoe Test of Articulation 2, OWLS: Listening Comprehension (LC) Scale & Oral Expression (OE) Scale, Preschool Language Scale, Fourth Edition (PLS-4) English Edition, Receptive-Expressive Emergent Language Test—Third Edition (REEL-3), Bracken Basic Concept Scale – Third Edition: Receptive (BBCS-3:R), Test for Auditory Comprehension of Language-3rd Edition (TACL-3), Test of Language Development-Intermediate, 4th Edition (TOLD-I:4), Autism Diagnostic Observation Schedule (ADOS), Test for Auditory Comprehension of Language (TACL-3), Test of Language Development, Fourth Edition (TOLD-4), Test of Pragmatic Language, Second Edition (TOPL-2), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Credentialed or Licensed Speech/Language Pathologist
Visual Processing	Developmental Test of Visual Perception, Second Edition (DTVP–2), Visual Aural Digit Span Test	School Psychologist, Licensed Educational Psychologist, Teacher with additional training in vision processing, or Ophthalmologist
Visual-Motor Integration	Beery-Buktenica Developmental Test of Visual-Motor Integration, 6th Edition (BEERY VMI), Bender Visual-Motor Gestalt Test, Second Edition (Bender-Gestalt II)	School Psychologist, Licensed Educational Psychologist
Vocational WOCCE IEE Criteria Revised June 2011	Campbell Interest and Skill Survey (CISS), Career Assessment Inventory, Interest Determination, Exploration and Assessment System (IDEAS), Geist Picture Interest Inventory, COIN Basic Skills and Career Interest Survey	Credentialed Special Education Teacher with specialized training in vocational evaluation, School Psychologist, or Licensed Educational Psychologist

Contract Year: 2013/2014

HBUHSD Contract No: 2400 Appendix B  
Please refer to this number on all correspondence, invoices, etc.

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GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL SERVICES  
2013-14**

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 15th day of August, 2013, between the Fountain Valley School District (hereinafter referred to as “District” or local educational agency “LEA”) and Oak Grove Institute (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

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

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential.

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In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2013 to June 30, 2014 (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 re-negotiated prior to June 30, 2014. In the event a Master Contract is not renegotiated 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

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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. Request for re-negotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2014.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION  
OR TERMINATION**

This Master Contract shall be referenced by each subsequent Individual Services Agreement for students served by LEA which is received by CONTRACTOR. 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 all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) 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 LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). 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 LEA students.

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

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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 placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the 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). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the 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**

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

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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; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. 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 LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. 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 all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide 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. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

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:

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

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general 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. Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

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

**C. Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

**D. Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

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



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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the 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 provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 shall 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.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer 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.

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If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions 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. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 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.

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Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District 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 District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the 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 the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master 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 the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. 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 LEA and shall be returned to the 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 make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the

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services and/or activities.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) 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 LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core 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. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment 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. 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 the 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 Behavior Intervention Case Manager ("BICM") 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.

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When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

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

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA 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 LEA student's ISA developed in accordance with the LEA 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 the LEA agree otherwise, in writing.

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**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may 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-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow 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.

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LRE placement options shall be 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 and 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 recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP 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/or by the nonpublic agency; 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).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public



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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 LEA 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 the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a 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 the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for 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/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four 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).

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 support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA 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 (5) five 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.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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 LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. 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 LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with 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.

It is understood that the public school credentialed classroom teacher is responsible for the educational 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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. 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 LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

**43. 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 representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a 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 agreement and as determined by the LEA) substitute, unless the 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. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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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.

**49. 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. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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. 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.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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 Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

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**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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



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**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

**58. RIGHT TO WITHHOLD PAYMENT**

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

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

If the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the 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 LEA students. Upon request, CONTRACTOR shall provide to the 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 LEA students.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The 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 or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

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

*NONPUBLIC AGENCY STUDENT ABSENCE*

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

**61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the 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, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as 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 the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. 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 percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) 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) Has/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.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

**Oak Grove Institute**

**Fountain Valley School District**

\_\_\_\_\_  
Nonpublic School/Agency

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

Signature

Date

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

Signature

Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Marc Ecker, Ph.D., Superintendent**

