

SONOMA COUNTY SPECIAL EDUCATION LOCAL PLANNING AREA  
2016-17 MASTER CONTRACT FOR  
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

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**SONOMA COUNTY SPECIAL EDUCATION LOCAL PLANNING AREA  
MASTER CONTRACT  
FOR  
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

THIS MASTER CONTRACT ("Contract") is made and entered into this 1<sup>st</sup> day of **August 2016**, between Sonoma County Superintendent of Schools, acting on behalf of Sonoma County Special Education Local Planning Area, hereinafter referred to as the "SELPA," and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or designated instruction and services to individuals with exceptional needs under the authorization of California Education Code § 56157 and § 56365 - 56366.12.

**I. TERM**

This Contract shall commence on **August 1, 2016** and terminate at 5:00 p.m. on **July 31, 2017** unless terminated earlier date as provided herein.

**II. SERVICE DESCRIPTION AND RATE SCHEDULE – Exhibits A & B**

On or before the commencement date of this Contract CONTRACTOR shall provide to SELPA a written description of any changes to its program of special education, designated instruction and services ("DIS"), behavior management system, incident reporting procedures, and school calendar which shall include the daily start time and dismissal time.

NPS are allowed the same 2016-17 regular school year and extended school year days as the SCOE classes in the NPS home district. For NPS operating in a district where there are no SCOE classes the NPS calendar must align with the 2016-17 calendars for the district in which they reside.

CONTRACTOR acknowledges that the school calendar does not represent the number of days SELPA Member Districts are required to contract for services. The number of regular school days and extended school days in any ISA shall be determined in accordance with the individual needs of the pupil as specified in the pupil's IEP and shall occur within the SELPA-approved school calendar, unless otherwise authorized in advance in writing by LEA.

An NPS who has no students from the district, in which the NPS is located, may select to align the 2016-17 calendar with a different district calendar from which the majority of enrolled students reside. The SELPA approval of the 2016-17 NPS calendar is based on no negative impact to the district of location.

All ESY days must provide for a minimum of 240 minutes and a maximum of 360 minutes and shall be paid on a per minute basis based on current daily rate.

The NPS calendar including the number of days per year and ESY days is subject to SELPA approval.

CONTRACTOR may not charge a SELPA member district any rates other than the rates agreed to in this Master Contract.

CONTRACTOR agrees to maintain current certifications, credentials, and licenses to provide its program of special education and DIS, as certified pursuant to Education Code § 56366.1 and related regulations, at the rates set forth below.

**A. Daily Program Rates**

During the term of this Contract, CONTRACTOR shall provide special education and DIS in accordance with Individual Service Agreements (**ISA Exhibit B**) executed by CONTRACTOR and SELPA Member Districts at the rate shown on the attached **Rate Schedule Exhibit A**.

**B. Partial Day or Dual Enrolled Students**

Daily Program Rates for pupils whose individual education program (IEP) authorizes less than a full instructional day shall be reduced proportionately (pupil's instructional day in minutes/minutes in full instructional day) x Daily Program Rate as shown on the attached **Rate Schedule Exhibit A**, unless otherwise specified in ISA.

**C. Designated Instruction and Related Services**

Designated Instruction and Related Services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal Law, and codes and charges for such related services during the term of this contract shall be stated in the attached **Rate Schedule Exhibit A**.

**III. CONTRACT DOCUMENTS**

This Contract includes the attached General Provisions, **Exhibits A – Q**, and any ISAs executed by CONTRACTOR and SELPA Member Districts. No payment shall be due under this Contract for special education or DIS provided to any pupil unless and until a SELPA member district and CONTRACTOR execute an ISA for such pupil.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Steven D. Herrington, Ph.D.

Name of Director/Owner

Sonoma County Superintendent of Schools

Name of NPS/A

5340 Skylane Blvd.

NPS/A Address

Santa Rosa, CA 95403

NPS/A City, State, Zip

NPS/A Phone

**Contract Submittal Requirements**

Please sign and return original contract with the following documents by **Friday July 15, 2016**:

- 1) Description of any changes to the crisis intervention training, including restraint procedures Section G & Item II Page 1

**Return contract with original signature and above documents to:**

NPS/A Program Director, Sonoma County Office of Education

5340 Skylane Blvd

Santa Rosa, CA 95403

Please call April Tinelli, NPS Program Special Education Technician at (707)524-2708

if you have any questions regarding the above documents.

**GENERAL PROVISIONS  
TO  
SONOMA COUNTY SPECIAL EDUCATION LOCAL PLANNING AREA  
MASTER CONTRACT  
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

**A. DEFINITION OF TERMS AND ACRONYMS**

The following terms and acronyms shall apply in this Contract:

- CONTRACT (Master Contract)
- CONTRACTOR (Means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees)
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- DUAL ENROLLED STUDENT (Any student enrolled at a public school and a NPS)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE or IMMEDIATELY (Within 24 hours)
- LEA (The Local Education Agency that is the district of residence of a pupil (with IEP) for whom an ISA has been executed, except when student resides at an LCI or Licensed Residential Home. The Sonoma County Office of Education will act as the LEA and assume responsibility for search and serve requirements of IDEA for special education students placed in LCIs and foster family homes by other public agencies, (e.g., Department of Human Services, including Aide to State Adoptions, Department of Probation, Department of Drug and Alcohol, or Regional Center) and requiring a nonpublic school placement.)
- LCI (Licensed Children's Institution)
- OAH (Office of Administrative Hearings)
- NOTIFICATION (Within fourteen (14) calendar days, unless otherwise specified)
- NPS/NPA (Nonpublic School/Nonpublic Agency)
- PARENT (Means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or as otherwise provided by law)
- SCOE (Sonoma County Office of Education)
- SCOE Student (Any student for whom SCOE, Department of Special Education, is responsible for providing special education and related services pursuant to the Sonoma County SELPA Local Plan.)
- SELPA Member District (Alexander Valley Union SD, Bellevue Union SD, Bennett Valley Union SD, CA Virtual Academy, Cinnabar SD, Cloverdale Unified SD, Cotati-Rohnert Park Unified SD, Dunham SD, Forestville Union SD, Fort Ross SD, Geyserville Unified SD, Gravenstein Union SD, Guerneville SD, Harmony Union SD, Healdsburg Unified SD, Horicon SD, Kashia SD (c/o SCOE), Kenwood SD, Liberty SD, Mark West Union SD, Monte Rio Union SD, Montgomery SD, Oak Grove Union SD, Old Adobe Union SD, Pathways Charter, Petaluma City SD, Petaluma Joint Union HSD, Piner-Olivet Union SD, Rincon Valley Union SD, Roseland SD, Santa Rosa City Elementary SD, Santa Rosa City High SD, Sonoma County Office of Education Special Education, Sonoma County Office of Education Court & Community School, Sebastopol Union SD, Sebastopol Independent Charter, Sonoma Valley Unified, Twin Hills SD, Two Rock Union SD, Waugh SD, West Side Union SD, West Sonoma County Union HSD, Wilmar Union SD, Windsor Unified SD)

**B. INDIVIDUAL SERVICE AGREEMENT - *Exhibit B***

CONTRACTOR shall execute with SELPA Member Districts an ISA, (**Exhibit B**) for each pupil who is to receive special education and/or DIS from CONTRACTOR under this Contract and each such ISA is incorporated herein by this reference. LEA shall provide to CONTRACTOR an ISA within **15 days** of an executed IEP for services, except as provided in Section P(3), which requires the LEA to develop an ISA for services within **5 days**. LEA failure to develop an ISA within these timelines, for students placed in the NPS by the LEA, shall not constitute a reason to delay funding services rendered by the CONTRACTOR. Services under an ISA shall occur only on the regular school days or extended school year days on the SELPA- approved school calendar, unless otherwise authorized in advance in writing by LEA at the SELPA approved rate for

the services specified in the ISA. CONTRACTOR shall deliver the specified services using personnel who possess the requisite certifications and qualifications.

