

East Valley SELPA
STEERING COMMITTEE MEETING
Held Virtually via Zoom
Breaks on the Hour

**** AGENDA ****
June 11, 2020 8:00 A.M.

	<u>PRESENTER</u>
1.0 CALL TO ORDER	Patty Metheny
2.0 PUBLIC COMMENTS	
3.0 REVIEW/APPROVAL OF MINUTES	Patty Metheny
4.0 DISCUSSION/PRESENTATION	
<u>Finance Items</u>	
4.1 FY 2019/20 Projected Actuals & FY 2020/21 Proposed Budget	Andrea Tennyson
4.2 EV SELPA Schedule Rex based on Governor's May 2020 Revise	Andrea Tennyson
4.3 EV SELPA 2020-2021 Fiscal Reporting Calendar	Andrea Tennyson
<u>Program Items</u>	
4.4 EV SELPA Local Plan Board Approval & Next Steps	Patty Metheny
4.5 CDE Compliance Requirements	Anne-Marie Foley
• DINC 2019-2020 Summary Data	Patty Metheny
• Special Education Plans (SEPs)	
○ SEP Plans Due to EV SELPA – November 15, 2020	
○ SEP Plans Due to CDE – December 15, 2020	
4.6 CALPADS EOY4 & EOY3 Data Submission	Lisa Horsley Patty Metheny
4.7 2019-2020 Personnel Data Report Submission	Patty Metheny
4.8 2020-2021 EV SELPA NPS Master Contract	Patty Metheny
4.9 EV SELPA April 2020 Services Data Analysis/Quality	Patty Metheny Anne-Marie Foley Lisa Horsley
4.10 EV SELPA Private School Individual Service Plan Services	Rick Homutoff Patty Metheny

- 4.11 PCM Trainings 2020-2021 Patty Metheny
- Instructor Trainings August 2020
 - Initial Training August 11-14 Canceled
 - Recertification Training August 18 - Virtual
 - Recertification Timeline Extensions
 - All recertifications overdue and currently due must be completed by November 1, 2020
 - Practitioner Level – Virtual
 - Recertifications – District Instructors
 - Retrains – EV SELPA Instructors
 - Practitioner Level -2 (Required to be in-person)
 - Canceled July-December 2020
 - Resume January 2021 (dependent on COVID-19 conditions)
 - No Change in Costs 2020-2021
- 4.12 EV SELPA IEP Form Revisions Anne-Marie Foley
- EV-12-Report of Progress on Goals
 - Individual Service Plan
- 4.13 SBCSS East Valley Operations Scott Wyatt
- 4.14 Hot Topics Committee Members

5.0 OTHER

- 5.1 2020-2021 EV SELPA Steering Committee Meetings
- 5.2 2020-2021 EV SELPA Board of Directors Meetings
- 5.3 2020-2021 EV SELPA CAC Meetings
- 5.4 Next Meeting – July 16, 2020 8:00 AM

East Valley SELPA
STEERING COMMITTEE MEETING MINUTES
May 14, 2020

MEMBERS PRESENT:

Dr. Patty Metheny
Rob Pearson
Jason Hill
Bridgette Ealy
Derek Swem
Dr. Scott Wyatt
Jim Stolze

East Valley SELPA
Colton Joint Unified School District
Redlands Unified School District
Rialto Unified School District
Rim of the World Unified School District
San Bernardino County Supt of Schools
Yucaipa-Calimesa Joint Unified School District

FISCAL STAFF PRESENT:

Linda Resiwain
Maria Naves-Arias
Scott Whyte
Jennifer Alvarado
Lacey Hall
Grace Granados
Keith Bacon
Lucy Williams
Mariamanda Sarabia

Business Services, Colton
Business Services, Redlands
Business Services, Rim of the World
Internal Business, SB County Schools
Internal Business, SB County Schools
Internal Business, SB County Schools
Business Services, Yucaipa
Business Services, Yucaipa
Business Services, Colton

OTHERS PRESENT:

Rick Homutoff, Ed.D.
Anne-Marie Foley
Andrea Tennyson
Tracy Schroeder
Lisa Horsley
Helen Junker
Susanne Ferguson
Jo-Ann Vargas
Rosalva Contreras

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1.0 CALL TO ORDER: SELPA Administrator Dr. Patty Metheny called the meeting to order at 8:00 a.m. via WebEx.

2.0 PUBLIC COMMENTS: There were no public comments.

3.0 REVIEW/APPROVAL OF MINUTES: The minutes of the April 16, 2020 meeting were reviewed. Motion to approve the minutes was made by Jason Hill and seconded by Rob Pearson. The minutes were approved by consensus of the members present.

4.0 DISCUSSION/PRESENTATION

Finance Issues

4.1 FY 2019/20 Projected Actuals & FY 2020/21 Proposed Budget

Ms. Tennyson presented the FY 19/20 Projected Actuals and FY 20/21 Proposed Budget. She stated the proposed budget was developed following the SBCSS required assumptions for budget development. This budget will be presented to the Board of Directors next week.

4.2 FY 2019/20 3rd Quarter NPS Reimbursement Transfer

Ms. Tennyson shared the FY19/20 3rd Quarter NPS Reimbursement Transfer. Adjustments to the first and second quarter billing were made to reflect invoices received for those dates. The third quarter expenditures were broken down by month and by expenditure. Back up documentation is available upon request. The transfer will be sent to SBCSS internal business for processing after this meeting.

4.3 FY 2019/20 EV Ops FFS & EV SELPA Regional Program Costs

Ms. Tennyson presented the Fee-for-Service charges for the SBCSS East Valley Operations services. These charges were calculated by averaging the student counts from December 9, 2019 and April 7, 2020. Ms. Tennyson also presented the East Valley SELPA Regional Services Proportionate Share Cost. Student count and percentage of service usage by district were explained. These costs were also calculated by averaging the student counts in December and April.

4.4 FY 2020/21 Annual Budget & Service Plan

Dr. Metheny and Ms. Tennyson reviewed both plans with the Committee. The Annual Budget and Service plans are required annually by CDE. The templates for the plans were updated this year. This year, the Annual Budget Plan required a narrative and attachments describing each funding source as well as data for each district and not just the SELPA as a whole as had previously required. The data was obtained from the 2019 SACS software and gathered from both district's SEMA and second interim updates. For the first time, a projection of low incidence expenditures was included to be required. Pie Graphs were developed and provided by the EV SELPA, but not required for inclusion in the annual plan, to illustrate FY 20-21 projected revenues by funding source for each district.

CDE, for the first time, developed an Annual Service Plan template. The two-part template required a reporting of services provided by all schools within the SELPA as well as descriptions of those services.

4.5 EV SELPA 2019-2020 Fiscal Reporting Calendar

Fiscal activities for the month of May were reviewed by Ms. Tennyson. Linda Reswain requested Ms. Tennyson provide an updated Schedule Rex to assist districts. Ms. Tennyson will update the current year schedule Rex and email it within the next week. She will also create a schedule Rex for FY 20-21 using the information presented today for the districts.

4.6 EV SELPA District & Student Supports During School Closures

Dr. Metheny provided a presentation of the work that East Valley SELPA and SBCSS East Valley Operations has been doing to support students and districts during the school closures due to the Covid-19 pandemic. EV SELPA Support has been providing using a three-prong approach: Remote Collaboration, Related Services, and Administrative & NPS. The remote collaboration effort focused on the new technology needed to continue to serve students and districts. The team focused on exploring options from Microsoft suite, the use of Zoom and WebEx platforms for meetings and providing services, and the creation of an online resource library for staff, teachers, administrators, and parents. The related services effort comprised of providing remote services to students participating in the Transition Partnership Project as well as students receiving OT, PT and ERMHS following each district's distance learning online platform formats. The Program Specialists created online trainings to assist teachers with the distance learning model. East Valley Operations (EV Ops) identified the technological needs of students in the region and provided laptops and hot spots to students to ensure they had access to remote learning during this time. EV Ops also provided hard copies of schoolwork and engaged in telepresence teaching, google classrooms, phone calls and text messages. The administration & NPS effort included regular meetings attended by Dr. Metheny with CDE & State Special Education Leadership personnel as well as weekly Special Education Directors consultation sessions and the regularly scheduled EV SELPA Board of Director meetings. Also, Dr. Metheny along with Dr. Homutoff, negotiated MOUs with the local Nonpublic Schools to ensure distance learning was provided for students attending NPSs and that appropriate payments were made.

4.7 EV SELPA Revised Logo & Website for 2020-2021

The EV SELPA will debut an updated logo, website and stationery beginning July 2020. An illustration of the new logo was shared. Educating Together will continue to be the EV SELPA's motto. A third color, yellow/gold, was added to the current blue and green colors in the logo. The website will feature a "chalkboard" design and will allow for a log in feature for EV SELPA employees and district personnel.

Program Issues

4.8 Catapult Learning

Erik Ryan from Catapult Learning provided an update of the upcoming August 2020 opening of their campus in Colton, CA. Mr. Ryan shared Catapult will operate regionally under the name of Sierra School of East Valley. He is hopeful that their physical location and floor plan will allow for students to start immediately after opening dependent on the requirements of the public health department. They are also prepared to begin by providing distance learning, if necessary. Sierra School of East Valley will have two programs; one for students with mild/moderate disabilities and another for students with moderate/severe

disabilities. Both programs will be for students with challenging behaviors and will be staffed with professionals to address those student needs. Mr. Ryan shared he continues to be in conversation with other SELPAs in the region, including the West End SELPA, to open campuses in their regions.

4.9 CALPADS EOY4 Data Submission

Anne-Marie Foley and Lisa Horsley provided information from the CALPADS Flash #176. They explained that some of the fall reporting warnings have been upgraded to fatal errors for the end of the year data submissions. A complete list of those errors was provided. Anne-Marie and Lisa reviewed the error codes, error severity, and shared strategies on how to correct them for timely submission.

4.10 State Performance Plan Indicators (SSPI) Guide

The Annual Performance Reports (APR) for FY 18/19 are expected to be provided by CDE the first week of June. These will be sent directly to the superintendents. Dr. Metheny reviewed the State Performance Plan Indicator Guide developed by the System Improvement SELPA Lead which is a helpful tool for understanding the APR data. She provided the website address and information on how to download the guide as well as reviewed key elements in the guide.

The CDE's Targeted and Intensive Monitoring trainings scheduled for April will be rescheduled. Once the dates are available, they will be provided to the LEAs. The trainings will be held virtually. All EV SELPA districts are required to attend a training and are encouraged to have key staff responsible for the development of the district's Special Education Plans (SEPs) attend. The SEPs will be due December 15, 2020 in alignment with the revised LCAP due date. Dr. Metheny reported CDE indicated that student file reviews will not be part of the requirements for Targeted Monitoring this fall.

4.11 EV SELPA Occupational Therapy Staffing 2020-2021

Dr. Metheny presented data on the significant increase in OT referrals over the last year. Currently, the EV SELPA is providing OT services to 247 students and has 148 assessments pending. Given this data, the Committee discussed the potential for hiring an additional occupational therapist as an employee or via a contract with a nonpublic agency. A projected proportionate share cost analysis of contract versus permanent employee was provided. The directors shared their concerns regarding making any hiring decision at this time due to the current fiscal uncertainties. The Committee will discuss and re-evaluate the need in the fall.

4.12 Private School Consultation Meeting – May 21, 2020

The Private School Consultation Meeting will be done virtually this year. The invitation along with the flyer has been sent to identified private schools in the EV SELPA region. The directors are encouraged to attend or to have a district representative attend. Dr. Rick Homutoff will facilitate the consultation meeting this year. He is expecting to review the funding model, SELPA wide services, and training opportunities available for private school staff members.

4.13 SBCSS East Valley Operations

Dr. Wyatt shared East Valley Operations continues to provide distance learning and will do so through the Extended School Year (ESY). He also indicated SBCSS has created a “re-entry” to school task force to make recommendations regarding re-opening school and providing services in 2020-2021.

4.14 Hot Topics

Derek Swem shared his concern regarding parents not sending students to school next year due to the pandemic. Parents have contacted Rim of the World USD to express their concern regarding sending kids to school without a COVID-19 vaccine available. A discussion regarding a hybrid model of distance learning and in school instruction ensued. The directors also discussed the possibility of implementing a home/hospital model for some students. It is difficult to predict how the next school year will evolve.

Bridgette Ealy shared her concern regarding NPS distance learning plans and that she is experiencing a lack of communication between NPS staff and district personnel. SELPA has procured MOUs with most NPSs, and NPSs are expected to provide service logs along with their invoices. SELPA can provide a copy of the distance learning plan and service logs upon request. Ms. Ealy was also concerned regarding students housed in group homes since the group homes seem not to have personnel available to assist with distance learning process. Ms. Ealy was referred to contact Ms. Bernadette Pinchback from SBCSS Foster Youth Services to address the issues with group homes.

The revised EV-12 (Report on Progress Towards Goals) form is ready for use. The form is also available as a blank form in the library section of WebIEP.