\_\_\_\_\_  
Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: \_\_\_\_\_

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title <b>Patrick J Middleton, Fiscal and MIS Manager</b>
Nonpublic School/Agency/Related Service Provider	LEA <b>WOCCSE / Huntington Beach Union High School District</b>
Address	Address <b>5832 Bolsa Avenue</b>
City                      State                      Zip	City                      State                      Zip <b>Huntington Beach, CA 92649</b>
Phone                      Fax	Phone                      Fax <b>714.903.7000 ext 4615      714.372.8109</b>
Email	Email <b>pmiddleton@hbuhd.org</b>

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

Name and Title
Address
City                      State                      Zip
Phone                      Fax
Email

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**EXHIBIT A: RATES**

**CONTRACTOR** Oak Grove Institute **CONTRACT YEAR** 2013-2014  
(NONPUBLIC SCHOOL OR AGENCY)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ <u>129.77</u>	<u>1</u> Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ _____	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additional Classroom Aide - Individual	\$ _____	_____ Minutes
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ <u>8,309.00</u>	<u>1</u> Day
(012) Residential Mental Health Services	\$ _____	_____ Day



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## Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Prepared By: \_\_\_\_\_

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
  
- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
  
- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: \_\_\_\_\_

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 15th day of August, 2013, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Cornerstone Therapies (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

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

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

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In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2013 to June 30, 2014 (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 re-negotiated prior to June 30, 2014. In the event a Master Contract is not renegotiated 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

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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. Request for re-negotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2014.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION  
OR TERMINATION**

This Master Contract shall be referenced by each subsequent Individual Services Agreement for students served by LEA which is received by CONTRACTOR. 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 all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) 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 LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). 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 LEA students.

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

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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 placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the 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). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the 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**

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



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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; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. 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 LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. 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 all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide 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. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

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:

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

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general 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. Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

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

**C. Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

**D. Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the 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 provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 shall 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.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer 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.

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If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions 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. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 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.

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Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District 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 District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the 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 the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master 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 the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. 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 LEA and shall be returned to the 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 make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the

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services and/or activities.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) 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 LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core 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. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment 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. 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 the 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 Behavior Intervention Case Manager ("BICM") 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.

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When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

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

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA 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 LEA student's ISA developed in accordance with the LEA 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 the LEA agree otherwise, in writing.

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**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may 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-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow 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.



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LRE placement options shall be 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 and 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 recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(1)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP 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/or by the nonpublic agency; 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).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public

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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 LEA 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 the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a 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 the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for 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/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four 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).

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 support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA 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 (5) five 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.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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 LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. 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 LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with 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.

It is understood that the public school credentialed classroom teacher is responsible for the educational 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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. 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 LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

**43. 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 representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

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

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

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a 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 agreement and as determined by the LEA) substitute, unless the 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. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"



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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.

**49. 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. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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. 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.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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 Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

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**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

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**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

**58. RIGHT TO WITHHOLD PAYMENT**

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

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

If the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the 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 LEA students. Upon request, CONTRACTOR shall provide to the 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 LEA students.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The 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 or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

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

*NONPUBLIC AGENCY STUDENT ABSENCE*

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

**61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the 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, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as 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 the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. 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 percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) 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) Has/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.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

**Cornerstone Therapies**

**Fountain Valley School District**

\_\_\_\_\_  
Nonpublic School/Agency

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

Signature

Date

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

Signature

Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Marc Ecker, Ph.D., Superintendent**

\_\_\_\_\_  
Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: \_\_\_\_\_



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**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Name	Name and Title
	<b>Patrick J Middleton, Fiscal and MIS Manager</b>
Nonpublic School/Agency/Related Service Provider	LEA <b>WOCCSE / Huntington Beach Union High School District</b>
Address	Address
	<b>5832 Bolsa Avenue</b>
City State Zip	City State Zip
	<b>Huntington Beach, CA 92649</b>
Phone Fax	Phone Fax
	<b>714.903.7000 ext 4615 714.372.8109</b>
Email	Email
	<b>pmiddleton@hbuhd.org</b>