For SCOE Students, an ISA shall be executed at the following times: (1) within 30 days after placement in an NPS, (2) when a service is added to or deleted from the pupil's IEP, and (3) as needed to reflect changes at the annual review of the pupil's IEP.

Changes to a pupil's educational program including special education, DIS, and instructional setting provided under this Contract shall be made only by modification to the pupil's IEP in accordance with applicable laws and regulations, mediated agreement, or an order from the OAH or a court of competent jurisdiction.

DIS shall only be provided during the period of the pupil's regular or extended school year program and will occur at the NPS site or in the case of NPAs at the pupil's school of attendance, unless otherwise specified by the pupil's IEP.

For Pupils attending an NPS, unless otherwise specified in the pupil's ISA, CONTRACTOR shall provide DIS to pupils on only those days when the pupil's school of attendance is in session and the pupil is scheduled to attend school in accordance with the SELPA-approved NPS school calendar.

If DIS is not so provided due to the absence of CONTRACTOR'S Personnel, make up sessions shall be provided within forty-five (45) days of the missed session. If CONTRACTOR does not provide all make-up services within forty-five (45) days of the missed session(s), by the fiftieth (50) day, CONTRACTOR must submit a schedule, to provide the make-up services on or before the 60<sup>th</sup> day of the missed sessions(s), or as otherwise agreed to in writing by LEA. Make up services shall occur on, or before the last school day of the year, whichever is earlier. Section Q.2.b. shall apply to the make-up schedule, which shall be subject to LEA approval.

At any time during the term of this Contract, the parent, CONTRACTOR, or LEA may request a review of a Pupil's IEP, subject to all procedural safeguards provided by law.

An ISA may provide for special education and DIS beyond the term of this Contract, but the ISA shall be null and void upon termination of the Contract.

### **C. IEP AND ASSESSMENTS**

1. As specified in the ISA, CONTRACTOR will provide each pupil a program of special education and DIS that is consistent with the pupil's IEP. The program of special education provided to pupils under the ISA shall be responsive to LEA's required sequence of courses and related curriculum for pupils. Prior to enrollment of a pupil or as soon after, LEA shall provide to CONTRACTOR a copy of each pupil's most recent IEP and related assessments.

2. Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

3. Under this contract, CONTRACTOR shall not enroll or accept for placement in CONTRACTOR'S NPS any pupil residing in an LCI, and placed by another governmental agency in a LCI, except upon placement by SCOE Special Education or the LEA in which the LCI is located.

4. The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. The CONTRACTOR shall complete academic or other assessment of the student one calendar month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures and/or practices.

5. CONTRACTOR shall complete academic and other assessment of the student prior to the student's annual or triennial review IEP or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices, unless otherwise agreed to by LEA. It is understood that LEA shall be responsible for developing Assessment Plans for its students. CONTRACTOR shall facilitate obtaining parental consent to complete the assessments described in the Assessment Plan. All assessments described within the Assessment Plan shall be completed and 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 mutual agreement of the LEA and CONTRACTOR.

### **D. PROGRESS REPORTS**

CONTRACTOR shall send to LEA progress reports relating to goals and objectives in a pupil's IEP and other data required for review. With written notification to district, CONTRACTOR may send progress reports electronically to LEA. Progress reports shall be sent to parents at intervals required by federal and state law (e.g., progress report and report card periods in pupil's district of residence), as required by a pupil's IEP, and within five (5) days of LEA's request.

## **E. EDUCATIONAL MATERIALS/GRADUATION REQUIREMENTS - NONPUBLIC SCHOOLS – *Exhibit N***

As required by Education Code § 56366.10(b), CONTRACTOR shall ensure that pupils have access to the following educational materials, services and programs consistent with each pupil's individualized education program: (1) (A) State Board of Education (SBE) – adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and (B) 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. (2) College preparation courses. (3) Extracurricular activities, such as art, sports, music, and academic clubs. (4) Career preparation and vocational training, consistent with transition plans pursuant to state and federal law. (5) Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

For pupils working toward a high school diploma, CONTRACTOR shall provide a program of instruction that meets the requirements of the State of California and the pupil's school district of residence. CONTRACTOR shall obtain from the pupil's school district of residence the course/content requirements to obtain a high school diploma. For pupils in grades nine (9) through twelve (12), inclusive, at the close of each semester, or upon pupil transfer CONTRACTOR shall prepare transcripts and submit them to the pupil's school district of residence or to the school district to which pupil will transfer for evaluation of progress toward completion of diploma requirements and, for SCOE Students, to SCOE – Special Education NPS Program. In addition, upon a SCOE student's high school graduation, CONTRACTOR shall provide to SCOE-Special Education NPS Program either a copy of the pupil's diploma or, in the form of **Exhibit N**, a letter confirming the pupil met all graduation requirements and specifying the date of graduation.

For pupils working toward a Certificate of Completion, CONTRACTOR shall provide a program of instruction that meets the requirements of pupil's LEA.

## **F. STATEWIDE MANDATED ASSESSMENT**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (CAASP), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student place 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 a LEA test training and comply with completion of all coding requirements as required by LEA; or at the sole discretion of the LEA, the LEA will administer the tests.

## **G. BEHAVIOR MANAGEMENT – *Exhibit L & Exhibit O***

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR to be responsible for ensuring CONTRACTOR implements planned, systematic positive behavioral interventions for students with exceptional needs whose behaviors impede the learning of the students or impedes the learning of others in accordance with Education Code sections 56520. Upon commencement of any services by new personnel and at least annually for all personnel, CONTRACTOR shall ensure that its personnel are trained in crisis intervention, emergency procedures, and appropriate behavior management strategies. CONTRACTOR shall adhere to systematic positive behavioral interventions set forth in California Education Code sections 56520-56524 including data collection for behavioral issues, conducting functional behavioral assessments, and formulation of behavioral intervention plans. The SELPA adopted form (**Exhibit O**) Functional Behavioral Assessment Report must be used by CONTRACTOR. CONTRACTOR and LEA shall jointly develop and implement behavioral intervention plans for students with exceptional needs regarding transportation to and from school.