5.0 OTHER

5.1 2020-2021 EV SELPA Steering Committee Meetings

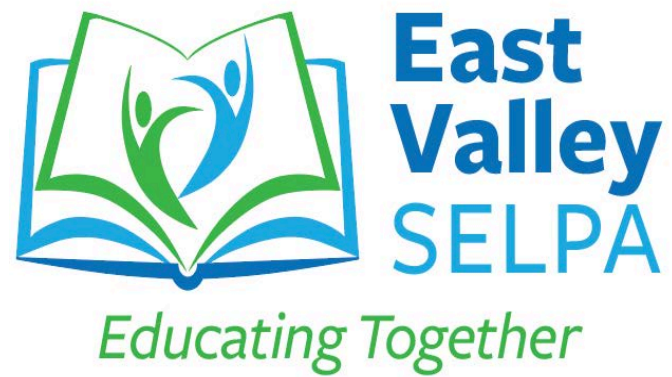
5.2 2020-2021 EV SELPA Board of Directors Meetings

5.3 2020-2021 EV SELPA CAC

6.0 ADJOURNMENT: Meeting adjourned at 12:40 pm. Next meeting will be held on June 11, 2020.

FINANCE ISSUES

4.1 FY 2019/20 Projected Actuals & FY 2020/21 Proposed Budget

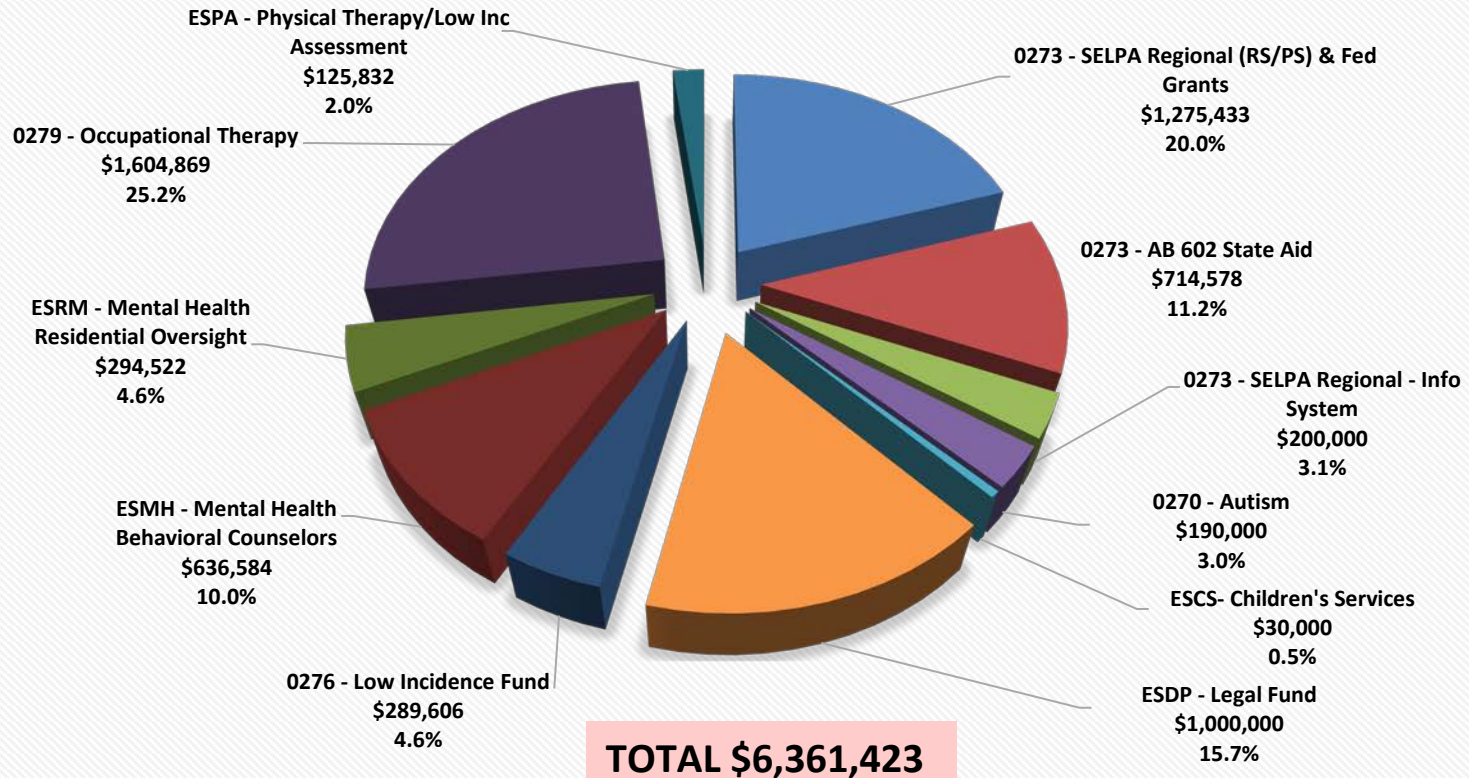


EAST VALLEY SELPA
FY 2020-21
Operations Budget

June 11, 2020

Patty Metheny, EdD., Administrator, East Valley SELPA
Andrea Tennyson, Consultant, East Valley SELPA

FY 2020/21 Proposed Budget EAST VALLEY SELPA



Program Description	FY 2020/21 Interim Budget	Percentage of Total
0273 - SELPA Regional (RS/PS) & Fed Grants	\$1,275,433	20.0%
0273 - AB 602 State Aid	\$714,578	11.2%
0273 - SELPA Regional - Info System	\$200,000	3.1%
0270 - Autism	\$190,000	3.0%
ESCS- Children's Services	\$30,000	0.5%
ESDP - Legal Fund	\$1,000,000	15.7%
0276 - Low Incidence Fund	\$289,606	4.6%
ESMH - Mental Health Behavioral Counselors	\$636,584	10.0%
ESRM - Mental Health Residential Oversight	\$294,522	4.6%
0279 - Occupational Therapy	\$1,604,869	25.2%
ESPA - Physical Therapy/Low Inc Assessment	\$125,832	2.0%
Grand Total	\$6,361,423	100.0%

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
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Narrative
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Narrative
Budget/Management 0270

CALIFORNIA CHILDRENS' SERVICES (CCS)

Narrative
Budget/Management ESCS

DUE PROCESS/LEGAL

Narrative
Budget/Management ESDP

LOW INCIDENCE

Narrative
Budget/Management 0276

REGIONAL PROGRAM/MENTAL HEALTH BEHAVIORAL COUNSELORS

Narrative
Budget/Management ESMH

REGIONAL PROGRAM/MENTAL HEALTH RESIDENTIAL OVERSIGHT

Narrative
Budget/Management ESRM

REGIONAL PROGRAM/OCCUPATIONAL THERAPY (OT)

Narrative
Budget/Management 0279

REGIONAL PROGRAM/PHYSICAL THERAPY (PT)

Narrative
Budget/Management ESPA

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
REGIONALIZED SERVICES/PROGRAM SPECIALISTS (RS/PS) BUDGET

The East Valley SELPA Regionalized Services/Program Specialists budget is the operations budget for the SELPA administration.

Funding is provided through two sources of AB 602 dollars. AB 602 RS/PS apportionment is provided to each SELPA to fund its operations. In addition, the EV SELPA Board of Directors has authorized a percentage of the AB 602 Base State Aid allocation to be taken off-the-top, which is 1.46%. This percentage is re-evaluated each year.

EV SELPA receives 5% of Resource 3315 Preschool Local Entitlement grant amount for RS/PS and has been estimated at \$19,394. Alternative Dispute Resolution grant this year is \$14,601.

The FY 20/21 RS/PS budget has been developed based on the following parameters:

No ADA growth was projected for FY 20/21. Funding is based on a 3 year ADA average SELPA-wide

FY 20/21 salaries include a 5.50% (19/20-2.5%, 20/21-3%) COLA and Funded Step and Column

FY 20/21 Health & Welfare Rates were developed with a 5% inflationary increase, Dental, Vision, & Life

The FY 20/21 Mandatory Benefit rates are:

STRS 16.15% (prior year 17.10% & prior prior year 16.28%)

PERS 20.70% (prior year 20.70% (prior prior year 18.062%)

Medicare 1.45% (no change from prior year)

UI .05% (no change from prior year)

WC 3.06% (prior year 2.76%)

Information Technology user fee at \$2,207 per FTE, an increase of \$220 per FTE from prior year's rate of \$1,987.

The 20/21 approved Indirect Cost Rate for County Schools is 8.00% a 1.70% decrease from prior year's rate of 9.70%.

There are no anticipated staff changes for FY 20/21

East Valley SELPA

SELPA Regionalized Services/Program Specialists

FY 2020/21 BUDGET INFORMATION

		2018/19 Actual		2019/20 Projected Actual		20/21 Proposed Budget	Change from Prior Year
REVENUE							
Beginning Balance		\$342,192		\$626,848		\$ 426,749	(\$200,099)
AB 602 RS/PS		\$1,268,007		\$1,275,131		\$ 1,241,438	(\$33,693)
AB 602 State Aid		\$878,222		\$431,283		\$ 714,578	\$283,295
Grant/Preschool Regional Svc. (0474)		\$19,394		\$19,394		\$ 19,394	\$0
Grant/Alternative Dispute Resolution				\$15,865		\$ 14,601	(\$1,264)
AB 602 State Aid (PY)		\$1		\$0		\$ -	\$0
Cont. from Unrestricted Rev/Local				\$0		\$ -	\$0
TOTAL REVENUE		\$2,507,816		2,368,521		\$ 2,416,760	\$48,239
EXPENDITURES							
Certificated Salaries		\$770,854		\$807,237		\$843,903	\$36,666
Classified Salaries		\$402,208		\$415,731		\$447,053	\$31,322
Benefits		\$407,881		\$440,933		\$468,327	\$27,394
	Sub-Total	\$1,580,944		\$1,663,901		\$1,759,283	\$95,382
Materials & Supplies		\$8,861		\$14,485		\$17,100	\$2,615
Operations		\$111,531		\$91,689		\$92,517	\$828
	Sub-Total	\$120,392		\$106,174		\$109,617	(\$10,775)
	Total	\$1,701,336		\$1,770,075		\$1,868,900	\$167,564
Indirect		\$179,631		\$171,697		\$149,512	(\$30,119)
	<i>Indirect Cost Rate</i>	<i>10.68%</i>		<i>9.70%</i>		<i>8.00%</i>	<i>-1.70%</i>
TOTAL EXPENDITURES		\$1,880,967		\$1,941,772		\$2,018,412	\$76,640
ENDING BALANCE		\$626,848		\$426,749		\$398,348	(\$28,401)
Reserve %		33.326%		21.977%		19.736%	
STAFFING:		1.0 Administrator 1.0 Fiscal Consultant 1.0 Admin. Assistant 1.0 SELPA Svc Spec 4.0 Prog Specialists .34 SELPA Svs Spec .66 Prog Tech (MIS) .25 Senior Fiscal Clerk .75 Acct Technician Hourly Student Worker		1.0 Administrator 1.0 Prog Manager 1.0 Fiscal Consultant 1.0 Admin. Assistant 1.0 SELPA Svc Specialist 4.0 Prog Specialists 1.0 Program Tech (MIS) .90 Accounting Tech Hourly Student Worker		1.0 Administrator 1.0 Prog Manager 1.0 Fiscal Consultant 1.0 Admin. Assistant 1.0 SELPA Svc Specialist 4.0 Program Specialists 1.0 Program Tech (MIS) .80 Accounting Tech .73 Hourly Student Worker	
Total FTEs		10.00 FTE		11.63 FTE		11.53 FTE	
Districts' Contribution to EV SELPA from AB 602 State Aid based on P-2 Cert/Projections	% of Total AB 602 State Aid	2018/19	% of Total AB 602 State	2019/20	% of Total AB 602 State	2020/21	Deviation + or (-) from 19/20 to 20/21
Colton	27.30%	\$239,721	27.02%	\$116,534	26.79%	\$191,414	\$74,879
Redlands	25.69%	\$225,621	26.31%	\$113,482	26.45%	\$189,035	\$75,553
Rialto	31.25%	\$274,472	31.94%	\$137,759	32.03%	\$228,895	\$91,136
Rim	3.97%	\$34,845	3.87%	\$16,712	3.82%	\$27,283	\$10,572
Yucaipa	11.03%	\$96,833	10.27%	\$44,283	10.32%	\$73,765	\$29,482
County, EV Ops	0.77%	\$6,729	0.58%	\$2,513	0.59%	\$4,187	\$1,673
	100.00%	\$878,222	100.00%	\$431,283	100.00%	\$714,578	\$283,295

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
EVSELPA REGIONAL PROGRAM STUDENT DATABASE SYSTEM

EV SELPA contracts with Faucette Microsystems for student database system/WebIEP.

Resource 9273 was established to track expenses for maintaining the contract .

CDE compliance requirements and the revision or the creation of IEP forms are some of the expenses expected to be shared by the districts.

Final Costs shared proportionately at year-end based on Current Year October Pupil Count.

East Valley SELPA

SELPA Regional CASEMIS Information System

FY 2020/21 BUDGET INFORMATION

	2018/19 Actuals		2019/20 Projected Actual		2020/21 Proposed Budget
REVENUE					
Beginning Balance	\$67,195		\$456		\$8,481
Distribution of Cost PY Pupil Count	\$93,290		\$200,000		\$200,000
Colton	\$24,939		\$52,142		\$52,142
Redlands	\$25,393		\$53,620		\$53,620
Rialto	\$27,137		\$55,353		\$55,353
Rim	\$3,624		\$7,702		\$7,702
Yucaipa	\$12,197		\$24,840		\$24,840
CSSF/EV Ops	\$0		\$6,343		\$6,343
TOTAL REVENUE	\$93,290		\$200,456		\$208,481
EXPENDITURES					
Materials & Supplies			\$0		\$0
Operations	\$83,877		\$175,000		\$185,185
Sub-Total	\$83,877		\$175,000		\$185,185
Total	\$83,877		\$175,000		\$185,185
Indirect	\$8,958		\$16,975		\$14,815
Indirect Rate	10.68%		9.70%		8.00%
TOTAL EXPENDITURES	\$92,835		\$191,975		\$200,000
ENDING BALANCE	\$456		\$8,481		\$8,481

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
EVSELPA REGIONAL PROGRAM/AUTISM PROGRAM SPECIALIST

As authorized by the SELPA Board of Directors, the East Valley SELPA operates a Regional Program for district autism support.

This budget has 1 FTE for a Program Specialist.

Refer to the SELPA RS/PS Narrative for FY 20/21 Health and Mandatory Benefits rates, and Indirect Cost rate.

East Valley SELPA

SELPA Regional Autism Program Specialists

FY 2020/21 BUDGET INFORMATION

	2018/19 Actuals		2019/20 Projected Actual	2020/21 Proposed Budget
REVENUE				
Beginning Balance	\$0		\$6,968	\$6,969
Off-the-Top	\$179,540		\$182,857	\$190,000
Other Apportionment from Prior Year	\$2		\$0	\$0
Contribution from Unrestricted Revenue	\$0		\$0	
TOTAL REVENUE	\$179,542		\$189,825	\$196,969
EXPENDITURES				
Certificated Salaries	\$111,723		\$118,463	\$119,648
Benefits	\$38,580		\$41,366	\$41,806
Sub-Total	\$150,302		\$159,829	\$161,454
Materials & Supplies	\$841		\$500	\$1,500
Operations	\$4,778		\$6,359	\$11,375
Sub-Total	\$5,619		\$6,859	\$12,875
Total	\$155,921		\$166,688	\$174,329
Indirect	\$16,652		\$16,169	\$13,946
Indirect Rate	10.68%		9.70%	8.00%
TOTAL EXPENDITURES	\$172,574		\$182,857	\$188,275
ENDING BALANCE	\$6,968		\$6,969	\$8,693
STAFFING:	2.0 Prog Specialists		1.0 Prog Specialist	1.0 Prog Specialist
Total FTEs	2.0 FTEs		1.0 FTE	1.0 FTE

NOTE: Board Approved Specialized Regional Autism Program funded Off -the-Top on a per ADA basis.

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
CALIFORNIA CHILDRENS' SERVICES (CCS)

The SELPA is mandated by Education Code to provide support to CCS medical therapy units (MTU) housed in their region. There are two located in the East Valley SELPA--one at San Salvador in Colton and another at Judson & Brown in Redlands.

Costs shared based on Prior Year October Pupil Count.