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

Name and Title
Address
City State Zip
Phone Fax
Email

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**EXHIBIT A: RATES**

**CONTRACTOR Cornerstone Therapies CONTRACT YEAR 2013-2014**  
(NONPUBLIC SCHOOL OR AGENCY)

**Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.**

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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ _____	_____ Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Clinic	\$ <b>85.00</b>	<b>60</b> Minutes
(004.2) b. Language and Speech Therapy - School	\$ <b>100.00</b>	<b>60</b> Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ <b>100.00</b>	<b>60</b> Minutes
(005.1) a. Additional Classroom Aide - Individual	\$ _____	_____ Minutes
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Clinic	\$ <b>85.00</b>	<b>60</b> Minutes
(007.2) b. Occupational Therapy - School	\$ <b>100.00</b>	<b>60</b> Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ <b>100.00</b>	<b>60</b> Minutes
(008.1) a. Physical Therapy - Clinic	\$ <b>85.00</b>	<b>60</b> Minutes
(008.2) b. Physical Therapy - School	\$ <b>100.00</b>	<b>60</b> Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ <b>100.00</b>	<b>60</b> Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Assessments/Testing/Evaluations (RATE 1)	\$ <b>225.00</b>	<b>60</b> Minutes
(011) Assessments/Testing/Evaluationsn (RATE 2)	\$ <b>85.00</b>	<b>60</b> Minutes
(012) Residential Mental Health Services	\$ _____	_____ Day

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## Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Prepared By: \_\_\_\_\_

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
  
- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
  
- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: \_\_\_\_\_

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 15th day of August, 2013, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Therapeutic Education Centers (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

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

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

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In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2013 to June 30, 2014 (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 re-negotiated prior to June 30, 2014. In the event a Master Contract is not renegotiated 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

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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. Request for re-negotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2014.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract shall be referenced by each subsequent Individual Services Agreement for students served by LEA which is received by CONTRACTOR. 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 all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) 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 LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). 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 LEA students.

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



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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 placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the 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). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the 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**

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

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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; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. 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 LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. 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 all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide 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. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

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:

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

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general 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. Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

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

**C. Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

**D. Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the 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 provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 shall 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.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer 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.

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If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions 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. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 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.

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Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District 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 District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the 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 the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master 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 the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. 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 LEA and shall be returned to the 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 make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the

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services and/or activities.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) 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 LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core 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. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment 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. 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 the 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 Behavior Intervention Case Manager ("BICM") 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.



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When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

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

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA 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 LEA student's ISA developed in accordance with the LEA 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 the LEA agree otherwise, in writing.

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**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may 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-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow 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.

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LRE placement options shall be 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 and 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 recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP 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/or by the nonpublic agency; 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).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public

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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 LEA 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 the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a 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 the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for 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/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four 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).

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 support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA 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 (5) five 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.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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 LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. 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 LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with 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.

It is understood that the public school credentialed classroom teacher is responsible for the educational 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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. 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 LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

**43. 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 representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching



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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

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

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

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a 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 agreement and as determined by the LEA) substitute, unless the 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. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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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.

**49. 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. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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. 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.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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 Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

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**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

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**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

**58. RIGHT TO WITHHOLD PAYMENT**

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

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

If the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the 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 LEA students. Upon request, CONTRACTOR shall provide to the 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 LEA students.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The 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 or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

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

*NONPUBLIC AGENCY STUDENT ABSENCE*

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

**61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable



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assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the 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, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as 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 the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. 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 percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) 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) Has/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.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL SERVICES  
2013-14**

HBUHSD CONTRACT NO. <b>2407</b>
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CONTRACTOR,

LEA,

**Therapeutic Education Centers**

**Fountain Valley School District**

\_\_\_\_\_  
Nonpublic School/Agency

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Marc Ecker, Ph.D., Superintendent**

\_\_\_\_\_  
Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: \_\_\_\_\_

**DISTRICT MASTER CONTRACT  
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**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Name	Name and Title
	<b>Patrick J Middleton, Fiscal and MIS Manager</b>
Nonpublic School/Agency/Related Service Provider	LEA <b>WOCCE / Huntington Beach Union High School District</b>
Address	Address
	<b>5832 Bolsa Avenue</b>
City State Zip	City State Zip
	<b>Huntington Beach, CA 92649</b>
Phone Fax	Phone Fax
	<b>714.903.7000 ext 4615 714.372.8109</b>
Email	Email
	<b>pmiddleton@hbuhd.org</b>