An emergency intervention may only be used to control unpredictable, spontaneous behavior that poses a clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to control the behavior. CONTRACTOR shall not use an emergency intervention that involves any of the techniques detailed in Education Code section 56521.1(d) except techniques such as prone containment may be used as an emergency intervention by staff trained in these techniques. The SELPA Behavioral Emergency Report (**Exhibit L**) is to be completed by CONTRACTOR the same day of the use of an emergency intervention with a student with exceptional needs or if serious property damage is caused by a student with exceptional needs. The LEA must be faxed and/or e-mailed a copy of the Behavioral Emergency Report no later than the end of the day that the emergency intervention was used or if serious property damage occurs. The parents of the student with exceptional needs must be notified within one school day following the completion of a Behavioral Emergency Report. If a Behavioral Emergency Report was written regarding a student with exceptional needs who did not have a behavioral intervention plan then CONTRACTOR shall notify the LEA Administrator so that, within two (2) days, and IEP meeting is scheduled for the student to review the Behavioral Emergency Report, to determine the necessity for a functional behavioral assessment, and to

determine the need for an interim behavioral intervention plan. If a Behavioral Emergency Report was written regarding a student with exceptional needs who did have a behavioral intervention plan then CONTRACTOR shall notify the LEA Administrator so that the incident is referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

#### **H. SUSPENSION AND EXPULSION – *Exhibit M***

Suspensions of pupils by CONTRACTOR shall be consistent with the provisions of applicable state and federal laws and regulations. CONTRACTOR shall have a written policy regarding suspension procedures. Such procedures shall include a process for documenting conduct that may lead to an expulsion by the LEA, and the process for communicating disciplinary matters to the LEA. It is understood that the LEA shall be responsible for any expulsion decision, hearing and/or appeal. CONTRACTOR shall notify LEA within five (5) days and provide all related written documentation each time a pupil is suspended, including the reason for said suspension on SELPA Suspension & Expulsion Data Collection Form (**Exhibit M**). Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and most recent behavioral intervention plan, if any. CONTRACTOR agrees to participate in any manifestation determination by providing input, data, and other related information, and attending any related IEP meetings. The LEA shall notify CONTRACTOR'S representative of the IEP meeting at which the manifestation determination will be made.

#### **I. CLASS SIZE - NONPUBLIC SCHOOL**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that the number of pupils loaded to a class shall not exceed twelve (12) pupils for grades K – 5, and fourteen (14) pupils for grades 6 – 13. CONTRACTOR shall provide written notice to each LEA with students enrolled in a class that exceeds twelve (12) pupils.

If CONTRACTOR provides special education for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, CONTRACTOR shall comply with the appropriate instructional adult to child ratios pursuant to California Education Code § 56440 et seq.

#### **J. APPROPRIATE THERAPY SPACE**

CONTRACTOR will make available appropriate therapy space for DIS providers. The space shall be a safe and appropriate environment that is free from distraction and conducive to the provision of effective services.

#### **K. SURROGATE PARENTS**

CONTRACTOR shall notify the SELPA (Attn: Program Specialist – Parent Surrogates) immediately after the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent. A surrogate parent is necessary when the parent is absent, the court has limited the parents' rights to make educational decisions for their child, and/or the child is a dependent or ward of the court and the court has so limited the parents' rights. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent shall be required to sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

#### **L. IEP/ITP MEETINGS**

Upon LEA and CONTRACTOR'S mutual consent, CONTRACTOR may send notice of all IEP meetings to the parent and other appropriate individuals as determined in consultation with LEA's special education coordinator or designee. CONTRACTOR shall include with the notice to parent, the SELPA Alternative Dispute Resolution brochure and to the extent required by applicable laws and regulations Parent Rights and Procedural Safeguards. The notice shall be provided at least ten (10) days prior to the meeting except as otherwise permitted by law.

CONTRACTOR and LEA shall ensure that ITPs are completed and implemented for all pupils beginning at age 16 or younger as required by California Education Code § 56043 (h).

LEA shall ensure that triennial eligibility assessments and hearing and vision screenings are completed as required by California Education Code.

LEA shall be responsible for completing specialized health care plans.

CONTRACTOR agrees to use SELPA's IEP, ITP and service log forms, which may from time-to-time be modified.

When an IEP team has determined that a pupil should be transitioned into another private or public school setting, CONTRACTOR, in conjunction with LEA, shall facilitate implementation of the IEP team recommendation. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other pupil supports. These provisions shall also apply to mediated agreements and OAH decisions.



CONTRACTOR is responsible for ensuring the attendance of the pupil's special education teacher and appropriate DIS Personnel at IEP/ITP meetings, which will be held at pupil's NPS, unless otherwise approved by LEA.

At least ten (10) days before any IEP/ITP meeting, CONTRACTOR shall notify LEA if the pupil's parent/guardian requires a translator.

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

CONTRACTOR's performance of this Section L shall be at no additional cost.

## **M. DUE PROCESS & COMPLAINTS**

CONTRACTOR shall fully participate in mediations and hearings at no additional cost as requested by LEA. CONTRACTOR shall also fully participate in related investigation and provide documentation pertaining to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency.

CONTRACTOR shall inform parent(s) of their due process rights upon 1) initial referral or parent request for evaluation; 2) registration of a complaint or a request for a due process hearing; 3) deciding to make a removal that constitutes a change of placement for disciplinary reasons; 4) parent request; and 5) to the extent otherwise required by applicable laws and regulations.

## **N. PROGRAM MONITORING**

### **1. INSPECTION AND AUDIT OF RECORDS**

CONTRACTOR shall make available access to and provide copies of any books, documents, papers, reports, records, including but not limited to CONTRACTOR's articles of incorporation, bylaws, and list of current board of directors, and other matter relating to the Contract within ten (10) working days of a request by SELPA or LEA or as required by law. SELPA or LEA shall state the reason for request at time of the request. CONTRACTOR shall make available to SELPA all budgetary information and projections for purpose of contract negotiations for the period being audited to facilitate assessment of the extent to which funds were expended consistently with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit.

### **2. FACILITIES AND PROGRAM REVIEW**

CONTRACTOR shall allow access to its facilities for periodic monitoring of each pupil's instructional program by SELPA and LEA representatives and designees. Such representatives and designees shall have reasonable access to observe each pupil at work, observe the instructional and residential setting, interview CONTRACTOR, review each pupil's progress including the behavior intervention plan and ITP, if any, and related documentation, as LEA deems appropriate. Such access may include unannounced monitoring visits. SELPA and LEA representatives and designees making site visits shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in LEA's progress review of pupil's enrolled in CONTRACTOR's program.

### **3. PARENTAL VISITATION**

CONTRACTOR shall permit reasonable parental visits to all the school facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters.

CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil's home visits during holidays, weekends, and other appropriate times. CONTRACTOR shall ensure that parental visits comply with known procedures established by court orders and other agencies (e.g., Sonoma County Department of Mental Health) having proper jurisdiction over the pupil and/or the pupil's IEP.

### **4. EVALUATION OF PROGRESS**

This section applies only if CONTRACTOR is an NPS. Each year the LEA shall evaluate whether pupils for whom an ISA with CONTRACTOR is in effect are making appropriate educational progress. To the extent reasonably possible the evaluation shall be conducted as part of the development and provision of an IEP and shall include:

- a) A review of the pupil's educational progress (including all state assessment results pursuant to Ed. Code § 52052(b));
- b) An evaluation of whether the pupil's needs continue to be best met in an NPS and whether changes to the IEP are necessary; and

c) If CONTRACTOR is owned, operated by, or associated with an LCI, a review of whether the NPS is in compliance with Education Code § 56366.9 (i.e., prohibition against requiring enrollment in a particular NPS as a condition of residential placement) and Health and Safety Code § 1501.1(b) (i.e., NPS complies with all licensing requirements relevant to the pupil).

## **O. CERTIFICATION, CREDENTIALS AND LICENSES – *Exhibit C***

1. CONTRACTOR shall comply with written notice requirements of Education Code § 56366.1(b)(1) when CONTRACTOR seeks an initial certification or renewal of certification.