FY 20/21 expenditures include office supplies, facilities related maintenance costs, including janitorial, and utilities

East Valley SELPA

California Childrens' Services (CCS) (Mgmt ESCS)

FY 2020/21 BUDGET INFORMATION

	2018/19 Actuals	2019/20 Projected Actual	2020/21 Proposed Budget
REVENUE			
Beginning Balance	\$1,800	\$1,800	\$1,800
Misc. Revenue	\$0	\$0	\$0
CCS District Support			
Colton	\$3,840	\$8,078	8,078
Redlands	\$3,910	\$8,306	8,306
Rialto	\$4,178	\$8,575	8,575
Rim	\$558	\$1,193	1,193
Yucaipa	\$1,878	\$3,848	3,848
Co. Schools	\$0	\$0	\$0
CCS Revenue	\$14,363	\$30,000	\$30,000
Total Pupil Count -->	10,642	10,153	\$10,153
Less EV OPS -->	(446)	(322)	(\$322)
Adjusted Pupil Count -->	10,196	9,831	\$9,831
Per Pupil -->	\$1.41	\$3.05	\$3.05
TOTAL REVENUE	\$16,163	\$31,800	\$31,800
EXPENDITURES			
Materials & Supplies	\$3,015	\$1,825	\$1,825
Operations	\$11,348	\$28,175	\$28,175
Sub-Total	\$14,363	\$30,000	\$30,000
Total	\$14,363	\$30,000	\$30,000
TOTAL EXPENDITURES	\$14,363	\$30,000	\$30,000
ENDING BALANCE *	\$1,800	\$1,800	\$1,800

Note: Funded per Ed Code

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
LEGAL/DUE PROCESS

The Legal fund was developed to track due process related costs as detailed in the Board approved "Funded by EV SELPA Legal X-Pot/Funded by District".

District contribution for legal support is calculated based on PY October pupil count.

FY 20/21 budget was developed using FY 19/20 2nd interim projection. 2.0 FTEs are paid out of this program, which include: 1 Program Manager and 1 SELPA Services Specialist.

East Valley SELPA

SELPA Legal/Due Process

FY 2020/21 BUDGET INFORMATION

		2018/19 Actual	2019/20 Projected Actual	2020/21 Proposed Budget
REVENUE				
Beginning Balance		\$58,970	\$58,970	\$58,970
Misc. Revenue		\$0	\$0	\$0
District Contribution	Colton	\$320,354	\$350,025	267,902
	Redlands	\$326,187	\$359,943	270,634
	Rialto	\$348,587	\$371,580	291,512
	Rim	\$46,548	\$51,704	38,927
	Yucaipa	\$156,677	\$166,748	131,024
	Co. Schools	\$0	\$0	\$0
	EP Revenue	\$1,198,354	\$1,300,000	\$1,000,000
	Total Pupil Count -->	10,642	10,606	\$10,606
	Less EV OPS -->	(446)	(356)	(356)
	Adjusted Pupil Count -->	10,196	10,250	\$10,250
	Per Pupil -->	\$118	\$127	\$98
TOTAL REVENUE		\$1,257,324	\$1,358,970	\$1,058,970
EXPENDITURES				
Certificated Salaries		\$148,179	\$156,401	\$160,949
Classified Salaries		\$55,014	\$61,897	\$66,048
Benefits		\$65,033	\$72,064	\$85,181
Sub-Total		\$268,225	\$290,362	\$312,178
Materials & Supplies		\$51	\$1,100	\$3,000
Operations		\$930,079	\$1,008,538	\$684,822
Sub-Total		\$930,129	\$1,009,638	\$687,822
Total		\$1,198,354	\$1,300,000	\$1,000,000
TOTAL EXPENDITURES		\$1,198,354	\$1,300,000	\$1,000,000
ENDING BALANCE		\$58,970	\$58,970	\$58,970
STAFFING:		1.0 Program Manager, DP 1.0 SELPA Services Specialist	1.0 Program Manager, DP 1.0 New SELPA Services Specialist	1.0 Program Manager, DP 1.0 New SELPA Services Specialist
Total FTEs		2.0 FTE	2.0 FTE	2.0 FTE

Note: Funded on a per Current Year Pupil Count Basis

FY 2020/21 BUDGET INFORMATION

LOW INCIDENCE MATERIALS, EQUIPMENT & SERVICES

This budget was developed to facilitate centralized purchasing and inventory of materials and equipment for Low Incidence eligible students:

- Deaf
- Hearing Impaired
- Visually Impaired
- Orthopedically Impaired
- Deaf/Blind

Utilization is through application for eligible students based on the SELPA Steering Committee Low Incidence procedures.

Funding is provided through the AB 602 based on the prior year October Pupil count of Low Incidence students (primary or secondary disability)

FY 2020/21 rate is estimated to be \$470.90 per pupil for Materials, Equipment, and Services using the FY 19/20 P-1 Certification data.

A Low Incidence Committee has been formed with representatives from each district to review current guidelines and procedures.

East Valley SELPA

Low Incidence Materials & Equipment

FY 2020/21 BUDGET INFORMATION

	2018/19 ACTUAL		2019/20 PROJECTED ACTUAL		2020/21 Proposed Budget
REVENUE					
Beginning Balance	\$480,195		\$486,064		\$425,432
AB 602 State Aid (CY & PY)	\$291,066		\$286,701		\$289,606
Low Incidence Pupil Count Per Pupil -->	630 \$462.01		615 \$466.18		615 \$470.90
Interest	\$0		\$0		\$0
Other Revenue	\$0		\$0		\$0
TOTAL REVENUE	\$771,261		\$772,766		\$715,038
EXPENDITURES					
Materials & Supplies	\$123,496		\$140,000		\$145,000
Operations & Contracts	\$134,504		\$135,600		\$150,000
Sub-Total	\$258,000		\$275,600		\$295,000
Equipment	\$5,111		\$45,000		\$58,200
Indirect	\$22,085		\$26,733		\$23,600
Indirect Rate	10.68%		9.70%		8.00%
TOTAL EXPENDITURES	\$285,197		\$347,333		\$376,800
ENDING BALANCE	\$486,064		\$425,432		\$338,238

Note: Funded per Ed Code based on Qualifying Primary and Secondary Disability of Prior Year December Pupil Count times an estimated \$470.90 for FY2020/21.

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
EVSELPA REGIONAL PROGRAM/BEHAVIOR HEALTH COUNSELORS

As authorized by the SELPA Board of Directors, the East Valley SELPA operates a Regional Program funded by a proportionate share based on service counts to provide behavior health counseling services.

Staff includes .25 Program Manager responsible for staff oversight, 2.65 behavior health counselors, and .33 SELPA Services Specialist.

Refer to the SELPA RS/PS Narrative for FY 20/21 Health and Mandatory Benefits rates, and Indirect Cost rates.

East Valley SELPA

SELPA Regional Behavioral Health Counselors

FY 2020/21 BUDGET INFORMATION

	2018/19	ACTUALS	2019/20	Projected Actual	2020/21 Proposed	Budget
REVENUE						
Beginning Balance		\$0		\$0		\$0
DISTRIBUTION OF COST BASED ON DISTRICT PCT. OF RS 3327 AND RS 6512 MH REVENUE	Colton	\$288,257		\$306,177		\$325,365
	Redlands	\$60,053		\$66,560		\$70,732
	Rialto	\$0		\$0		\$0
	Rim	\$228,203		\$199,681		\$212,195
	Yucaipa	\$24,021		\$26,624		\$28,293
	Total	\$600,534		\$599,042		\$636,584
TOTAL REVENUE		\$600,534		\$599,042		\$636,584
EXPENDITURES						
Classified Salaries		\$386,272		\$374,870		\$386,100
Benefits		\$131,202		\$134,068		\$152,623
	Sub-Total	\$517,474		\$508,938		\$538,723
Materials & Supplies		\$95		\$500		\$700
Operations		\$25,017		\$36,635		\$50,007
	Sub-Total	\$25,113		\$37,135		\$50,707
	Total	\$542,587		\$546,073		\$589,430
Indirect		\$57,947		\$52,969		\$47,154
	Indirect Rate	10.68%		9.70%		8.00%
TOTAL EXPENDITURES		\$600,534		\$599,042		\$636,584
ENDING BALANCE		\$0		(\$0)		(\$0)
STAFFING:	.50 Prog Manager BHC		.50 Prog Manager BHC		.25 Program Manager BHC	
	2.65 Behavior Health Counselors II		2.65 Behavior Health Counselors II		2.65 Behavior Health Counselors II	
	.33 SELPA Services Specialist		.33 SELPA Services Specialist		.33 SELPA Services Specialist	
	Contract Counselor					
Total FTEs		\$3.48		3.48 FTE		3.23 FTE

NOTE: Funding proportionately shared by districts. Costs based on student service counts taken in the Fall and Spring.

EAST VALLEY SELPA

FY 2020/21 BUDGET INFORMATION

EVSELPA REGIONAL PROGRAM/OVERSIGHT OF RESIDENTIAL MENTAL HEALTH

As authorized by the SELPA Board of Directors, the East Valley SELPA operates an Off-the-top residential mental health oversight program.

Staff includes .75 Program Manager, .35 from two Behavioral Health Counselors responsible for oversight and residential placements, and .20 Accounting Technician to process NPS Mental Health/Residential vendor invoices.

Refer to the SELPA RS/PS Narrative for FY 20/21 Health and Mandatory Benefits rates, and Indirect Cost rates.

East Valley SELPA

SELPA Regional Residential Mental Health

FY 2020/21 BUDGET INFORMATION

	2018/19 Actuals	2019/20 Projected Actual	2020/21 Proposed Budget
REVENUE			
Beginning Balance	\$11,889	\$113,594	\$ 113,779
Off-the-top	\$250,720	\$271,805	\$294,522
PY Apportionment	(\$1)	\$5,185	\$5,000
Local Revenue	\$4,475	\$0	\$0
TOTAL REVENUE	\$267,083	\$390,584	\$413,301
EXPENDITURES			
Classified Salaries	\$93,415	\$167,441	\$172,805
Benefits	\$31,493	\$50,707	\$65,846
Sub-Total	\$124,907	\$218,148	\$238,651
Materials & Supplies	\$47	\$700	\$1,500
Operations	\$13,724	\$33,481	\$37,184
Sub-Total	\$13,771	\$34,181	\$38,684
Total	\$138,678	\$252,329	\$277,335
Indirect	\$14,811	\$24,476	\$22,187
Indirect Rate	10.68%	9.70%	8.00%
TOTAL EXPENDITURES	\$153,489	\$276,805	\$299,522
ENDING BALANCE	\$113,594	\$ 113,779	\$113,779
STAFFING:	.50 Program Manager, BHC .10 Accounting Technician	.75 Program Manager, BHC .35 Behavioral health counselors .20 Accounting Technician	.75 Program Manager BHC .35 Behavioral health counselors .20 Accounting Technician
Total FTEs	.60 FTE	1.30 FTE	1.30 FTE

NOTE: Funded Off-the-Top on a per ADA basis similar to Regional Autism Program (0270).

EAST VALLEY SELPA
FY 2020/21 BUDGET INFORMATION
EVSELPA REGIONAL PROGRAM/OCCUPATIONAL THERAPY (OT)

As authorized by the SELPA Board of Directors, the East Valley SELPA operates a Regional Occupational Therapy Services Program funded off-the-top and final costs are proportionately shared based on service counts. Ending balance is returned to districts proportionately.

FY 2020/21 staff will include 5.0 Occupational Therapists, .33 SELPA Services Specialist.

Contracts for 2 COTAs, and 3.0 Occupational Therapists

Refer to the SELPA RS/PS Narrative for FY 20/21 Health and Mandatory Benefits rates, and Indirect Cost rate.

East Valley SELPA

SELPA Regional Occupational Therapy (OT)

FY 2020/21 BUDGET INFORMATION

		2018/19 Actuals	2019/20 Projected Actual	2020/21 Proposed Budget
REVENUE				
Beginning Balance		\$0	\$0	\$0
AB 602 "Off the Top" Funding	Colton	\$373,448	\$375,455	\$459,544
	Redlands	\$540,165	\$543,069	\$714,061
	Rialto	\$6,669	\$0	\$0
	Rim	\$80,024	\$80,455	\$84,839
	Yucaipa	\$246,742	\$248,069	\$346,425
	CSSF/EV Ops	\$0	\$0	\$0
	Total	\$1,247,048	\$1,247,048	\$1,604,869
Interest		\$0	\$0	\$0
Misc. Revenue		\$0	\$0	\$0
TOTAL REVENUE		\$1,247,048	\$1,417,835	\$1,604,869
EXPENDITURES				
Classified Salaries		\$602,840	\$617,949	\$637,014
Benefits		\$221,639	\$241,394	\$251,946
	Sub-Total	\$824,479	\$859,343	\$888,960
Materials & Supplies		\$475	\$380	\$1,450
Operations		\$308,213	\$155,860	\$179,786
5110 Consultants		\$0	\$301,288	\$449,057
	Sub-Total	\$308,688	\$457,528	\$630,293
	Total	\$1,133,167	\$1,316,871	\$1,519,253
Indirect		\$99,811	\$100,964	\$85,616
	Indirect Rate	10.68%	9.70%	8.00%
Transfer Apportionment to District		\$14,070		
TOTAL EXPENDITURES		\$1,247,048	\$1,417,835	\$1,604,869
ENDING BALANCE		\$0	\$0	\$0
STAFFING:				
	5.0 Occupational Therapist II	5.0 Occupational Therapist II	5.0 Occupational Therapist II	5.0 Occupational Therapist II
	.33 SELPA Services Specialist	.33 SELPA Services Specialist	.33 SELPA Services Specialist	.33 SELPA Services Specialist
	1.0 Certified OT Asst.(COTA)	2.0 Certified OT Asst.(COTA)	2.0 Certified OT Asst.(COTA)	2.0 Certified OT Asst.(COTA)
	2.75 Contract OT (hourly)	2.00 Contract OT		3.0 Contract OT (hourly)
Total FTEs	7.25 FTE (+3 Contract OT's)	5.33 FTE (4.00 Contracts)		5.33 FTE (5.00 Contracts)

NOTE: Funding proportionately shared by districts. Costs based on student service counts taken in the Fall and Spring.

EAST VALLEY SELPA

FY 2020/21 BUDGET INFORMATION

PHYSICAL THERAPY SERVICES & LOW INCIDENCE ASSESSMENT

District costs shown in this budget for FY 20/21 are: .667 FTE for a School Physical Therapist II and for low incidence assessments conducted by EV SELPA.

The budget is based on the 19/20 projected operating costs. Costs are charged to district of residence proportionately based on service count via cash transfer.

Refer to the SELPA RS/PS Narrative for FY 20/21 Health and Mandatory Benefits rates, and Indirect Cost rate.