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

Name and Title
Address
City State Zip
Phone Fax
Email

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**EXHIBIT A: RATES**

**CONTRACTOR Therapeutic Education Centers CONTRACT YEAR 2013-2014**

**(NONPUBLIC SCHOOL OR AGENCY)**

**Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.**

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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ <u>163.00</u>	<u>1</u> Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip (\$42-62/day)	\$ <u>62.00</u>	<u>1</u> Day
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ <u>0.00</u>	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ <u>0.00</u>	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education	\$ <u>0.00</u>	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ <u>0.00</u>	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ <u>0.00</u>	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additional Classroom Aide - Individual	\$ <u>115.00</u>	<u>1</u> Day
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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## Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Prepared By: \_\_\_\_\_

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
  
- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
  
- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: \_\_\_\_\_

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 15th day of August, 2013, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Speech & Language Development Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

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

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.



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In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2013 to June 30, 2014 (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 re-negotiated prior to June 30, 2014. In the event a Master Contract is not renegotiated 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

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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. Request for re-negotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2014.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION  
OR TERMINATION**

This Master Contract shall be referenced by each subsequent Individual Services Agreement for students served by LEA which is received by CONTRACTOR. 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 all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) 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 LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). 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 LEA students.

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

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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 placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the 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). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the 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**

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

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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; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. 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 LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. 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 all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide 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. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

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:

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

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general 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. Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

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

**C. Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

**D. Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the 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 provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 shall 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.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer 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.

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If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions 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. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 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.



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Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District 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 District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the 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 the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master 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 the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. 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 LEA and shall be returned to the 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 make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the

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services and/or activities.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) 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 LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core 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. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment 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. 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 the 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 Behavior Intervention Case Manager ("BICM") 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.

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When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

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

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA 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 LEA student's ISA developed in accordance with the LEA 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 the LEA agree otherwise, in writing.

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**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may 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-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow 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.

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LRE placement options shall be 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 and 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 recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP 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/or by the nonpublic agency; 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).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public

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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 LEA 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 the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a 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 the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for 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/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four 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).

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 support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA 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 (5) five 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.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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 LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. 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 LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.



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**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with 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.

It is understood that the public school credentialed classroom teacher is responsible for the educational 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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. 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 LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

**43. 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 representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

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

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

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a 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 agreement and as determined by the LEA) substitute, unless the 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. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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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.

**49. 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. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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. 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.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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 Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

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**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

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**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

**58. RIGHT TO WITHHOLD PAYMENT**

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

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

If the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.



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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the 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 LEA students. Upon request, CONTRACTOR shall provide to the 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 LEA students.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The 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 or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

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

*NONPUBLIC AGENCY STUDENT ABSENCE*

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

**61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the 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, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as 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 the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. 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 percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) 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) Has/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.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

**Speech & Language Development Center**  
\_\_\_\_\_  
Nonpublic School/Agency

**Fountain Valley School District**  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Marc Ecker, Ph.D., Superintendent**  
\_\_\_\_\_  
Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: \_\_\_\_\_

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title <b>Patrick J Middleton, Fiscal and MIS Manager</b>
Nonpublic School/Agency/Related Service Provider	LEA <b>WOCCSE / Huntington Beach Union High School District</b>
Address	Address <b>5832 Bolsa Avenue</b>
City                      State                      Zip	City                      State                      Zip <b>Huntington Beach, CA 92649</b>
Phone                      Fax	Phone                      Fax <b>714.903.7000 ext 4615      714.372.8109</b>
Email	Email <b>pmiddleton@hbuhd.org</b>

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

Name and Title
Address
City                      State                      Zip
Phone                      Fax
Email