2. CONTRACTOR shall be certified by the 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. Total student enrollment shall be limited to capacity as stated on CDE certification.

3. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code Section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR.

4. If CONTRACTOR's state certification or waiver will expire during the term of this Contract, CONTRACTOR shall provide SELPA and LEA with an updated certification prior to the expiration date. This Contract shall terminate if CONTRACTOR's state certification or waiver expires and is not renewed without interim break or is revoked, rescinded or otherwise nullified during the term of this Contract. If such terminating event occurs, CONTRACTOR shall notify LEA in writing immediately. CONTRACTOR shall not be entitled to payment during any period when a valid state certification or waiver was not in effect. Notwithstanding the foregoing, if current (re)certification documents are not available through no fault of the CONTRACTOR, this Master Contract shall remain in effect until such documents are made available to the CONTRACTOR, which shall in turn submit copies of same to the LEA within 5 business days of receipt of the CONTRACTOR.

5. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained to perform duties required under the IEP/ISA and have sufficient experience, according to prevailing professional standards, to provide the services for which the individual is engaged. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as required by applicable laws and regulations. CONTRACTOR shall not be compensated for special education and/or related services/DIS provided by such individuals who were not at the time services were rendered appropriately licensed, credentialed and otherwise qualified or whose credential(s) or license(s) were not on file with SCOE.

6. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, regular/on-going volunteers and SUBCONTRACTORS before such persons may commence services. Education credentials and licenses shall be on file at SCOE. At the time of execution of this Contract, and within thirty (30) days of any change, CONTRACTOR shall complete under penalty of perjury, and submit to SELPA a "Statement of Certifications, Credentials, Licenses, and Clearances," in the form attached hereto as **Exhibit C** or a copy of the Staff List and Clearance Information form from the NPS/A application on CAIS with staff training dates attached.

7. CONTRACTOR shall notify SELPA by email within ten (10) days of the occurrence of credentialed/licensed Personnel changes, which may affect the provision of special education and/or DIS to pupils. CONTRACTOR shall attach email notice with a copy of Personnel's credential/license.

8. CONTRACTOR shall ensure that all teaching and pupil services Personnel who are not fully credentialed are directly supervised by a person who possesses a valid, appropriate credential. Supervision shall include, but not be limited to, direct access by staff to his/her supervisor on a daily basis for technical support, guidance and emergency interventions in order to provide FAPE to pupils.

## **P. RECORDS**

### **1. PUPIL RECORDS – *Exhibit D***

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to "pupil records" as that term is defined by Education Code § 49061(b). All pupil records shall be kept in a secure location to prevent access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of any person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors providing services identified on the pupil's IEP may be included in the listing of person's who have access to "pupil records". CONTRACTOR also agrees to comply with the parental right to request records, the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and California Education Code § 49060 et seq. and 56000 et seq., and to maintain the confidentiality of pupil records in accordance with applicable laws and regulations.

Within five (5) days of a pupil's transfer out of CONTRACTOR's school or agency or closure of CONTRACTOR's school or agency, CONTRACTOR shall forward all pupil records to the pupil's district of residence or new NPS, as the case may be. For SCOE Students, CONTRACTOR shall also send to SCOE Special Education NPS Program, students' final transcript and SCOE "Exit Form" (**Exhibit D**) within (5) days. The records shall include, but not be limited to, current transcripts, IEPs, ITPs, assessments, and reports and results of mandated statewide assessments, if applicable. Failure to comply may result in withholding of payment under Section Q.8., of this Contract.

## **2. ATTENDANCE RECORDS – Exhibit E**

a) CONTRACTOR shall keep daily attendance of each pupil and shall report attendance monthly to LEA using the forms and methods issued by the State Superintendent of Public Instruction in January of each year. Such attendance shall be kept on attendance register forms approved by the State Superintendent of Public Instruction. CONTRACTOR shall keep daily attendance and report attendance monthly to LEA using the form attached hereto as **Exhibit E**.

b) CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

c) ABSENCES - NONPUBLIC SCHOOL: No later than the fifth (5th) consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by LEA. CONTRACTOR will maintain written records regarding all absences. These records shall indicate absences from school and/or absence from residential placement as appropriate.

d) ABSENCES – NONPUBLIC AGENCY ONLY: CONTRACTOR shall notify LEA in writing when a pupil's absences exceed three (3) sessions. Make-up sessions shall be scheduled to occur within thirty (30) days after the missed session. All DIS shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified in the IEP.

e) TEACHER ABSENCE - When a classroom teacher is absent, CONTRACTOR shall provide a substitute teacher or provide coverage by an appropriately qualified and credentialed staff person, to provide instruction and fulfill other duties of the absent teacher. A substitute teacher shall hold a current teaching credential in accordance with Ed. Code § 56061. CONTRACTOR shall provide to LEA written documentation of substitute coverage on Daily Attendance Record **Exhibit E**, specifying the dates and classroom in which the substitute served with the monthly payment demand documentation referenced in Section Q 7(a).

f) WITHDRAWAL BY PARENT: CONTRACTOR shall immediately (within 24 hours) report by telephone to LEA if a parent withdraws a pupil from the NPS or NPA. CONTRACTOR shall confirm said telephone call in writing within three (3) days of withdrawal.

g) MAINTENANCE OF RECORDS: The following attendance records shall be maintained by CONTRACTOR for a period of five (5) years for the provision of special education and/or DIS: attendance registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of DIS; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters if transportation is provided by CONTRACTOR. All records shall be maintained in accordance with applicable laws and regulations. This contract hereby supersedes all previous master contracts and render those contracts coincide with this language regarding maintenance of records for a period of five (5) years.

## **3. CHANGE OF RESIDENCE – Exhibit P**

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in pupil's residence. Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA pupil's change of residence, CONTRACTOR shall notify LEA and/or LEA shall notify CONTRACTOR of the LEA pupil's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA pupil's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the pupil's new residence is located outside of LEA's boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR knew of the pupil's change of residence.

When the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.), CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing within three (3) days.

When CONTRACTOR becomes aware that a pupil place into an LCI by another governmental agency and attending its NPS has changed residency, CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing with (3) days on LEA approved forms.

## **Q. PAYMENT PROVISIONS**

### **1. CHARGES**

- a) Except as provided in Section II of this Contract CONTRACTOR shall not bill for or collect any charges as a condition of enrollment, participation in, or receipt of special education and/or DIS necessary for the provision of FAPE.
- b) CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified and based on standards applied to all pupils enrolled in or receiving services from CONTRACTOR.
- c) CONTRACTOR may charge for services rendered in accordance with a written agreement executed by all relevant parties following a mediation or due process hearing. The written agreement shall be attached to the pupil's ISA.
- d) CONTRACTOR shall not charge the parent of any pupil for whom an ISA has been executed under this Contract for special education and/or DIS specified in the pupil's IEP. This provision applies but is not limited to screening procedures and interviews that occur prior to or as a condition of the pupil's enrollment, except as agreed in writing, in advance, by LEA, CONTRACTOR, and parent and attached to the pupil's ISA.
- e) CONTRACTOR may charge a parent or guardian for voluntary extracurricular activities only if prior written notification is given to parent/guardian as to the cost and the voluntary, extracurricular nature of the activity and the parent/guardian consents in writing to the pupil's participation. Pupils not participating in voluntary extracurricular activities shall continue to receive special education and/or DIS as set forth in their IEPs.
- f) Subject to the advance written approval of Sonoma County Office of Education – Special Education, for SCOE Students only, CONTRACTOR may charge for (1) home-to-school transportation at a flat rate and/or at the rate of \$.51 per mile, and (2) transportation to and from off-site physical education as provided in the pupil's IEP at the rate of \$.51 per mile, not to exceed a total of 25 miles round trip. CONTRACTOR shall submit an attendance register with all claims for physical education transportation charges. Transportation by third parties shall be subject to this paragraph and Section X, below.
- g) CONTRACTOR shall not charge LEA for services for any student who no longer meets the definition of "Individuals with exceptional needs" as set forth in California Education Code § 56026.