East Valley SELPA

PHYSICAL THERAPY SERVICES & LOW INCIDENCE ASSESSMENT

FY 2020/21 BUDGET INFORMATION

	2018/19 ACTUAL	2019/20 Projected Actual	2020/21 Proposed Budget
REVENUE	N/A	PT & ATAC	PT/LOW INC
Beginning Balance	\$0	\$0	\$0
Misc. Revenue	\$0	\$0	\$0
	\$22,166	\$ 48,743	58,076
	\$21,709	\$ 40,619	48,397
	\$23,951	\$ -	-
District Contribution	\$3,242	\$ 16,248	19,359
	\$10,550	\$ -	-
		\$0	\$0
	\$81,618	\$105,609	125,832
TOTAL REVENUE	\$81,618	\$105,609	\$125,832
EXPENDITURES			
Classified Salaries	\$0	\$70,795	\$73,668
Benefits	\$0	\$20,193	\$34,278
Sub-Total	\$0	\$90,988	\$107,946
Materials & Supplies	\$0	\$0	\$0
Operations	\$77,250	\$5,283	\$8,565
Sub-Total	\$77,250	\$5,283	\$8,565
			\$116,511
Indirect Cost	\$4,368	\$9,338	\$9,321
Indirect Rate	10.68%	9.70%	8.00%
TOTAL EXPENDITURES	\$81,618	\$105,609	\$125,832
ENDING BALANCE	\$0	\$0	\$0
STAFFING:		.6667 Physical Therapist	.667 Physical Therapist
		1 Part-time OT Contract	1 Part-time OT Contract
Total FTEs		.667 FTE	.667 FTE

NOTE: Funding proportionately shared by districts. Costs based on student service counts taken in the Fall and Spring.

4.2 EV SELPA Schedule Rex

EAST VALLEY SELPA 2020-21 SCHEDULE REX - Projections as of 6/9/20

LN	SACS RS	DESCRIPTION	A or E?	COLTON	REDLANDS	RIALTO	RIM	YUCAIPA	SBCSS EV OPS	REGIONAL/ SELPA	SELPA	TOTAL (Reflects CDE CERT ADA)
	A	B		C	D	E	F	G	H	I	J	K
ADA FOR AB 602 FUNDING												
I		2020-21 SELPA Total K-12 ADA - Projected P2 from Districts	E	20,054.16	19,804.92	23,981.00	2,858.43	7,728.28	438.62			74,865.41
II		PY 19/20 SELPA Total K-12 ADA (P-2)	A	20,337.63	19,804.92	24,041.78	2,916.53	7,728.28	438.62			75,267.76
III		PPY 18/19 SELPA Total K-12 ADA (Annual)	A	20,948.64	20,151.62	24,088.61	3,031.68	8,505.51	584.48			77,310.54
IV		SELPA Current Year FUNDED ADA on 3 Year Average SELPA-WIDE	E	20,446.81	19,920.49	24,037.13	2,935.55	7,987.36	487.24			75,814.57
AB 602 STATE REVENUE												
1	6500	District Base Apportionment (based on 3-yr ADA Ave)		12,286,826.03	11,970,549.64	14,444,308.65	1,764,018.50	4,799,734.62	292,790.57			\$ 45,558,228.00
1a		District Base Apportionment %		26.97%	26.28%	31.71%	3.87%	10.54%	0.64%			100.00%
2		COLA Entitlement	N/A	-	-	-	-	-	-			\$ -
3		Fiscal Adjustment due to Declining ADA	N/A	-	-	-	-	-	-			\$ -
4	6500	RS/PS Apportionment	E								1,241,438.00	\$ 1,241,438.00
5	6500	Low Incidence (Projected)	E							289,606.00		\$ 289,606.00
6	6500	Out-of-Home (Projected)	E	397,960.00	1,513,992.00	806,680.00	161,457.00	1,229,773.00				\$ 4,109,862.00
7		NET ALLOCATION	E	12,684,786.03	13,484,541.64	15,250,988.65	1,925,475.50	6,029,507.62	292,791.00	289,606.00	1,241,438.00	\$ 51,199,134.00
8		Off-the-Top Funding the SELPA										\$ -
9	6500	Autism	A	(51,242.00)	(49,923.00)	(60,240.00)	(7,357.00)	(20,017.00)	(1,221.00)	\$ 190,000.00		\$ -
10	6500	Mental Health Oversight	A	(79,431.00)	(77,386.00)	(93,379.00)	(11,404.00)	(31,029.00)	(1,893.00)	294,522.00		\$ -
11	6500	Contributions to EV SELPA Operations	A	(191,414.00)	(189,035.00)	(228,895.00)	(27,283.00)	(73,765.00)	(4,186.00)		714,578.00	\$ -
12		SBCSS/EV Ops Fee-for-Service	E	(4,000,970.00)	(866,937.00)	(4,771,790.00)	(172,558.00)	(713,088.00)	10,525,343.00			\$ -
13	6500	OT Proportionate Share-Student Count	E	(639,781.00)	(623,311.00)	-	(91,854.00)	(249,924.00)		1,604,869.00		\$ -
14		Property Tax	E						3,342,170.00			\$ 3,342,170.00
15		Total Resource 6500 AB 602 State Aid Funding and Property Tax		7,721,948.00	11,677,950.00	10,096,684.00	1,615,020.00	4,941,685.00	14,153,004.00	2,378,997.00	1,956,016.00	54,541,304.00
FEDERAL & STATE GRANT REVENUE												
17	3310	Total Grant/Local Assistance	E	\$ 4,007,420.00	\$ 4,048,283.00	\$ 4,360,587.00	\$ 582,288.00	\$ 1,959,929.00	\$ 494,725.00	\$ -	\$ -	\$ 15,453,232.00
18	3311	Private School Prop Share (reported on Line D - Exp Report)	E	\$ 54,906.00	\$ 106,923.00	\$ 5,780.00	\$ 13,004.00	\$ 18,784.00	\$ -			
19	3310	Balance	E	\$ 3,952,514.00	\$ 3,941,360.00	\$ 4,354,807.00	\$ 569,284.00	\$ 1,941,145.00	\$ 494,725.00			
20	3315	Grant/Fed.Preschool	E	\$ 102,819.00	\$ 82,396.00	\$ 86,622.00	\$ 7,747.00	\$ 64,086.00	\$ 24,648.00	\$ -	\$ 19,385.00	\$ 387,703.00
21	3327	Grant/Mental Health Services	E	\$ 245,705.00	\$ 236,433.00	\$ 282,031.00	\$ 35,510.00	\$ 99,867.00	\$ -	\$ -	\$ -	\$ 899,546.00
22	3345	Grant/Infant-Presch.Staff Dev.	E	\$ 774.00	\$ 667.00	\$ 794.00	\$ 46.00	\$ 377.00	\$ 209.00	\$ -	\$ -	\$ 2,867.00
23	3385	Grant/Part C Early Intervention	E	\$ -	\$ 14,436.20	\$ -	\$ -	\$ -	\$ 57,744.80	\$ -	\$ -	\$ 72,181.00
24	6512	Mental Health AB 114	E	\$ 1,374,340.00	\$ 1,320,131.00	\$ 1,578,390.00	\$ 198,250.00	\$ 558,017.00	\$ -	\$ -	\$ -	\$ 5,029,128.00
25	6515	Grant/Infant Discretionary	E	\$ -	\$ 7,907.00	\$ -	\$ -	\$ -	\$ 31,628.00	\$ -	\$ -	\$ 39,535.00
26		TOTAL REVENUE (AB602 Plus Federal & State Grants)		\$ 13,453,006.00	\$ 17,388,203.20	\$ 16,405,108.00	\$ 2,438,861.00	\$ 7,623,961.00	\$ 14,761,958.80	\$ 2,378,997.00	\$ 1,975,401.00	\$ 76,425,496.00
27 EXPENDITURES (Transfers to SELPA based on Governance & IEP Decisions)												
28	6500/6512/3327	NPS Contract Costs /Tuition FN 1180, Billback (quarterly)	E	\$ (766,268.00)	\$ (553,563.00)	\$ (1,629,067.00)	\$ (288,718.00)	\$ (762,384.00)				\$ (4,000,000.00)
29	6500/6512/3327	NPS Mental Health Counseling and Residential/FN 3900 Billback (quarterly)	E	\$ (525,495.00)	\$ (483,318.00)	\$ (700,958.00)	\$ (465,452.00)	\$ (324,777.00)				\$ (2,500,000.00)
30	3327/6512	SELPA MH Regional Program/FFS	E	\$ (325,364.00)	\$ (70,732.00)	\$ -	\$ (212,195.00)	\$ (28,293.00)				\$ (636,584.00)
31	6500	Extra Programs/Inter-SELPA	E	\$ (25,000.00)	\$ -	\$ (175,000.00)	\$ -	\$ -				\$ (200,000.00)
32	9279	Physical Therapy/Assistive Technology	E	\$ (58,076.00)	\$ (48,397.00)	\$ -	\$ (19,359.00)	\$ -				\$ (125,832.00)
33	6500	CCS MTU	E	\$ (8,020.00)	\$ (8,166.00)	\$ (8,727.00)	\$ (1,165.00)	\$ (3,922.00)				\$ (30,000.00)
34	6500	Due Process	E	\$ (269,250.00)	\$ (276,879.00)	\$ (285,831.00)	\$ (39,772.00)	\$ (128,268.00)				\$ (1,000,000.00)
35	9273	Information Systems/CASEMIS	E	\$ (51,126.00)	\$ (52,057.00)	\$ (55,632.00)	\$ (7,429.00)	\$ (25,005.00)	(\$8,751.00)			\$ (200,000.00)
36		TOTAL EXPENDITURES		\$ (2,028,599.00)	\$ (1,493,112.00)	\$ (2,855,215.00)	\$ (1,034,090.00)	\$ (1,272,649.00)	\$ (8,751.00)	\$ -	\$ -	\$ (8,692,416.00)
37		BALANCE		\$ 11,424,407.00	\$ 15,895,091.20	\$ 13,549,893.00	\$ 1,404,771.00	\$ 6,351,312.00	\$ 14,753,207.80	\$ 2,378,997.00	\$ 1,975,401.00	\$ 67,733,080.00

4.3 EV SELPA 2020-2021 Fiscal Reporting Calendar

2020/21 EAST VALLEY SELPA FISCAL REPORTING CALENDAR

JULY 2020

- 7/3/20** - SELPA to send Annual NPS ADA to districts, due to BAS July 8 (same as P-2)
- 7/10/20** - Districts to provide signed Grant Expenditure Report #3 (Apr 1 – Jun 30 PY) expenditure reports to SELPA if Final hasn't been submitted.
- 7/10/20** - Districts to provide SELPA June PARs and PYR for TPP
- 7/16/20** - SELPA to provide Q4 (19/20) NPS Reimbursement Transfer for invoices received-to-date to districts at Steering/Finance meeting
- 7/16/20** - SELPA to present Final SBCSS Fee-for-Service and Regional Services Costs at Steering/Finance meeting
- 7/16/20** - *SELPA may present preliminary MOE data*
- 7/20/20** - Districts to provide SELPA June PARs and PYR for TPP
- 7/31/20** - SELPA finalize closing of FY 19/20
- 7/31/20** - SELPA to submit May and June TPP Service and Certified Invoices to DOR
- 7/31/20** - SELPA to prepare and finalize P-2 June certifications for PY (19/20, 18/19, & 17/18) AB602 Funding Allocation

AUGUST 2020

- 8/17/20** - Districts to provide SELPA August PARs and PYR for TPP

SEPTEMBER 2020

- 9/10/20** - SBCSS to present PY (19/20) fee-for-service year-end actuals and return of funds (if appropriate) at Steering/Finance
- EV SELPA to present PY (19/20) Behavioral Health Counseling, OT, and PT /LI Regional Programs Proportionate Share return of funds (if appropriate).
- 9/10/20** - SELPA to present PY (19/20) adjusted 4th Quarter NPS reimbursement transfers for invoices at Steering/Finance
- 9/10/20** - SELPA to present PY (19/20) EV SELPA Budgets ending fund balances to Steering/Finance
- 9/10/20** - SELPA to present preliminary MOE at Steering/Finance
- 9/21/20** - Districts to submit to SELPA Excess Cost Calculation
- 9/21/20** - Districts to provide SELPA August PARs and PYR for TPP
- 9/30/20** - SELPA to submit July TPP Service and Certified Invoices to DOR

OCTOBER 2020

- 10/15/20** - SELPA to present SEMA, SEMB, SYT, Excess Cost Reports at Steering/Finance
- 10/15/20** - SELPA to begin working on 1st Interim budget updates
- 10/15/20** - SELPA to submit PY (19/20) Annual Infant Funding Report to SBCSS
- 10/15/20** - Districts to provide Grant Expenditure Report 4 (July 1 – September 30 CY) to SELPA if applicable
- 10/15/20** - Districts provide SELPA with CY (20/21) P-1 ADA estimates & changes to PY ADA by Oct 15 for First Interim reporting
- 10/16/20** - Districts to provide SELPA September PARs and PYR for TPP
- 10/31/20** - SELPA/SBCSS to submit CY (20/21) Part C Early Start Application to CDE
- 10/31/20** - SELPA to submit Medi-CAL CRCS Report to Medi-Cal Billing Technologies
- 10/31/20** - SELPA to submit Aug. TPP Service and Certified Invoices to DOR

NOVEMBER 2020

- 11/2/20** - SELPA to submit Infant Waiver Request to CDE if applicable
- 11/12/20** - SELPA to present CY (20/21) 1st Interim EV SELPA Budgets at Steering/Finance
- 11/12/20** - SELPA to present CY (20/21) 1st Quarter NPS reimbursement transfer for invoices at Steering/Finance
- 11/16/20** - SELPA to submit Maintenance of Effort SEMA 19/20 Unaudited Actuals vs. 18/19 Actuals to CDE
- 11/16/20** - SELPA to submit Maintenance of Effort SEMB 19/20 Unaudited Actuals vs. 18/19 Budget to CDE
- 11/16/20** - SELPA to submit Excess Cost Calculation(s) to CDE
- 11/16/20** - SELPA to submit Maintenance of Effort Subsequent Year Tracking Worksheets to CDE
- 11/16/20** - SELPA to submit Table 8 due to CDE
- 11/17/20** - SELPA to submit Extraordinary Cost Pool for Nonpublic School, funding calculates only at Annual
- 11/17/20** - Districts to provide Oct PARs and PYR for TPP to SELPA
- 11/30/20** - SELPA to submit Medi-Cal Program Annual report
- 11/30/20** - SELPA to submit September TPP Service and Certified Invoices to DOR

DECEMBER 2020

- 12/1/20** - Districts to verify Fall count for SBCSS Fee-for-Service
- 12/14/20** - Districts to provide November PARs and PYR for TPP to SELPA
- 12/21/20** - SELPA to provide CY (20/21) Fall Count for SBCSS Fee-for-service Students to SBCSS
- 12/30/20** - SELPA to submit October TPP Service and Certified Invoices to DOR