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**EXHIBIT A: RATES**

**CONTRACTOR Speech & Language Development Center CONTRACT YEAR 2013-2014**  
**(NONPUBLIC SCHOOL OR AGENCY)**

**Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.**

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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ <u>135.50</u>	<u>1</u> Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Bus Roundtrip (\$34-52.50/day)	\$ <u>52.50</u>	<u>1</u> Day
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ <u>81.50</u>	<u>60</u> Minutes
(002.2) b. Educational Counseling - Group	\$ <u>81.50</u>	<u>60</u> Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education	\$ <u>81.50</u>	<u>60</u> Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ <u>81.50</u>	<u>60</u> Minutes
(004.2) b. Language and Speech Therapy - Group	\$ <u>81.50</u>	<u>60</u> Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additonal Classroom Aide - Individual	\$ <u>14.00</u>	<u>60</u> Minutes
(005.2) b. Auditory Training	\$ <u>75.00</u>	<u>60</u> Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy	\$ <u>81.50</u>	<u>60</u> Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy	\$ <u>81.50</u>	<u>60</u> Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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## Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Prepared By: \_\_\_\_\_

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
  
- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
  
- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: \_\_\_\_\_

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 15th day of August, 2013, between the Fountain Valley School District (hereinafter referred to as “District” or local educational agency “LEA”) and Mardan Center of Educational Therapy (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

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

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential.

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In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal 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 California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2013 to June 30, 2014 (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 re-negotiated prior to June 30, 2014. In the event a Master Contract is not renegotiated 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

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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. Request for re-negotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2014.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION  
OR TERMINATION**

This Master Contract shall be referenced by each subsequent Individual Services Agreement for students served by LEA which is received by CONTRACTOR. 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 all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) 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 LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). 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 LEA students.

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

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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 placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the 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). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the 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**

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

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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; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. 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 LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. 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 all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide 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. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

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:

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

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general 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. Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

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

**C. Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

**D. Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

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



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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the 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 provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 shall 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.

If the LEA or CONTRACTOR determines that changes 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 defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer 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.

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If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions 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. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR 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 not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 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.

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Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District 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 District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the 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 the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master 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 the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. 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 LEA and shall be returned to the 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 make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the

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services and/or activities.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) 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 LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core 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. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment 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. 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 the 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 Behavior Intervention Case Manager ("BICM") 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.

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When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

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

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA 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 LEA student's ISA developed in accordance with the LEA 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 the LEA agree otherwise, in writing.

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**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may 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-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow 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.

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LRE placement options shall be 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 and 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 recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(1)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP 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/or by the nonpublic agency; 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).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public



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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 LEA 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 the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a 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 the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

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

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for 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/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four 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).

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 support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA 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 (5) five 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.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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 LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. 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 LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with 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.

It is understood that the public school credentialed classroom teacher is responsible for the educational 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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. 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 LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

**43. 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 representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

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

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

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a 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 agreement and as determined by the LEA) substitute, unless the 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. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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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.

**49. 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. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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. 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.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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 Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

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**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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



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**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

**58. RIGHT TO WITHHOLD PAYMENT**

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

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

If the 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 the 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the 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 LEA students. Upon request, CONTRACTOR shall provide to the 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 LEA students.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The 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 or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

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

*NONPUBLIC AGENCY STUDENT ABSENCE*

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

**61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the 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, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as 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 the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. 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 percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) 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) Has/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.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

**Mardan Center of Educational Therapy**

**Fountain Valley School District**

Nonpublic School/Agency

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

Signature

Date

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

Signature

Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Marc Ecker, Ph.D., Superintendent**

\_\_\_\_\_  
Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: \_\_\_\_\_

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title <b>Patrick J Middleton, Fiscal and MIS Manager</b>
Nonpublic School/Agency/Related Service Provider	LEA <b>WOCCSE / Huntington Beach Union High School District</b>
Address	Address <b>5832 Bolsa Avenue</b>
City                      State                      Zip	City                      State                      Zip <b>Huntington Beach, CA 92649</b>
Phone                      Fax	Phone                      Fax <b>714.903.7000 ext 4615      714.372.8109</b>
Email	Email <b>pmiddleton@hbuhd.org</b>

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

Name and Title
Address
City                      State                      Zip
Phone                      Fax
Email

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**EXHIBIT A: RATES**

**CONTRACTOR** Mardan Center of Educational Therapy **CONTRACT YEAR** 2013-2014  
(NONPUBLIC SCHOOL OR AGENCY)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ <u>172.00</u>	<u>1</u> Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ _____	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additional Classroom Aide - Individual	\$ _____	_____ Minutes
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day



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## Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Prepared By: \_\_\_\_\_

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
  
- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
  
- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: \_\_\_\_\_