### **2. SCHOOL CALENDARS – Exhibit K**

- a) On the School Calendar Form attached hereto as **Exhibit K** CONTRACTOR shall submit its SELPA approved school instructional calendar (regular and extended year) to the LEA upon execution of an ISA.
- b) Services shall not be scheduled and payment shall not be due for services provided during winter break, spring break, inter-sessions, or the period between extended school year and the fall semester, or at any time other than in accordance with the SELPA-approved school calendar, unless otherwise authorized in writing in advance by LEA.
- c) SELPA observes the following legal holidays: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday (Presidents' Day), Memorial Day, and other holidays as specified in the SCOE official calendar. CONTRACTOR shall not schedule the provision of services on any such dates without advance, written authorization of LEA.
- d) No later than May 1, 2016 CONTRACTOR shall submit its proposed 2016-17 school instructional calendar, on the form attached hereto as **Exhibit K**, to SELPA for approval. Each NPS shall align with the 2016-17 SCOE Regular School Year and ESY calendar as indicated under Section II.

### **3. INSTRUCTIONAL DAY/YEAR**

- a) The minimum total number of instructional minutes per school day provided by CONTRACTOR shall be equal to the number of instructional minutes established for LEA schools unless otherwise specified within the pupil's IEP and/or ISA. The minimum number of instructional minutes per day shall allow for the inclusion of lunch, recess and passing time in the total daily instructional minutes calculation when documented interventions and/or data is being used to support student's IEP goals. For Pre-K through grade twelve (12), unless otherwise specified on the pupil's IEP, the number of instructional minutes per day shall be as follows excluding recess, lunch, and passing time: one hundred eighty (180) minutes for pre-kindergarten pupils; two hundred (200) minutes for kindergarten pupils; three hundred ten (310) minutes for pupils in grades one (1) through eight (8); and three hundred sixty (360) minutes for pupils in grades nine (9) through twelve (12).
- b) The total number of annual instructional minutes shall be equivalent to those provided to pupils attending LEA schools unless pupil's IEP specifies fewer minutes than specified in paragraph a, above.

#### **4. PAYMENT UNIT - NONPUBLIC SCHOOL ONLY**

A unit of service for payment purposes is one day of attendance as defined in California Education Code § 46010. Except as provided in this Contract, LEA shall not be responsible for payment of services for days on which a pupil's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

#### **5. PAYMENT UNIT - NONPUBLIC AGENCY ONLY**

A unit of service for payment purposes is one hour of DIS. Except as provided in this Contract, LEA shall not be responsible for payment days in which a pupil's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

#### **6. ABSENCES – Exhibit Q**

a) CONTRACTOR shall submit monthly attendance records which clearly document pupil absences. CONTRACTOR shall notify LEA by facsimile or email by the fifth (5th) day of a pupil's consecutive absence. CONTRACTOR shall immediately notify LEA by email when a pupil absence is due to an emergency change of residential placement.

b) All absences must be satisfactorily verified and CONTRACTOR shall maintain verification records for a minimum of five (5) years. The following persons may verify absences: school or public health nurse, physician, school principal, teacher, or school person assigned by the school to make verification. Any reasonable method of verification may be used provided it includes a written note from the pupil's parent, guardian or representative, or the pupil if the pupil is at least 18 years of age or an approved telephone log maintained by one of the aforementioned persons who are authorized to verify absences. CONTRACTOR is responsible for verification of absences in accordance with the Education Code and Title 5 of the California Code of Regulations.

c) CONTRACTOR shall not be compensated for any days of absence or suspension during the regular or extended school year. When a student's absence exceeds 15 days in any one school year, the CONTRACTOR shall contact the LEA to review continued placement and funding for absences. **(Exhibit Q)**.

#### **7. PAYMENT DEMAND – Exhibits E, F, G & J**

a) NPS CONTRACTORS shall submit monthly written payment demands on SELPA approved invoice form **Exhibit J**, SELPA approved attendance form **Exhibit E**, and in the manner prescribed by the CDE documentation of services rendered as specified in the student's ISA. The copies of attendance registers/service records and Invoice payment demand shall be submitted to LEA within thirty (30) days after the end of each attendance calendar month in which services are rendered, except in November, December, March, June, when attendance registers/service records must be faxed to LEA on the last school day of the month. NPA CONTRACTORS shall submit monthly written payment demands and copies of related service records on the approved form (**EXHIBIT F**) to LEA within thirty (30) days after the end of each calendar month in which the service was rendered.

b) Separate attendance registers must be submitted for each related service specified on the ISA. CONTRACTOR shall use SELPA approved form, **EXHIBIT F**, and attach it to the ISA. For Preschool students receiving services in the home program the CONTRACTOR shall use SELPA approved form, **EXHIBIT G**.

c) The original attendance registers must be completed and signed by the service provider. CONTRACTOR shall be responsible for verifying the accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.

d) CONTRACTOR shall maintain separate registers for the special education program and each related service. Original attendance forms (i.e., roll books for the special education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA or other agencies having jurisdiction over such matters during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

e) Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of LEA's receipt of payment demand except when approval is denied and LEA exercises its right to withhold. Should the LEA or SCOE fail to comply, the nonpublic nonsectarian school or nonpublic agency may require the LEA, or county office to pay an additional amount of 1 1/2 percent of the unpaid balance per month until full payment is made.

f) Unless SCOE otherwise agrees in writing, CONTRACTOR shall not be entitled to any compensation for special education and/or DIS provided to any SCOE student prior to the date SCOE places the student.

## **8. RIGHT TO WITHHOLD**

(a) LEA may withhold payment to CONTRACTOR when:

- (1) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract;
- (2) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records;
- (3) CONTRACTOR has failed to submit a payment demand that fully complies with the requirements of Section Q.7, including failure to use the proper form;
- (4) Special education and/or DIS are provided to pupils by persons who are not appropriately credentialed, licensed, or otherwise qualified;
- (5) LEA has not received prior to school closure or contract termination all documents concerning one or more pupils enrolled in CONTRACTOR's program;
- (6) CONTRACTOR fails to notify a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA as required under Section P(3);
- (7) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil or
- (8) CONTRACTOR has failed to fully comply with Section T, Insurance.