JANUARY 2021

- 1/4/21** - SELPA to provide NPS P-1 ADA to Districts ***District deadline to BAS January 8th
- 1/15/21** - SELPA to submit to SBCSS Infant Funding Report for P-1, to CDE January 31
- 1/15/21** - Districts to provide Grant Expenditure Report # 1 (Jul 1 – Dec 31) to SELPA for CY (20/21)
- 1/29/21** - SELPA to submit November TPP Service and Certified Invoices to DOR
- 1/29/21** - Districts to provide December PARs and PYR for TPP to SELPA

FEBRUARY 2021

- 2/11/21** - SELPA to present 2020-21 2nd Interim EV SELPA Budgets
- 2/11/21** - SELPA to present CY (20/21) 2nd Quarter NPS reimbursement transfer for invoices paid thru Dec 2020 at Steering/Finance
- 2/15/21** - Districts to provide January PARs and PYR for TPP to SELPA
- 2/15/21** - Districts to provide SELPA with CY 20/21 P-2 estimates
- 2/26/21** - SELPA to provide Budget Development documents for FY 21/22 to SBCSS Internal Business Services
- 2/26/21** - SELPA to submit December TPP Service and Certified Invoices to DOR
- TBD** - SELPA to prepare February certifications for CY (20/21) and PY (19/20, 18/19) AB602 Funding Allocation

2020/21 EAST VALLEY SELPA FISCAL REPORTING CALENDAR

MARCH 2021

- 3/1/21** - SELPA to take CY 20/21 Proportionate Share Regional Programs
- 3/18/21** - SBCSS to present /EV Ops FFS Budget to 2nd Interim including FFS as of Fall count
- 3/18/21** - SELPA to present CY (20/21) Regional services Proportionate Share Costs as of 2nd Interim related to OT, MH & PT at Steering/Finance
- 3/19/21** - Districts to provide February PARs and PYR for TPP to SELPA
- 3/31/21** - SELPA to submit January TPP Service and Certified Invoices to DOR
- TBD** - SELPA to present PY (19/20,18/19,17/18) AB602 allocations based on February Certifications by e-mail to districts
- TBD** - SELPA to present the CY (20/21) AB602 Certifications based on P-1 State Funding Exhibit, projected P-2 ADA, and December student counts for regional programs by e-mail to districts

APRIL 2021

- 4/1/21** - Districts to confirm county-served students Spring count for FFS sent via e-mail
- 4/16/21** - Districts to provide Grant Expenditure Report #2 (Jan 1 – Mar 31) to SELPA for CY (20/21)
- 4/16/21** - Districts to provide March PARs and PYR for TPP to SELPA
- 4/16/21** - SELPA to send districts Low Incidence Inventory Report for review
- 4/16/21** - SBCSS to present proposed FFS rates for FY 21/22 at Steering/Finance
- 4/16/21** - SELPA to provide P-2 NPS ADA to districts ***District deadline to BAS April 23rd
- TBD** - SELPA to present 21/22 Operating Budget to Board Budget Ad Hoc
- 4/19/21** - SELPA to submit P-2 Infant Funding Report to SBCSS, due to CDE May 1
- 4/30/21** - SELPA to submit February TPP Service and Certified Invoices to DOR
- TBD** - Districts to complete and submit Personnel Data Report via CDE online portal and send copy electronically to SELPA
- TBD** - Districts to complete final Low Incidence purchases for FY 20/21

MAY 2021

- 5/12/21** - Districts to provide April PARs and PYR for TPP to SELPA
- 5/13/21** - SELPA to present 3rd Quarter NPS reimbursement transfer for invoices paid at Steering/Finance
- 5/13/21** - SELPA to present FY (21/22) Proposed EV SELPA Operating Budgets at Steering/Finance
- 5/13/21** - SELPA to present 20/21 Annual Budget and Service Plans at Steering/Finance
- 5/19/21** - Districts to return reviewed Low Incidence Inventory Report to SELPA and all Low Incidence reimbursement requests for CY 20/21
- 5/19/21** - SELPA to present to Board of Directors EV SELPA 2021-22 Operating Budgets and SBCSS 2021-22 FFS rates
- 5/31/21** - SELPA to submit March TPP Service and Certified Invoices to DOR

JUNE 2021

- 6/14/21** - Districts to provide May PARs and PYR for TPP to SELPA
- 6/30/21** - SELPA to submit April TPP Service and Certified Invoices to DOR
- TBD** - SELPA to finalize AB602 CDE Certifications for CY (20/21) and PY (19/20, 18/19 & 17/18)

PROGRAM ISSUES

4.4 EV SELPA Local Plan Board Approval & Next Steps

4.5 CDE Compliance Requirements

EV SELPA 2019-2020 DINC Monitoring

Key “take-aways”

CDE created a DINC report on March 10, 2020 based on a “point-in-time” data set as of January 26, 2020 (the end of the CALPADS Fall 1 data submission amendment window). This data set includes students who were enrolled in the district as of 1/26/20 (even though a student may not have been enrolled on Census Day - 10/2/20).

Summary of CDE’s DINC findings by Indicator and LEA:

EV SELPA SUMMARY DATA								
Indicator	Description	Colton	Redlands	Rialto	Rim	Yucaipa	SBCSS	Totals
SPPI 11	Elig Eval	0	0	0	0	0	0	0
SPPI 12	Part B Date	2	4	1	0	1	0	8
SPPI 13	Transition	0	1	1	0	0	1	3
Ann Date	Timeliness	7	12	20	1	1	7	48
Tri Date	Timeliness	1	5	4	0	0	5	15
Totals		10	22	26	1	2	13	74

SELPA reviewed the DINC data, identified the cause of the non-compliance and corrected as many of the incidents as possible. The records that could be corrected were generally related to missing SPED records in CALPADS. Some of these are a result of the SPED “start-up” process requiring batches of June 2019 data to be uploaded. Certain conditions resulted in some 2019 records not being submitted to CALPADS.

A consultation meeting was conducted with Special Education Administrators in each LEA to review the data, discuss the reason for the non-compliance, explain the records that were corrected by SELPA, identify records that require action by the LEA and then identify the key “take-aways” related to avoiding future similar occurrences.

Key “take-aways” from the EV SELPA DINC analysis:

- Need process for checking SPED status at enrollment
- Need a system for Part C to B assess & IEPs during summer (including IRC collaboration/transition mtgs)
- Process for monitoring timelines for compliance (ann/tri)
- Process for 30-day/annual (within 30 days and not amendment)
- Training - Annuals to be held within 30 days for students placed in JH
- Monitor the rescheduling of IEPs to ensure timely completion
- Multi-part IEPs – date should remain initial meeting date
- Ensure all staff know correct SPED exit process
- IEPs need to be finalized shortly after completion
- Consistent & timely submission of records to CALPADS through API
- Consistent & timely processing of rejected records in API
- Process for adopting prior LEA IEP when necessary
- Need process for notifying SELPA to update “signed” status
- Contact SELPA to submit CALPADS record for parent withdrawals
- Questions regarding non-Part C to B referrals
- Questions regarding whether a record with a delay reason is DINC

Note: Communication is ongoing with CDE to clarify records with an appropriate “Delay Code” and a discrepancy in record type (reported to CALPADS as Part B Initial but reported on DINC as Part C to Part B).



19-20 CDE MONITORING



Developing Special
Education Plans
(SEPs)



Training Provided by CDE

May 28th & June 3rd

*Recording & PPT available
on Monitoring Padlet*

[Padlet –](https://padlet.com/sedmonitoring/1920monitoring)

<https://padlet.com/sedmonitoring/1920monitoring>

Collaborate and share info with Charter Schools

CECA – YCJUSD

Grove – Redlands USD

CDE Virtual Training

Due Dates & Forms

Due dates

- CDE – 12-15-20
- SELPA – 11-16-20

Forms & Data Charts

- SEP Forms
 - EV SELPA will be using the revised forms
 - SELPA-wide consistency and more integrated format
 - Not yet available on the Padlet
- APRs
- Element Chart

“Itching” to Get Started??

■ Data documents

- *APR*
- *Selection Data Charts*
- *SEP Element Charts*
- *Dashboard Data*



■ LEA Identification Form

- *Improvement Team*
 - SELPA Rep
 - Admin – SE & GE
 - Teachers – SE & GE
 - Others
- *Meetings (pg 6 of LEA ID Form)*
 - Planning
 - Implementation/Monitoring



**KEEP
CALM
AND
LET'S
RECAP**

EV SELPA TRAINING

AUGUST

LEADERSHIP TEAMS

4.6 CALPADS EOY4 & EOY3 Data Submission

EOY Data Collections



EOY Submission Order

The CDE suggests that LEAs certify the EOY submissions order of 2, 4, 3 then 1 for the following reasons:

- EOY 2 is a straightforward and most of the data certified should have already been updated in CALPADS
- EOY 4 should be submitted and certified next because as LEAs submit special education records they identify enrollment updates they need to make before certifying cumulative enrollment counts in EOY 3
- Next EOY 3, LEAs need to ensure that all enrollment/exit updates have been made, incident and absence summary data can be submitted with the end of the school year
- Lastly EOY 1, anticipating that grades and credits earned may require policy and process changes, it may make sense to complete the EOY 1 submission last.

EOY 2 - Program Participation

EOY 4 - Special Education

EOY 3 - Cumulative Enrollment, Student Incident, Student Absence Summary

EOY 1 - Cumulative Enrollment, Student Incident, Student Absence Summary

EOY 4 Errors

Error #	Error Name
CERT004	Ethnicity / Race Data Missing
CERT132	Missing SPED Record for Enrolled Student at Reporting LEA
CERT133	Invalid Student Special Education Exit Reason and Student Enrollment Exit Reason combination
CERT134	Missing Student Exit Reason Code for Student with Disabilities who left program after Completing HS
CERT135	Part B Initial Evaluation for a student with an IFSP occurred late (after child's 3rd Birthday)
CERT136	Special Education Meeting Should Occur within 60 Days from Parental Consent
CERT137	Late Triennial Meeting
CERT138	Missing Student Enrollment Exit Reason for Student With Disabilities Dropping from Program
CERT139	Late Annual Meeting
CERT140	Missing SPED record for a student with a SSRV record
CERT141	Missing Student Enrollment Exit Reason for Student with Disabilities leaving program due to Max Age Reached
CERT142	Missing Special Education Service for Education Plan Type Code 100, 150, or 200
CERT143	Missing SENR Record for a student with SPED Record
CERT144	SPED Record Missing for student Enrolled at NPS school
CERT145	SPED record missing for student enrolled in Private School
CERT147	Invalid Postsecondary/Transition Status Indicator
CERT160	Invalid Education Plan Type Code for student enrolled in Private School (0000002)
CERT161	Special Education Program Exit Date Or Special Education Exit Reason Code Mismatch

Reenabled for EOY 4

Newly updated severity to fatal

Warning

CALPADS Update **Flash #178**



Date: May 15, 2020

To: Local Educational Agency Representatives

From: California Department of Education – CALPADS Team

2019–2020 End of Year Submissions

As noted in a letter dated May 13, 2020 sent to district and county superintendents and charter school administrators, as well as in Flash #175, all CALPADS End-of-Year (EOY) submissions are required in order to support mandated state and federal reporting requirements. **Beginning May 11, 2020**, CALPADS began processing EOY snapshots. The **initial deadline is July 31, 2020** and the **final deadline is August 28, 2020**. The four-year adjusted cohort graduation rate (ACGR) reports are refreshed nightly and will continue to refresh until the data are pulled from the CALPADS Operational Data Store (ODS) on August 28, 2020.

This year's EOY submission includes **three new files as part of EOY 3**, and a **new EOY 4 submission for special education** data. With these changes come **new input validation rules (IVRs)**, **certification validation rules (CVRs)**, and **reports**.

Suggestions for EOY Submission Order

The CDE **suggests that LEAs certify submissions in the following order:**

- EOY 2 - Program Participation
- EOY 4 - Special Education
- EOY 3 - Cumulative Enrollment, Student Incident, Student Absence Summary
- EOY 1 - Course Completion, Career Technical Education (CTE)

This **submission order is not required**, but is suggested for the following reasons:

- EOY 2 is a straightforward submission and most of the data certified as part of this submission should have already been updated in CALPADS. The only change to EOY 2 is the removal of the homeless count, which is now in EOY 3.

- EOY 4 should be submitted and certified next because as LEAs submit special education records they identify enrollment updates they need to make before certifying cumulative enrollment counts in EOY 3.
- Much of the data for EOY 3 can be submitted now, such as the student absence summary data, and student incident data, since LEAs are no longer taking attendance, and it is unlikely that student incidents will occur. However, LEAs need to ensure that all enrollment updates have been made, and certifying EOY 4 will identify any updates that need to be made. In addition, the CDE encourages LEAs to continue updating the program records that identify students as Free and Reduced-Price Meal (FRPM) eligible (Migrant [135], Free Meal [181], Reduced-Price Meal [182], and Homeless [191]) through the end of June because FRPM eligibility can provide benefits to students whose families apply under the Pandemic-EBT program administered by the California Department of Social Services.
- Anticipating that grades and credits earned may require policy and process changes, it may make sense to complete the EOY 1 submission last.

New Student Incident Files in EOY 3

As described in Flash #159, the Student Discipline (SDIS) file has been retired and the **module has been expanded** to collect a **broader range of incidents** that includes incidents in which students commit statutory offenses, and incidents in which students are restrained or secluded. The **module now includes the following three new file types**:

Record Type Code	Name
SINC	Student Incident
SIRS	Student Incident Result
SOFF	Student Offense

For more information on these three new files, LEAs should refer to the CALPADS File Specifications (CFS), the Data Guide, and Error List. LEA Administrators should attend Advanced EOY Training (for experienced administrators), or EOY 3 training (for administrators who are new or who need a refresher).

In order for the EOY 3 to be certified, LEAs must approve all EOY 3 aggregate certification reports, and their **Special Education Local Plan Area (SELPA) must approve the reports specific for students with disabilities**. While SELPAs are not required to certify the reports that include counts of incidents and results that include general education as well as students with disabilities **(Report # 7.10, Report # 7.11)**, **LEAs are strongly encouraged to provide SELPAs access to these reports so that they**

can assist in the identification of potential disproportionality issues. The EOY 3 reports are summarized below:

Report #	Report Name	SELPA Approval Required
7.10	Incident - Count	No
7.11	Incident Results - Count	No
7.12	Incident Result – Student List	No
7.13	Student Offense – Count by Offense	No
7.14	Incident Offense – Student List	No
7.15	Incident Results - Persistently Dangerous Offense Expulsions	No
7.16	Incident Restraint, Seclusion, and Removals for Students with Disabilities - Count	Yes
7.17	Unilateral Removals for Students with Disabilities - Count	Yes
7.18	Incident Removals for Students with Disabilities – Student List	Yes

Population of the Instructional Support Indicator on the SINC File

To meet federal reporting requirements, the CDE must collect whether any student who committed a statutory offense and was *suspended or expelled* received instructional support. LEAs are not required to provide instructional support to general education students who have been suspended or expelled; however, the CDE is required to report whether instructional support was provided.* LEAs are required to provide instructional support to students with disabilities who are suspended or expelled after a duration of 10 days.