(b) The amount which may be withheld by LEA with respect to each of the subparagraphs in paragraph Q.8.a. are as follows:

- (1) The portion of the payment demand the service or services CONTRACTOR failed to perform;
- (2) The amount of overpayment;
- (3) The portion of the payment demand for which satisfactory documentation was not provided by CONTRACTOR
- (4) The portion of the payment demand for services provided by any person not appropriately credentialed, licensed, or otherwise qualified;
- (5) The proportionate amount of the payment demand related to the applicable pupil(s) from the date the violation occurred and until the violation is cured;
- (6) The amount charged for any services after the pupil's change of residence to a residence outside of LEA's boundaries;
- (7) The amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil; and
- (8) The amount of any payment demand applicable to the period during which CONTRACTOR failed to comply with Section T.

c) If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide, within ten (10) working days, written notice to CONTRACTOR that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis or bases for LEA's withholding of payment. Within fourteen (14) 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 or bases for LEA's notice of withholding and shall provide LEA with written documentation of its corrective action.

d) Except as provided in Section Q.8.e., below, no payment of the amount withheld shall be due if LEA has given a notice of withholding unless within fourteen (14) days from the date of receipt of such notice CONTRACTOR provides LEA with satisfactory written documentation establishing that the basis or bases for the notice of withholding were in error. Upon showing of good cause LEA shall extend CONTRACTOR's time to submit written documentation of error by an additional ten (10) days.

e) If the notice of withholding is based on Section Q.8.a.3, no payment of the amount withheld shall be due if CONTRACTOR fails to submit a fully compliant payment demand within 30 calendar days after the date of the notice of withholding. LEA may impose a monetary deduction of \$100 from invoice for each required deadline of non-compliance. Compliance deadlines to include, but not be limited to, the following: Attendance for ADA reporting Section Q.7.a., Change of address notification Section P.3., Drop/Exit Form Section P.1., and CBEDS data.

f) If CONTRACTOR submits an invoice to LEA thirty (30) days or more after the date listed in Section Q.7(a), the amount due on the invoice shall be reduced by 10%. If CONTRACTOR submits an invoice to LEA sixty (60) or more days after the date listed in Section Q.7(a), the amount due on the invoice shall be reduced by 25%. If the CONTRACTOR and LEA fail to resolve an invoice issue, either party may request the assistance of the Steering Committee to resolve the matter.

g) If CONTRACTOR fails to timely submit a make-up schedule as specified under General Provisions Section B., LEA may withhold payment to CONTRACTOR in the amount of ten percent (10%) on any payment demand for services rendered on and after the thirty-first day of a missed session until the make-up schedule is submitted in a form acceptable to LEA. LEA shall give written notice of withholding pursuant to this section and approve or disapprove a make-up schedule within five (5)

business days after receipt. LEA's failure to respond within that period shall be deemed approval. Any notice of disapproval shall state the reasons for disapproval. In the event of disapproval, CONTRACTOR shall submit a revised make-up schedule to LEA for review and approval.

If CONTRACTOR fails to complete make-up services on or before the 60<sup>th</sup> day of the missed sessions(s) or the last school day of the year, whichever is earlier, CONTRACTOR'S "Daily Program Rate", or if specified in Section II.B., the "Rate/Day" or "Rate/Hour for the particular services(s) missed, shall be reduced by twenty-five percent (25%). The reduced rate shall apply for the period commencing on the thirty-first (31<sup>st</sup>) day after any missed sessions(s) until all the missed services have been made up, unless the CONTRACTOR and LEA otherwise agree in writing, and LEA may take the reduction from any sum due under this Contract.

## **9. AUDIT EXCEPTIONS**

a) CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions to the extent attributable to CONTRACTOR'S failure to perform properly any of its obligations under this Contract.

b) Upon LEA's request and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records within seven (7) days: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of special education or DIS; 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, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access shall include unannounced inspections by LEA.

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

## **10. EDUCATIONAL FUNDS**

Any educational funds CONTRACTOR receives from an LEA for educational costs shall be used solely for educational costs and not for costs of a residential program (Ed. Code § 56366.5). CONTRACTOR shall maintain records which accurately account for receipt and expenditure of funds received for educational costs.

## **11. PAYMENT FROM OUTSIDE AGENCIES**

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

When LEA exercises the authority to bill Medi-Cal for any eligible Medi-Cal services the NPS or NPA might provide to LEA pupils, CONTRACTOR shall provide to LEA any necessary information to facilitate LEA compliance with the annual state required Cost and Reimbursement Comparison Schedule (CRCS) report including but not limited to CONTRACTOR'S eligible provider's salary and benefits.

## **R. COMPLIANCE WITH LAWS**

### **1. GENERAL**

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, local, CDE, and LEA statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to the required special education, DIS, facilities for individuals with exceptional needs, pupil enrollment and transfer, corporal punishment, pupil discipline, positive behavior interventions, non-discrimination, sexual harassment, and the Americans with Disabilities Act. CONTRACTOR shall fully cooperate with any due process proceedings or complaint investigations.

### **2. FINGERPRINTS**

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 (hereafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for 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 shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with student, or subcontractor who may come into contact with 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 Sonoma SELPA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to Sonoma SELPA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

At the commencement of the Contract term CONTRACTOR shall certify in writing to SELPA under penalty of perjury, full compliance with this provision as to all current Personnel and shall provide SELPA with a list of the names of such Personnel. Thereafter, CONTRACTOR shall similarly certify compliance with respect to any new Personnel within thirty (30) days such new Personnel assume any duties that may involve contact with pupils.

### **3. TUBERCULOSIS**

Upon execution of this Contract and upon the employment or hiring of any new employee, CONTRACTOR shall provide to LEA a report of certificate of tuberculosis examination under Education Code § 49406 and Health and Safety Code § 121525 showing each of its employees was examined and found free from active tuberculosis. The report shall be signed under penalty of perjury.

### **4. CHILD ABUSE REPORTING**

CONTRACTOR assures LEA that all employees, contractors, agents, and volunteers are familiar with and will adhere to child abuse, missing children and dependent adult reporting obligations and procedures as required by law, including but not limited to, California Education Code § 49370 and California Penal Code § 11164 et seq. CONTRACTOR agrees to provide training to all Personnel regarding mandated reporting of child abuse, missing children, and dependent adults. CONTRACTOR agrees that all staff members will abide by such laws in a timely manner. CONTRACTOR shall provide training upon commencement of services by new Personnel and at least annually for all Personnel. CONTRACTOR shall maintain a written record of its most recent training, including date, matters covered, written materials provided to Personnel, and names of Personnel who received training. A copy of the written record shall be submitted to SELPA annually by September 30.

For any pupil for whom an ISA is in effect CONTRACTOR shall submit simultaneously to LEA immediately by phone, facsimile or email a notification of any incident or allegations of molestation, child abuse, or missing/AWOL children, any incident when a pupil requires or is referred for emergency mental health services or medical attention and a copy of written report of any injuries to pupil resulting from physical restraint.



**5. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate on the basis of race, religion, sex, national origin, sexual orientation, or disability in its employment practices or operation of its programs. CONTRACTOR shall serve Medi-Cal and non-Medi-Cal eligible pupils.

**6. SEXUAL HARASSMENT INVOLVING STUDENTS**

CONTRACTOR shall have established procedures for reporting, investigation and resolution of sexual harassment complaints involving pupils covered by an ISA. The procedures must include notice to LEA and to appropriate governmental, social service, and law enforcement agencies. CONTRACTOR shall ensure that a comprehensive investigation is commenced promptly and completed without delay. CONTRACTOR shall invite LEA to participate in any such investigation. Upon commencement of services by new Personnel and at least annually for all Personnel CONTRACTOR agrees to provide training regarding the unlawfulness of sexual harassment. CONTRACTOR shall maintain for at least two (2) years a written record of its training, including date, matters covered, written materials provided to Personnel, and names of Personnel who received training.

**7. AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

**8. STATE MEAL MANDATE – NPS only**

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

**9. HEALTH AND SAFETY**

**a) UNIVERSAL HEALTH PRECAUTIONS**

CONTRACTOR agrees that all employees, contractors, agents, and volunteers who may come into contact with pupils in the course of performing duties under this Contract shall follow universal health care precautions when providing medical treatment or assistance to a pupil. Upon commencement of any services by new Personnel and at least annually for all Personnel CONTRACTOR shall ensure that its Personnel are trained regarding universal health care precautions. CONTRACTOR shall maintain a written record of such training, including date, matters covered, written materials provided to Personnel, and names of Personnel who received training, for at least two (2) years. CONTRACTOR shall post notices as required under the Health and Safety Code Title 8 § 5193.

**b) MEDICATIONS**

CONTRACTOR shall distribute medications only when it has obtained an original, written statement from the pupil's physician detailing the type, dose, frequency and method of administration and written permission from the pupil's parent to dispense the prescribed medication. CONTRACTOR shall keep a written log delineating date, time, dose, type of medication, method of administration, and the name of CONTRACTOR's Personnel who dispensed medication to the pupil. CONTRACTOR shall not make any change in medication, dose, frequency or method of administration without the advance written authorization of a licensed physician and the pupil's parent.

**c) ACCIDENT/INCIDENT REPORT**

CONTRACTOR agrees to give immediate verbal notice and submit a written report to LEA within five (5) days of any serious injury to a pupil. Serious injury means an injury requiring notification of law enforcement or emergency Personnel.

**d) DISASTER PLAN**

CONTRACTOR shall keep on file a detailed disaster plan containing complete written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to, an earthquake, attack on Personnel and/or pupil, fire disaster, lockdown, intruder, bomb threat, medical emergencies and/or power outage. CONTRACTOR agrees to maintain and keep available for inspection by LEA or District representative a log containing the date, time, and length of all disaster drills completed between August 1st and July 31st during the current school year, as well as all disaster drills completed during the previous three (3) years.

**e) FIRE CODE**

CONTRACTOR shall report within seven (7) days to LEA any violations or items found out of compliance by the fire marshal during inspection of CONTRACTOR's premises. CONTRACTOR shall have in place an operational fire warning system that complies with all required local, state and federal laws. CONTRACTOR shall also have occupancy capacity signs clearly posted in all rooms as required in the California Health and Safety Code and/or by the fire marshal.

## S. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold "Indemnitees" harmless from any claim, demand, suit, and action, whether they be equitable or otherwise, and any cost, damage, loss, injury, fine, penalty, and attorney's fee (collectively "Liability") arising out of injury or death of any person or damage to any property caused by, connected with, or attributable to the willful misconduct, errors or omissions, or negligent acts of CONTRACTOR, CONTRACTOR'S officers, employees, agents, or subcontractors performing under this Contract (including ISAs), except with respect to any particular Indemnitee any Liability arising out of the willful misconduct of that Indemnitee.

The term "Indemnitees" includes Sonoma County Superintendent of Schools, Sonoma County Board of Education, each of their officers, agents and employees, and the SELPA Member Districts and each of their governing boards, officers, agents and employees.

To the fullest extent permitted by law, each SELPA Member District shall indemnify, defend, and hold "SELPA Member District's Indemnitees" harmless from any claim, demand, suit, and action, whether they be equitable or otherwise, and any cost, damage, loss, injury, fine, penalty, and attorney's fee (collectively "Liability") arising out of injury or death of any person or damage to any property caused by, connected with, or attributable to the willful misconduct, errors or omissions, or negligent acts of SELPA Member District, SELPA Member District's officers, employees, agents, or subcontractors performing under this Contract (including ISAs), except with respect to any particular SELPA Member District's Indemnitee any Liability arising out of the willful misconduct of that SELPA Member District Indemnitee.

The term "SELPA Member District's Indemnitees" includes Sonoma County Superintendent of Schools, Sonoma County Board of Education, each of their officers, agents and employees.

## T. INSURANCE

### 1. *General Liability Insurance.*

During the entire term of this Contract, CONTRACTOR, at its own expense, shall keep in effect a policy or policies of occurrence-based general liability insurance, including contractual liability coverage, and automobile liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Contract, of at least **\$2,000,000** combined single limit for all damages arising out of death or injury to, or death from, each accident or, occurrence and **\$2,000,000** combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.

CONTRACTOR shall similarly insure for all activities of its subcontractors unless CONTRACTOR requires and the subcontractor(s) obtains certificates of insurance and signed endorsements in compliance with this Section T. CONTRACTOR shall be responsible for providing to SELPA any of its subcontractors' certificates of insurance and signed endorsements prior to the subcontractor's provision of any services.

Alternatively CONTRACTOR may fulfill general liability insurance requirements under this Section T by keeping in effect, at its own expense, a policy or policies of claims-made general liability insurance, including contractual liability coverage, and automobile liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of services(s) under this Contract, of a least **\$2,000,000** combined single limit for all damages arising out the death or injury to, or death from, each accident or, occurrence and **\$2,000,000** combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence. If such event CONTRACTOR shall maintain a claims-made policy or policies that fully comply with this Section T through July 31, 2017.

Each policy shall be endorsed with the following language:

- a. The following are each named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects each additional insured and each of their governing boards, officers, agents and employees against liability for bodily injuries, deaths, or property damage or destruction in the performance of the Contract: Sonoma County Superintendent of Schools, Sonoma County Board of Education, Sonoma County SELPA, and the SELPA Member Districts identified in the Sonoma County Special Education Local Planning Area Master Contract for Nonpublic, Nonsectarian School/Agency Services;
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage herein shall apply, up to the stated limit, as though separate policies have been issued to each insured;
- c. The insurance provided herein is primary and no insurance held or owned by any additional insured shall be called upon to contribute to a loss; and
- d. Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days prior written notice given to Sonoma County SELPA.

## **2. Professional Liability Insurance**

During the entire term of this Contract, CONTRACTOR, at its own expense, shall keep in effect a policy or policies of professional liability (“errors and omissions”) insurance covering CONTRACTOR’s activities including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy under this Contract, in an amount not less than **\$2,000,000 per occurrence and \$2,000,000 general aggregate. The Sexual Molestation and Abuse coverage shall be in amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.**

## **3. Worker’s Compensation Insurance**

During the entire term of this Contract, CONTRACTOR, at its own expense, shall keep in effect a policy or policies of worker’s compensation insurance to the extent required by applicable laws and regulations.

## **4. Proof of Insurance and Endorsements**

At least 30 days prior to the commencement of the Term, CONTRACTOR shall provide SELPA with (a) certificate(s) of insurance, issued by carrier or carriers satisfactory to SELPA, showing the required limits of insurance, the deductible(s), if any, and term of coverage and (b) signed endorsements for each policy as required above. **If the period of coverage expires prior to the Term of this Contract, CONTRACTOR shall provide SELPA with new certificate(s) of insurance and signed endorsements through the end of the Term prior to expiration of coverage.**

If CONTRACTOR fails to comply with this Section T, SELPA in its discretion may terminate this Contract.

CONTRACTOR shall not be entitled to any compensation for any special education and/or DIS provided to any pupil for any period during which CONTRACTOR failed to fully comply with this Section T.