The *Student Instructional Support Indicator*, previously on the SDIS file, is now Field 18.16 on the Student Incident (SINC) File, and LEAs receive a fatal error (SINC0496) if Field 18.15 - *Statutory Offense Indicator* is "Y" and Field 18.16 is not populated. To facilitate the collection of this data, the **SINC0496 input validation will be disabled**, and in June a new certification validation will be implemented that will trigger if Field 18.16 – *Student Instructional Support Indicator* is not populated for students with

Incident Result Codes of 100 (Out-of-School Suspension), 110 (In-School Suspension), or 200 (Expulsion) on the Student Incident Results (SIRS) file.

*Note that *Education Code* sections 47606.2(a) and 48913.5(a) require teachers to provide to a pupil in any grades 1–12, who has been suspended for two or more school days, the homework that the pupil would otherwise have been assigned.

New EOY 4 Submission – Special Education

For **EOY 4**, LEAs are required to submit Special Education (**SPED**), Student Services (**SSRV**), and Postsecondary Status (**PSTS**) files, and **LEAs and SELPAs must approve all EOY 4 reports for the submission to be certified**. Flash #176 detailed all the new/updated IVRs related to SPED and SSRV and new CVRs related to EOY 4.

The EOY 4 reports are summarized below:

Report #	Report Name	SELPA Approval Required
16.1	Students with Disabilities – Education Plan by Primary Disability Count (EOY4)	Yes
16.2	Students with Disabilities – Count by Federal Setting – Count (EOY4)	Yes
16.3	Students with Disabilities Profile – List (EOY4)	Yes
16.5	Students with Disabilities – Student Services by Primary Disability (EOY4)	Yes
16.6	Students with Disabilities – Student Services – Student List (EOY4)	Yes
17.3	Postsecondary Survey Outcome for Students with Disabilities – Count	Yes
17.4	Postsecondary Survey Outcome for Students with Disabilities – Student List	Yes

Additional EOY Functionality

Additional functionality for EOY 3 and EOY 4 is expected to be rolled out by mid-June 2020 as detailed in the following table:

Change #	Description
1717	Add New District of Special Education Accountability (DSEA) Extract to Extract Menu
1806	Add New SELPA reports to EOY 3
1083	Add New SELPA Reports to EOY 4
1634	Add New County/Authorizing Reports to EOY 3
1722	Add CERT056 – <i>Special Education Exit Code for Non-Special Education</i> to EOY 3
1634	Add New CVR for <i>Missing Special Education Exit Code for Non-Special Education</i> to EOY 3
1862	Add New CVR for <i>Missing Student Instructional Support Indicator</i> to EOY 3
1083	Add CERT004 - <i>Ethnicity/Race Data Missing</i> to EOY 4

Reporting Adjustments for 2019–2020 Due to COVID-19

Identifying Career Technical Education Completers

Career technical education (CTE) completers collected in CALPADS for purposes of the Carl Perkins Program as well as for the California School Dashboard have traditionally been defined as students completing a CTE pathway that is a minimum of 300 hours and passing the capstone course with a C- or better. For purposes of the California Perkins V State Plan, a Perkins V “concentrator” is defined as a student meeting the criteria of a CTE completer as noted above; however, a concentrator course (as referenced below) is the course required prior to a student taking the capstone course within an industry pathway.

Due to the COVID-19 crisis, many students enrolled in the capstone course in the 2019 –2020 academic year will be completing the course via distance learning and may not be issued letter grades, but rather a mark of Pass/Fail or Credit/No Credit. Therefore, for the 2019–2020 academic year only, LEAs should use the following guidance in identifying CTE completers for reporting on the Student Career Technical Education (SCTE) file certified as part of the EOY 1 submission:

A student may be reported as a CTE completer in an industry pathway if the student:

- Previously completed all prerequisite introductory and concentrator courses within a pathway.
- Took the capstone course in the 2019–2020 academic year and received a passing mark and credit for the course.

Submitting Chronic Absenteeism Summary Data

As referenced in Flashes #173 and #175, LEAs are not required to take attendance after the February 29, 2020 cut-off for average daily attendance apportionment (P2) or the date of their emergency school closures. For the 2019–20 year only, when submitting the Student Absenteeism Summary (STAS) file, LEAs should:

- Adjust expected attendance days in Field 13.15 - *Expected Attendance Days* to align with the date that the LEA elected to use (February 29 or the date of emergency school closure).
- Populate Field 13.13 - *Student Absence Summary Data Collection Exemption Indicator* with "Y" for any student who enrolled after February 29, 2020 or the emergency school closure date, whichever the LEA elected to use. Since LEAs must submit STAS records for every student who was primarily enrolled in the LEA from July 1, 2019 through June 30, 2020, a fatal error will trigger for enrolled students who do not have a STAS record, unless the exemption indicator is populated.

4.7 2019-2020 Personnel Data Report Submission

2019-20 Special Education Personnel Data Report

EV SELPA Steering Meeting
June 11, 2020

Patty Metheny, Ed.D.
Administrator East Valley SELPA

Personnel Data Report

What is it?

- Annual survey of all special education personnel working as of **October 2, 2019**
- CDE reports this to USDOE (Section 618(a)(3) of the Individuals with Disabilities Education Act (IDEA) requires that each State submit data on Personnel to the Office Special Education Program (OSEP).
- Is part of the Timely and Complete Reporting
 - One file for each SELPA
 - One file for each district within SELPA

Personnel Data Report

How is this done?

- Each district completes a report and provides it to the EV SELPA August 1, 2020 in advance of CDE due date
- EVSELPA completes a comprehensive SELPA level report
- EVSELPA submits the comprehensive report and the district reports

Personnel Data Report

What is the timeline?

- Has changed from year-to-year
- 2016 – Due April 28, 2016
- 2017 – Due June 15, 2017, SELPAs received reporting requirements April 21, 2017
- 2018 – Due June 15, 2018, SELPAs received reporting requirements April 19, 2018
- 2019 Due June 15, 2019 SELPAs received reporting requirements in April 2019
- Due date anticipated to be August 30, 2020, still waiting to receive reporting requirements

Report Components (in the past)

- Three Sections:

SECTION A: Special Ed Teachers who teach Core

SECTION B: Infant/Preschool and those who do not teach Core

SECTION C: Other Special Ed Personnel

- 32 Rows:

- Each row has specific criteria as defined in directions

- 5 Columns:

(A) Highly Qualified (NCLB Defined)/Qualified/Certified

(B) Not Highly Qualified/Not Qualified/Not Fully Certified

(C) District Vacant Positions not filled by Contracted Staff

(D) District Vacant Positions filled by Contracted Staff

(E) Total Vacant Positions (C+D)

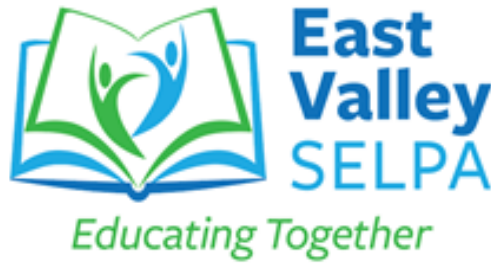
Additional Information

- Districts need to include charter school staff if it is a school of the district
- Remember to include contracted staff
- Vacant positions are not included in Columns A and B

How to Prepare

- Keep a list of staff who were in place October 2, 2019
- Work closely with Human Resource departments to update list throughout school year
- Review prior year (2018-2019) submission to assist in completion of current year report (2019-2020)
- Prepare now to meet the deadline

4.8 2020-2021 EV SELPA NPS Master Contract



NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2020-2021

East Valley Special Education Local Plan Area
670 E. Carnegie Dr.
San Bernardino, CA 92408

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

AGENCY _____

Contract Year _____

2020 - 2021

- ☐ Nonpublic School (NPS)
- ☐ Nonpublic Agency (NPA)
- ☐ Residential Treatment Center (RTC)

Type of Contract:

- ☐ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
- ☐ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
- ☐ Amended Master Contract for the fiscal year.

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

Date Initiated by SELPA: _____

Date Signed by Contractor: _____

Date Received by SELPA: _____

Expiration Date: _____

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

I. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2020, between East Valley Special Education Local Plan Area, County of San Bernardino (hereinafter referred to as the “SELPA”) on behalf of its member districts (Colton JUSD, Redlands USD, Rialto USD, Rim of the World USD and Yucaipa-Calimesa JUSD (hereinafter referred to as “LEA”) and _____, a nonpublic, nonsectarian school or agency (hereinafter referred to as NPS/A or “CONTRACTOR”) for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004).

Payment for services will not be provided to CONTRACTOR until a fully executed Master Contract is complete, signed, and returned to EVSELPA. It is understood that this agreement does not commit SELPA or LEA to pay for special education and/or related services provided to any 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, SELPA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms 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 a student’s enrollment. The SELPA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the SELPA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between SELPA/LEA and parent or authorized by SELPA/LEA for a transfer student pursuant to California Education Code section 56325, SELPA/LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to SELPA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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 and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

CONTRACTOR acknowledges and understands that the SELPA 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, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the SELPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the SELPA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

CONTRACTOR shall provide the SELPA with the following information as requested in writing to secure a Master Contract or a renewal:

- a. Current CDE Certification
- b. Insurance Document (as described in Section 15)
- c. Current Staff List with copies of current teacher credentials and clearance, along with copies of licenses from related services personnel
- d. Program Description
- e. School Calendar
- f. Bell Schedule
- g. Annual Training Certifications

If CONTRACTOR fails to execute the new Master Contract including all required documents within a ninety (90) day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to SELPA by CONTRACTOR, (California Education Code §56366(c) (1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT (“ISA”)

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA shall be developed for the length of time for which services, provided by the CONTRACTOR, are specified in the LEA student’s IEP. 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 SELPA for so long as CONTRACTOR is servicing authorized students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the SELPA 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 SELPA/LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS AND ACRONYMS

The following definitions and acronyms shall apply for purposes of this contract:

ADA	Average Daily Attendance
Agreement	Also means Master Contract and is referred to as such in this document
Authorized LEA Representative	Means an LEA administrator assigned by the LEA special education department administrator or administrative designee designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The SELPA maintains sole responsibility for the contract, unless otherwise specified in the contract
Billable Day	A school day in which instructional minutes meet or exceed those in comparable LEA programs.
Billable Day of Attendance	A school day as defined in California Education Code §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.
CAASPP	California Assessment of Student Performance and Progress
CDE	California Department of Education
Contractor	A nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
Credential	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(g).
Days	Identified as calendar days unless otherwise specified.
ERMHS	Educationally Related Mental Health Services
Extended School Year (ESY)	IEP team determination via data analysis that a student with disabilities requires ESY as a component of FAPE when data indicates that student's progress toward goals significantly regresses after lengthy school breaks and student does not recoup those losses during a reasonable amount of time after school resumes.
FAPE	Free and Appropriate Public Education
Fiscal Year (FY)	July 1 st through June 30 th of the following year
IA	Instructional Assistant

IEE	Independent Educational Evaluation
IEP	Individualized Education Program
ISA	Individual Services Agreement
Immediate	Within 24 hours
LCI	Licensed Children's Institution
LEA	Local Education Agency
License	A valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
LRE	Least Restrictive Environment
Master Contract	Also means "Agreement" and is referred to as such in this document.
Notification	Within fourteen (14) calendar days, unless otherwise specified.
NPS/NPA	Nonpublic School/Nonpublic Agency
OAH	Office of Administrative Hearings
Parent	<ol style="list-style-type: none"> 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). <p>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).</p>

Qualified	<p>Possession of 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 34CCR § 200.56 and 200.58, and those requirements set forth in CCR § 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.</p> <p>Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (5CCR § 3001 (r)).</p>
RTC	Residential Treatment Center
SELPA	Special Education Local Plan Area, specifically East Valley SELPA as pertains to this contract
SBE	State Board of Education
Social Work	<p>A strength-based, family centered, culturally insightful, and needs driven individualized process that has proven to be an effective evidence-based practice. A series of steps are utilized to guide service planning for children with emotional and behavioral challenges and their families. The wraparound process provides comprehensive, community-based services for children and families who are working toward maintaining placement in the home and/or reunification to the home setting. The plan helps the youth maintain stability and safety in his or her home, school, and community; it helps the family develop an effective support network, increase their sense of competence, acquire new skills for managing the special needs of their child, and have access to the supportive resources they need. A team of staff work alongside the family and their natural support system (such as relatives and family friends) and professionals from schools and other agencies to create and implement individualized comprehensive plans.</p> <ol style="list-style-type: none"> A Master's level therapist provides individual and/or family therapy sessions if the student requires more intensive intervention. A Family Specialist meets weekly with the youth in school and in the home creating and implementing effective behavioral and academic interventions. The Family Specialist is also available to meet with school personnel and attend IEP meetings as needed. A Parent Partner acts as a family liaison between the caregivers and formal agencies. He or she also mentors caregivers in a variety of areas including supporting the student's education and monitoring progress, stress management, problem-solving, communication skills, anger management and behavior interventions. The Family Facilitator provides intensive case management and leads the family team meetings focusing on interventions, goals and stabilization-safety. He or she provides interventions and support for the student who may be at risk of a higher level of care or who is being returned home from out-of-home care. Family meetings occur weekly until the student is stable and then will occur monthly or as needed.
Stay Put	The setting and services in the last agreed upon (signed) and implemented IEP between LEA and Parent

II. ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated below and on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated below and on signature page of this Master Contract.

NOTICES

	<u>CONTRACTOR</u>	<u>EAST VALLEY SELPA</u>
Name:		Patty Metheny, Ed.D.
Title:		Administrator, EV SELPA
Address:		670 E. Carnegie Drive
City, St, Zip:		San Bernardino, CA 92408
Phone:		909-252-4507
Fax:		909-252-4533
Email:		patty.metheny@sbcss.net

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 sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for

each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of the SELPA, LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in San Bernardino, California.

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

This Master Contract may be modified or amended by the SELPA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the SELPA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. Notwithstanding the foregoing, the SELPA may modify SELPA procedures from time to time without the consent of CONTRACTOR.

14. TERMINATION

This Master Contract or 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 contract unless the parent agrees to the transfer of the student to the public-school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6.