SELPA reserves the right to revise the requirements of Section T at any time. If SELPA determines that additional insurance coverage is necessary, SELPA may reopen negotiations with CONTRACTOR to modify this Section T.

## **U. DISPUTES**

Disagreements between LEA and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall first be brought to the attention of the other party in writing, pursuant to the notice provision of this Contract, in an attempt to resolve the dispute at the lowest level. Education Code § 56366, subdivision (c), shall govern the resolution of fee disputes for pupils enrolled in a NPS or NPA prior to execution of the Master Contract or ISA. For up to ninety (90) days the LEA is permitted to issue a warrant based upon an attendance report at the previously agreed upon per diem rate. If the Master Contract or ISA has not been finalized within sixty (60) days, “either party may appeal” to the State Superintendent of Public Instruction pursuant to the provisions of the California Education Code § 56366(b).

In addition to any other remedies available by law or under this Contract, SELPA and SELPA Member Districts may withhold further payment if CONTRACTOR fails to timely submit supporting documents (e.g., Exhibits C, H, NPS/A certification, proof of insurance and related endorsements, and subcontractor and subcontractor’s proof of insurance) required under this Contract.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys’ fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

## **V. TERMINATION**

a) This Contract may be terminated by either party for cause. To terminate this Contract either party shall give twenty (20) calendar days written notice prior to the date of the termination. Upon termination without default of CONTRACTOR, LEA shall pay, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.

b) In consideration of this payment, CONTRACTOR shall turn over to LEA all documents pertaining to its services, in possession of CONTRACTOR or under its control at the time of termination.

c) ISA’s for NPS/NPA services may be terminated without twenty (20) days advance notice if both parties agree to do so in writing.

d) LEA shall not terminate an ISA for NPS/NPA services because of the availability of a public class initiated during the course of the Contract unless the parent agrees to the transfer of a pupil to a public school program, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.

e) Continued enrollment and provision of FAPE to a pupil currently attending NPS and/or receiving services from a NPA shall not be terminated during the pendency of hearing proceedings under California Education Code § 56505, unless the LEA and pupil’s parent agree otherwise.

## **W. CONFLICTS OF INTEREST**

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

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

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

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

## **X. MISCELLANEOUS**

### **1. SUBCONTRACT AND ASSIGNMENT**

a) CONTRACTOR shall not assign or enter into subcontracts for any of the services contemplated, including transportation, under this Contract without first obtaining written approval from SELPA. Such subcontract(s) or assignment(s) and approval(s) shall be attached and made part of this Contract.

b) CONTRACTOR agrees that its subcontractors and assignees shall keep in effect a policy or policies of liability insurance acceptable to SELPA. CONTRACTOR shall submit proof of insurance to SELPA prior to any SUBCONTRACTOR'S commencement of services, and CONTRACTOR shall ensure that insurance providers give SELPA written notice at least thirty (30) days prior to cancellation or material change in coverage. As a condition of subcontracting or assignment, subcontractors/assignees shall also provide satisfactory proof of insurance and endorsements as set forth in Section T, above.

c) CONTRACTOR agrees that subcontractors providing transportation shall keep in effect a liability insurance policy providing a limit of at least **\$2,000,000**. CONTRACTOR shall submit proof of insurance upon SUBCONTRACTOR'S renewal of coverage. Transportation SUBCONTRACTORS shall submit copies of insurance policies upon request of SELPA; otherwise, certificates of insurance may be acceptable proof of insurance, provided that the information thereon complies with this provision and is verifiable.

### **2. MODIFICATIONS AND AMENDMENTS**

This Contract may be modified by written agreement of the parties, except that the RATE SCHEDULE set forth Section II shall apply for the entire term of the Contract and shall not be subject to modification.

### **3. NOTICES – Exhibit I**

Except as otherwise provided all notices required to be given under this Contract shall be in writing and delivered either in person or by certified or registered mail, postage prepaid.

Notices to SELPA shall be addressed as follows:

NPS/A Program Director, Sonoma County Office of Education  
5340 Skylane Boulevard  
Santa Rosa, California 95403

Email notices to SELPA shall be addressed to SELPA designees:

April Tinelli at [atinelli@scoe.org](mailto:atinelli@scoe.org)

Notices and Invoices to LEA shall be addressed to:

Director/Coordinator of Special Education Services at address specified in **Exhibit I**

Notices to CONTRACTOR shall be addressed to CONTRACTOR as set forth below CONTRACTOR's signature.

If mailed, notice shall be effective upon receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

#### **4. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

#### **5. RENEWAL**

Neither SELPA nor CONTRACTOR is required to renew this Contract in subsequent years.

#### **6. ENTIRE AGREEMENT**

This Contract and any exhibits or attachments hereto constitute the entire agreement between SELPA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

#### **7. GOVERNING LAW**

This Contract shall be governed by the laws of the State of California with venue in Sonoma County, California.

#### **8. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by a court of competent jurisdiction, it shall be severed and the remainder of this Contract shall continue in full force and effect.

#### **9. LEGAL REPRESENTATION**

Sonoma County Superintendent of Schools and LEAs are advised and represented by School & College Legal Services of California. They are advised that they may seek independent legal counsel to review this Contract on their behalf. Each party specifically waives any conflict of interest in School & College Legal Services of California's formulation of this Contract. In the event of any dispute in relation to this Contract between Sonoma County Superintendent of Schools and any one or more LEA or between any of the LEAs, neither School & College Legal Services of California nor any attorney employed or associated with that office, now or at the time of the dispute, shall represent any party in that dispute.

#### **10. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

## **Description of EXHIBITS**

**Exhibit A** – Rate Schedule (Master Contract Section II. A-C)

Instructions to LEA for Completing the ISA

**Exhibit B** – Individual Service Agreement Form ISA (Master Contract Section II. A.1. and General Provisions Paragraph B)

**Exhibit C** – Staff List - Statement of Certifications, Credentials, Licenses, and Clearances (General Provisions Paragraph O (4))

**Exhibit D** – SCOE Exit Form (General Provisions Paragraph P (1))

**Exhibit E** – Daily Attendance Record – SCOE Students (General Provisions Paragraph P (2)(a))

**Exhibit F** – Related Service Record – K-12 (General Provisions Paragraph Q (7)(b))

**Exhibit G** – Attendance Register – Preschool (General Provisions Paragraph Q (7)(b))

**Exhibit H** – *removed*

**Exhibit I** – LEA Addresses for Notices and Invoices (General Provisions Paragraph X (3))

**Exhibit J** – Invoice Form (General Provisions Paragraph Q (7) (a))

**Exhibit K** – School Calendar (General Provisions Paragraph Q (2))

**Exhibit L** – Behavioral Emergency Intervention Report SELPA/Hughes Bill, Form #7a (General Provisions Paragraph G)

Use of Behavior Emergency Intervention Report – Exhibit L

**Exhibit M** – SELPA Suspension & Expulsion Data Collection Form (General Provisions Paragraph H)

**Exhibit N** – Confirmation of completion of graduation requirements (General Provisions Paragraph E)

**Exhibit O** – Functional Analysis Assessment Report (General Provisions Paragraph G)

**Exhibit P** – Procedures for NPS students relocating to other districts (General Provisions Paragraph P (3))

**Exhibit Q** – Excessive Student Absence Documentation Report (General Provisions Paragraph Q (6) (c))