CONTRACTOR or the SELPA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice. Upon termination without default of CONTRACTOR, EVSELPA 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 EVSELPA. In consideration of this payment, CONTRACTOR waives all right to any further payment or damage and shall turn over to EVSELPA all documents pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.

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 or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- b. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

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

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

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

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

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

- e. Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- f. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the SELPA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General

Liability and Automobile Liability policy shall name the SELPA, all LEAs for whom services are provided pursuant to this Agreement, and their respective governing boards as additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- g. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the SELPA and all affected LEAs. At its option, the SELPA or an affected LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the SELPA or LEA or eliminate such deductibles or self-insured retentions with respect to the SELPA or LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- h. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA for whom services are provided pursuant to this agreement, 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.
- i. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name the SELPA and all LEAs for whom services are provided pursuant to this Agreement, and their respective Governing Boards as *named* additional insured and shall provide specifically that any insurance carried by the SELPA or affected LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the SELPA and affected LEAs.

- b. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- c. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- d. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other

assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- e. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- f. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold SELPA and its member LEAs and their respective Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SELPA/LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding SELPA/LEA and SELPA/LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The SELPA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

17. INDEPENDENT CONTRACTOR

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

If the SELPA or LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the SELPA or LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the SELPA or LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to SELPA and LEA before subcontracting for special education and/or related services pursuant to this Master Contract. 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, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall maintain and make available to the SELPA, the 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. All endorsements are to be maintained and made available to the SELPA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the SELPA, LEA and their respective Governing Boards, Administrators, Employees and Agents as additional insureds with respect to the services provided under this agreement, including defense costs but excluding the proportionate share of negligence of such additional insureds.

As an alternative to the SELPA or 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 must reference the SELPA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors 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 SELPA 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 the SELPA or a member LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with SELPA 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 SELPA otherwise agree in writing, SELPA 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 SELPA/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 SELPA/LEA may, in its discretion, not fund services through the evaluator whose IEE the SELPA/LEA agrees to fund. When no other appropriate assessor is available, the SELPA/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 SELPA if provided by an individual who was an employee of the SELPA or member LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR and LEA shall collaborate to ensure an approved course of study is included on all appropriate IEPs and Individual Transition Plans. The placing LEA shall accept approved course of study for consideration of awarding an LEA Diploma or Certificate of Completion. CONTRACTOR may provide a certificate of attendance or other ceremonial document at the end of a placement, but Certificate of Completion, Diploma or other official documentation shall be issued by the LEA as per education code.

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

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

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the SELPA 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 CA EC § 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the SELPA a school calendar with the total number of billable days not to exceed 180 days, plus an additional twenty (20) extended school year billable days. 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 SELPA. Nothing in this Master Contract shall be interpreted to require the SELPA to accept any requests for calendar changes.

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

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 the SELPA with all data related to student and billing information. CONTRACTOR shall agree to provide all data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the SELPA and/or LEA. It is understood that all nonpublic school and agencies shall utilize the SELPA adopted electronic web-based IEP system (EVSELPA WebIEP) for all IEP development service tracking documentation and progress reporting, unless otherwise agreed to by the SELPA. Additional progress reporting may be required by the LEA. The SELPA shall provide the CONTRACTOR with user training and permissions to allow adequate access to the EVSELPA WebIEP for the purposes of completing requested activities consistent with EVSELPA policy. The NPS shall maintain confidentiality of all IEP data on the web-based system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS shall discontinue use of the web-based IEP system for that student.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by the CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any SELPA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code 48900 and 48915, CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The SELPA and/or LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports, progress reports, Behavior Emergency Reports (BERs), discipline data reports and/or restraint/seclusion data reports. The SELPA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings. In particular, the IEP section entitled “Activities to Support Transition” (Form 5 - Offer of FAPE) must be addressed for every student.

Should pupil show improvement in his/her educational program (e.g. grades, progress toward goals, behavior charts), CONTRACTOR will contact pupil’s LEA to call an IEP meeting. The IEP team will meet and decide pupil’s appropriate LRE.

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), including Smarter Balanced Assessment Consortium (“SBAC”), California Alternative Assessment (“CAA”), and California Science Test (“CAST”), Desired Results Developmental Profile (“DRDP”), the Physical Fitness Test (“PFT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

Provided said meetings are relevant to CONTRACTOR services, CONTRACTOR may attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s). Attendance may be in person or by electronic means at the mutual agreement of the parties.

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population.. The Training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the 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 contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report (BER) when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment (FBA), and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

- a. Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock
- b. An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual
- c. An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
- d. An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
- e. Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.
- f. Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- g. An intervention that precludes adequate supervision of the individual.
- h. An intervention that deprives the individual of one or more of his or her senses.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

Restraint and Seclusion

CONTRACTOR will adhere to Education Code § 49005 – 49006.4 as pertains to the use of restraint and seclusion and maintain record of the number of times and the number of students on which mechanical restraints, physical restraints, and seclusion are used. CONTRACTOR will provide said data to the LEA upon request and in the format requested in a timely manner such that the LEA may meet its annual reporting requirements.

A pupil “has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff” (EC Code § 49005.2). Seclusion or a behavioral restraint may be used “only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive” (EC § 49005.4).

Definitions, as provided in EC § 49005.1:

- a. Behavioral Restraint means ‘mechanical restraint’ or ‘physical restraint’ as defined in this section, used as an intervention when a pupil presents an immediate danger to self or to others. (EC § 49005.1(a))
- b. Mechanical restraint is “the use of a device or equipment to restrict a pupil’s freedom of movement.” (EC § 49005.1 (d)(1))
- c. Physical restraint is defined as “a personal restriction that immobilizes or reduces the ability of a pupil to move his or her torso, arms, legs, or head freely.” (EC § 49005.1 (f)(1))
- d. Prone restraint “means the application of a behavioral restraint on a pupil in a facedown position.” (EC § 49005.1 (g))
- e. Seclusion is “the involuntary confinement of a pupil alone in a room or area from which the pupil is physically prevented from leaving (EC § 49005.1(i))

Prohibitions (EC § 49005.8(a)) – An educational provider shall not do any of the following:

- a. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- b. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- c. Use a physical restraint technique that obstructs a pupil’s respiratory airway or impairs the pupil’s breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil’s back or places his or her body weight against the pupil’s torso or back.
- d. Use a behavioral restraint technique that restricts breathing, including but not limited to, using a pillow, blanket, carpet, mat or other item to cover a pupil’s face.
- e. Place a pupil in a facedown position with the pupil’s hands held or restrained behind the pupil’s back.
- f. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

Requirements (EC § 49005.8 (b), (c) and (d))

- a. Educational Providers shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. The observation shall not be through indirect means, including through a security camera or a closed-circuit television.
- b. LEAs are required to collect and report annually on the number of times and the number of students on which mechanical restraints, physical restraints, and seclusion are used.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline, including suspension, that is consistent with state and federal law and regulations. Updated information on changes to Education Code that may occur shall be shared with CONTRACTOR for implementation when such changes occur.

Consistent with this Agreement, changes requested by the SELPA or made due to changes to education code shall be implemented in a timely manner.

When student engages in behavior that results in suspension (removal from educational placement for disciplinary reasons), CONTRACTOR shall immediately submit a written discipline report to the LEA which shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the interventions/behavioral supports implemented; disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. The LEA will be responsible for completing the Manifestation Determination analysis and or assessment as appropriate, with input from the CONTRACTOR. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made. At a minimum, the CONTRACTOR and LEA agree to participate in a manifestation determination IEP meeting within 10 days of the decision to remove the student from his/her education placement for the 10th day of suspension. It is understood that the LEA shall be responsible for any expulsion decision, hearing and/or appeal.

Using Forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and SELPA, on a monthly basis, CONTRACTOR will provide the LEAs, in the format requested by the LEA, with the necessary data relating to incidents resulting from violations of Education Code 48900 and/or 48915, regardless of outcome, including suspension or expulsion. The data will be requested in such a time frame as to permit the LEA to meet its end-of-year CALPADS timeline (typically approximately mid-June). The LEA will collaborate with the CONTRACTOR to collect the required data in the LEA's chosen format.

An incident consists of one or more students violating one or more 48900 or 48915 offenses on the same day, resulting in in- or out-of-school suspension, expulsion, or other means of correction. Maintained data shall include:

- a. Incident ID
- b. Incident Date
- c. Students involved in the incident and:
 - 1) The outcome for each student for the incident (in-, out-of-school suspension, expulsion, other means of correction)
 - 2) The offense(s) each student committed within the incident
 - 3) Other specific data about the outcome

32. IEP TEAM MEETINGS

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

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

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. **It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.**

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under Individuals with Disabilities Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to CA EC § 42238.01(b). When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to § 51225.1.

34. DUE PROCESS PROCEEDINGS

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

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 students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the SELPA. CONTRACTOR shall immediately notify LEA and SELPA of any complaints filed against it related to SELPA students and provide SELPA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

CONTRACTOR shall provide to parents and LEA written Progress Toward Goals report at least as often as report cards are provided in the student's LEA. This report will be provided using the SELPA's IEP system and form (EVSELPA WebIEP, Form EV-12). The Report of Progress form shall include progress over time towards IEP goals and objectives. A copy of the progress reports and report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA student's parent(s) and to the LEA within five (5) days of each reporting period.

The following schedule shall be used for the completion of Report of Progress on Goals (EV-12) and Report Cards:

District	Elementary Schools	Middle & High Schools
Colton JUSD	Quarters	Semesters
Rialto USD	Trimesters	Semesters
Rim of the World USD	Trimesters	Semesters
Redlands USD	Trimesters	Semesters
Yucaipa-Calimesa JUSD	Trimesters	Semesters

Addresses for SELPA Member Districts are as follows:

Colton JUSD	Pupil Personnel Services	10435 Cedar Ave.	Bloomington, CA	92316
Rialto USD	Student Services	182 E. Walnut Ave.	Rialto, CA	92376
Rim of the World USD	Special Education	P.O. Box 430	Lake Arrowhead, CA	92352
Redlands USD	Special Services	P.O. Box 3008	Redlands, CA	92373
Yucaipa-Calimesa JUSD	Student Services	35912 Avenue H	Yucaipa, CA	92399

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Formal individual assessment requires Parent Consent (Assessment Plan/Prior Written Notice). Curriculum based measures, classroom assessment and data collection, charting and observational data regularly collected does not require an assessment plan. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to the SELPA or LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's district of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA and the SELPA in writing of the student's change of residence using the **Student Change Notice**. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify the LEA and SELPA of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the SELPA and LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the SELPA and LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations

and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR shall provide for scheduled and unscheduled LEA and SELPA access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms for educational purposes including but not limited to IEP preparation. CONTRACTOR shall provide LEA and SELPA staff reasonable space for student assessment, interview, and related student contact.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the SELPA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA in which it resides, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as 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. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings (OAH) order or a lawfully executed agreement between LEA and parent, the SELPA and LEA are 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.

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.).

42. STATE MEAL MANDATE

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

43. MONITORING

When CONTRACTOR is a nonpublic school, the SELPA or LEA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the SELPA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The SELPA or LEA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The SELPA or LEA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow SELPA and LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each 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 and/or NPS/RTC, the CDE 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 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 participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that the SELPA and/or 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 as appropriate in accordance with California Education Code Section 33126.

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers 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 the SELPA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors 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). CONTRACTOR shall certify to the SELPA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the SELPA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification 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 to the SELPA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

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

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 or subcontracted by

CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) 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.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to SELPA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the SELPA 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, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify the SELPA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify the SELPA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The SELPA and LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the SELPA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's service provider is absent, CONTRACTOR shall provide an appropriately qualified (as defined in section 7 of this agreement and as determined by LEA) substitute in compliance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. SELPA and LEA shall not be responsible for payment for instruction and/or services when an appropriate credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. SELPA and LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service

hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. 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 agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during 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 adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 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 SELPA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a 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.

50. FACILITIES AND FACILITIES MODIFICATIONS

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

conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

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, fire disaster, lockdown, intruder, bomb threat, medical emergencies, power outage and/or attack of school personnel and/or student by an individual.

CONTRACTOR agrees to maintain and keep available for inspection by LEA or SELPA representative, a log containing the date, time and length of all practice disaster drills completed during the current school year, as well as all practice drills completed during the previous three (3) years.

CONTRACTOR shall report to SELPA, within seven (7) days, any violations or items found out of compliance by the fire marshal during inspection of the premises and accompanying buildings. CONTRACTOR shall have in place an operational fire warning system that complies with all required 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.

Failure to notify the SELPA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the SELPA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the 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 student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the 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 physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, missing children under CONTRACTOR supervision, the need for mental health services, injuries requiring medical attention, injuries resulting from physical restraint, Behavioral Emergency Reports (BERs), student injury of another individual, or student involvement in an activity requiring notification of law enforcement or emergency personnel. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

In addition to notifying the LEA within 24 hours *EC 56366.1(i)(2)* has been amended as follows: (effective January 1, 2020)

A nonpublic, nonsectarian school or agency shall notify the department and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law

enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

To meet this requirement, all nonpublic, nonsectarian schools or agencies must notify the CDE using the following email template:

To: NPSA@cde.ca.gov

From: (insert name of nonpublic, nonsectarian school or agency)

Body: On this date (insert date) law enforcement was contacted for a pupil-involved incident.

Submitted by: (insert name and title of person submitting email notification)

53. 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. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the SELPA.

54. SEXUAL HARASSMENT

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 and maintain documentation of annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures SELPA and 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 SELPA.

FINANCIAL

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

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA and SELPA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the SELPA Procedures. CONTRACTOR shall be paid for the provision of special education and/or

related services specified in the student's IEP and ISA. All payments by SELPA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., 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 SELPA or LEA during the effective period of this 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 SELPA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a SELPA form with signatures in the manner prescribed by the SELPA in the SELPA Procedures.

At a minimum, each invoice must contain the following information:

- a) Month of service;
- b) Specific days and times of services coordinated by the SELPA approved calendar unless otherwise specified in the IEP or agreed to by the student's LEA;
- c) Name of staff who provided the service;
- d) Approved cost of each invoice;
- e) Total for each service and total for the monthly invoice;
- f) Date invoice was mailed;
- g) Signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA,
- h) Signature of licensed service provider (or licensed supervisor for SLPA, COTA or Counseling Services provided by an intern) on each service log.
- i) Verification that attendance report is attached as appropriate;
- j) Indication of any made-up session consistent with this contract;
- k) 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 contract. At the discretion of the SELPA, 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 ten (10) days after the end of the attendance accounting period in which the services were rendered. SELPA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of SELPA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the SELPA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by SELPA. The SELPA 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 SELPA.

No additional or corrected demands for payment will be considered or approved by SELPA when said demands for payment are submitted more than thirty (30) days after the end of the fiscal year unless approved by the SELPA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the SELPA, then no limit is set provided that the SELPA and CONTRACTOR have

communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

All invoices must be submitted to:

San Bernardino County Superintendent of Schools
Attn: Elizabeth Coronel, Accounting Technician
East Valley SELPA
670 E. Carnegie Drive
San Bernardino, CA 92408
Phone: 909-252-4507 Fax: 909-252-4533

57. RIGHT TO WITHHOLD PAYMENT

SELPA may withhold payment to CONTRACTOR when:

- a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this 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 SELPA 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 students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
- f) SELPA has not received prior to school closure or contract termination, all documents concerning one or more 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 within 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 student.

It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the SELPA until completion of a review or audit, if deemed necessary by the LEA or SELPA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by SELPA 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 entire amount 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 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 student.

If SELPA determines that cause exists to withhold payment to CONTRACTOR, SELPA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that SELPA is withholding payment. Such notice shall specify the basis or bases for SELPA'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 SELPA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, SELPA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to SELPA specifying the reason it believes payment should not be withheld. SELPA 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 SELPA believes payment should not be made. If SELPA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the SELPA'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 SELPA's Representative of the dispute in writing. The SELPA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. 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 SELPA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. SELPA/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 7 of this agreement and as determined by LEA) substitute. SELPA/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 student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the student's LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. SELPA/LEA shall not pay for services provided on days that a 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. SELPA shall not be responsible for payment of 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 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. SELPA/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 LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. SELPA/LEA shall not be responsible for the payment of services when a student is absent.

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. Should the LEA and NPS remained closed for an emergency or due to an order by Federal, State and/or Local authorities, but NPS is able to provide services through a Distance Learning environment Exhibit D "Distance Learning Memorandum of Understanding" will take affect until the order is lifted and the NPS and LEA physically reopen.

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

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the SELPA 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 access to SELPA and LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books 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, 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 SELPA. CONTRACTOR shall make available to SELPA all budgetary information including operating budgets submitted by CONTRACTOR to SELPA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the SELPA or CONTRACTOR's offices (to be specified by SELPA) at all reasonable times and without charge. All records shall be provided to SELPA within five (5) working days of a written request from SELPA. CONTRACTOR shall, at no cost to SELPA, provide assistance for such examination or audit. SELPA'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 SELPA, unless the SELPA 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 SELPA upon request by SELPA.

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

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Agreement upon request by SELPA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to SELPA for purpose of contract negotiations shall be made available for the relevant Agreement period being audited to assess the extent to which funds were expended consistent with said budgetary information. CONTRACTOR fiscal books, records, documents, expense support items, and the like shall be maintained by CONTRACTOR for five (5) years and shall be available for audit, review and inspection by SELPA during normal business hours.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may

be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. 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 are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

SIGNATURES

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

<u>CONTRACTOR</u>	<u>SELPA</u>
	East Valley Special Education Local Plan Area
Nonpublic School/Agency	SELPA
Signature: NPS/NPA Contracting Officer	Signature: SELPA Authorized Representative
	Patty Metheny, Ed.D., Administrator
Print Name and Title	Print Name and Title
Date	Date

NOTICES SHALL BE ADDRESSED TO:

	<u>CONTRACTOR</u>	<u>EAST VALLEY SELPA</u>
Name:		Patty Metheny, Ed.D.
Title:		Administrator, EV SELPA
Address:		670 E. Carnegie Drive
City, St, Zip:		San Bernardino, CA 92408
Phone:		909-252-4507
Fax:		909-252-4533
Email:		patty.metheny@sbcss.net

**2019/20 RATE SCHEDULE
EXHIBIT A**

	<u>Rate</u>	<u>Unit</u>
A. <u>BASIC EDUCATION</u>		
Basic Education Program/Special Education Instruction (185 days)	\$	Per Day
Basic Education Program/Extended School Year (35 days)	\$	Per Day
B. <u>RELATED SERVICES</u>		
Adaptive PE	\$	Per 1/2 Hr
Counseling - Individual	\$	Per 1/2 Hr
Counseling - Group	\$	Per Hour
Behavior Interventionist - Individual BII	\$	Per Hour
Behavior Interventionist - Supervision BID	\$	Per Hour
Occupational Therapy Individual/Consult	\$	Per 1/2 Hr
Physical Therapy - Individual	\$	Per 1/2 Hr
Speech and Language Therapy - Individual (1 hour increments)	\$	Per Hour
Speech and Language Therapy - Individual (1/2 hour increments)	\$	Per 1/2 Hr
Speech and Language Therapy - Group (1 hour increments)	\$	Per Hour
Speech and Language Therapy - Group (1/2 hour increments)	\$	Per 1/2 Hr
C. <u>OTHER SERVICES</u>		
Transportation Services	\$	Per Day
Transportation Mileage	\$	Per Mile
Behavioral Aide for transport (Authorized on IEP)	\$	Per Day

EXHIBIT B

EAST VALLEY SELPA INDIVIDUAL SERVICE AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365, 56366, et seq.)

Contract Number		Local Education Agency (LEA)		District of Residence		NPS/A	
Birthdate		Student Last Name				Student First Name	
Gender	Grade	Resides With		Name of Parent, Guardian, LCI, or Foster			
Student's Address		City		State	Zip	Phone	
Parent Address (if different than student's)		City		State	Zip	Phone	

A. BASIC EDUCATION PROGRAM (applies to Nonpublic Schools only)

PERIOD	# OF DAYS	PER DIEM	TOTAL COST (A)
REGULAR YEAR	0	\$0.00	\$0.00
EXTENDED YEAR	0	\$0.00	\$0.00
TOTAL (A)		0	\$0.00

B. RELATED SERVICES

SERVICE	PROVIDER	FREQUENCY			SERVICE COST PER UNIT	MAXIMUM UNITS	UNIT MEASURE	TOTAL COST (B)
		Value	Measure	Interval				
	NPS		ROUNDRIP	DAILY	\$0.00		DAYS	\$0.00
	NPS		MINUTES	WEEKLY	\$0.00		HOURS	\$0.00
	NPS		MINUTES	WEEKLY	\$0.00		HOURS	\$0.00
	NPS							\$0.00
	NPS							\$0.00
	NPS							\$0.00
	NPS							\$0.00
	NPS							\$0.00
	NPS							\$0.00
TOTAL (B)								\$0.00

C. MAXIMUM TOTALS (total A + B)

\$0.00

All terms and conditions of the above referenced current Master Contract number, hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this Individual Service Agreement (ISA) and Master Contract, and will request in writing to the student's district of residence an IEP review prior to any change in the service program.

EFFECTIVE DATE:

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on the date indicated above, or if after the date identified, the date student begins attending a nonpublic school or receiving services from a nonpublic agency. This contract terminates at 5:00 p.m. on June 30, 2019, unless sooner terminated as provided in the Master Contract by applicable law.

CONTRACTOR

SELPA

Signature _____ Date _____

Signature _____ Date _____

Type Name/Title _____

Patty Metheny, EdD, Administrator

Type Name/Title _____

NPS/A Name _____

EAST VALLEY SELPA

LEA Name _____

NPS/A Mailing Address _____

670 E. CARNEGIE DRIVE
SAN BERNARDINO, CA 92408

LEA Mailing Address _____

EXHIBIT C

EAST VALLEY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

670 E. Carnegie Drive, San Bernardino, CA 92408
(909) 252-4507

STUDENT CHANGE NOTICE

(The purpose of this form is to notify the SELPA office of any changes in Nonpublic Schools and/or Community Based Services, in order to maintain accurate records and expedite the billing process)

STUDENT NAME:

DOB:

DISTRICT:

RESIDENTIAL STATUS:

CONTRACTOR:

ED. RIGHTS HOLDER:

CONTACT PERSON:

PHONE:

REASON FOR CHANGE (CHECK ONLY ONE):

☐ **SERVICE CHANGE**

FROM:

PROVIDER:

TO:

PROVIDER:

☐ **ADD STUDENT**

INTERIM PLACEMENT – DATE SIGNED:

☐ **ADDRESS CHANGE**

***IF THIS RESULTS IN CHANGING DISTRICTS**

FROM:

TO:

☐ **CHANGE OF SCHOOL/CAMPUS/DISTRICT**

FROM:

TO:

DROP STUDENT:

☐ **1. MOVED OUT OF THE EAST VALLEY SELPA**

☐ **2. JUVENILE HALL**

☐ **3. AWOL**

☐ **4. AGED OUT OF PROGRAM**

☐ **5. TRANSITIONED TO PUBLIC SCHOOL (FULL TIME)**

☐ **6. CHANGE OF PROGRAM (E.G. COUNTY PROGRAM)**

☐ **7. GRADUATED**

☐ **8. PARENT/SELF WITHDRAWAL**

☐ **9. OTHER (PLEASE SPECIFY):**

*If a student's change results in a change in district, the student must register for school within the new district and an Interim Placement must be completed before the new district will accept responsibility.

FAX/MAIL THIS FORM TO: EAST VALLEY SELPA

ATTN: Elizabeth Coronel, Accounting Technician

670 E. Carnegie Drive

San Bernardino, CA 92408

Elizabeth.Coronel@sbcss.net

909-252-4542

EXHIBIT D

2020-2021 EAST VALLEY SELPA

DISTANCE LEARNING MEMORANDUM OF UNDERSTANDING

Place Name Here NPS

This Memorandum of Understanding to the 2020-2021 East Valley SELPA Nonpublic Master Contract ("MOU"), is made and entered into by and between the East Valley SELPA and the Nonpublic School ("Contractor") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties have entered into the 2020-2021 East Valley SELPA Nonpublic Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the NPS has remained closed for an emergency or due to an order by Federal, State and/or Local authorities which has necessitated the temporary closure of schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time; and

WHEREAS, the Parties desire to include this amendment to the Contract to permit the Contractor to continue providing services to students and to ease the financial impact on the Contractor, consistent with State and Federal guidance; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. MOU to the Contract

- a. The following provisions shall apply to amend the Contract:
 - i. Contractor shall submit to the EV SELPA a plan for the provision of remote and/or distance learning educational services to pupils who will receive special education and/or related services provided by the Contractor ("Distance Learning Plan"). The Contractor and EV SELPA shall discuss and agree to the Distance Learning Plan. EV SELPA shall not unreasonably withhold approval of the Distance Learning Plan but may base approval on applicable State or Federal guidance. The Contractor will implement the Distance Learning Plan.
 - ii. Based on the applicable Individual Services Agreement, the Contractor shall submit to EV SELPA detailed service logs reflecting dates, times, manner, and description of services provided in accordance with the Distance Learning Plan.

- iii. EV SELPA shall make payment to the Contractor for those services provided by the Contractor pursuant to the approved Distance Learning Plan, at the regular rate for such services, as set forth in the Master Contract.
 - iv. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services will be identified at the time of school closure through a mutually agreeable process
 - v. EV SELPA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days written notice, as provided in section 11.14 of the Master Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.
- b. EV SELPA shall make payment to the Contractor for those services as provided in the applicable Individual Services Agreement based on the school calendar previously provided to EV SELPA, for the period of the nonpublic school closure as detailed in the nonpublic school distance learning plan, provided:
- 1. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;
 - 2. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;
 - 3. Contractor agrees to pay such Contractor employee(s) at his/her regular rate for the above-mentioned period, such that the Contractor employee(s) remain employed;
 - 4. Contractor employee(s) is/are not otherwise employed during the hours he/she is usually employed by Contractor;
 - 5. In the event that a Contractor employee covered under this section ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the EV SELPA shall have no obligation to make payment for those services under this paragraph.

The EV SELPA and Contractor shall collaborate to define employee's scope of work that supports the Distance Learning Plan to the greatest extent possible noted in 1.a.iv. above.

Payment under this paragraph shall be made in a monthly amount upon receipt by the EV SELPA of invoices submitted by the Contractor. The amounts payable under the ISAs shall be for 100% of the services listed in the ISAs (excluding those identified as described in paragraph 1.a.iv.) and adjusted downward for prior average attendance as follows:

- 1. The percentage adjustment shall be calculated by dividing the days of attendance for the last 100 school days preceding the school closure for each enrolled student, divided by the total number of school days for each enrolled student.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Master Contract, inclusive of the Main Document and Attachments A-C, shall remain in full force and effect and are reaffirmed. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Master Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Master Contract may not be further amended in any way except as specified in section 1.13 of the Contract.

4.9 EV SELPA April 2020 Services Data Analysis/Quality

**EV SELPA PUPIL COUNT
DATA ANALYSIS
April 2020**

Error Sources		
Data Column	Error	Correction
IEP Type	IEP with services indicated as a Plan Type 80 (Eligible, no plan)	Plan Type 10 (IEP)
Provider	DOS – COE - SELPA	Verify accuracy at IEP while creating/inputting services (Form 5: FAPE-Services)
	NPS Versus NPA	
	TPP & WA & Regional Center	Do not use TPP, WA or Regional Center (will be removed from WebIEP Provider Table).
Residence District	SBCSS East Valley	Change to correct LEA
Service District	Not changed when student goes to/from LEA & SBCSS	Ensure accuracy of District & School of Attendance when changing placements
Teacher	Incorrect identification of service provider	Ensure alignment with provider and service
Impacts almost all	IEP meetings when student changes placement	IEPs to be held when a student's placement changes to/from SBCSS or other agency
Freq	Yearly Services	Caution!

4.10 Private School Individual Service Plan Services

4.11 PCM Trainings 2020-2021

PCM Recertification Training Dates

PCM PRACTITIONER 2P 4 hours	PCM PRACTITIONER 4 hours
8/25 8/26 8/27	8/25 8/26 8/27
9/17 9/18 9/21	9/3 9/4
10/19 10/20 10/21	10/8 10/9

Each training date will include two different time options for the participants to choose from. 9-1pm *or* 1-5pm. Participants will sign up on OMS. Participants will receive an email with instructions on how to join the virtual recertification training.

4.12 EV SELPA IEP Forms

East Valley Special Education Local Plan Area
REPORT OF PROGRESS TOWARD IEP GOALS

DATE PRINTED _____

STUDENT'S NAME _____

BIRTHDATE _____

_____	_____
Current Annual	Next Annual
_____	_____
Current Triennial	Next Triennial

Case Carrier _____
School _____ Grade _____

Progress toward IEP goals will be provided to the parent at the: ☐ Quarter ☐ Semester ☐ Trimester

Goal #	When given
Person(s) Responsible:	

Date: _____	Reporting Period: _____	<input type="checkbox"/> Student's progress toward this goal: _____
<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.		
As evidenced by:		

Date: _____	Reporting Period: _____	<input type="checkbox"/> Student's progress toward this goal: _____
<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.		
As evidenced by:		

Date: _____	Reporting Period: _____	<input type="checkbox"/> Student's progress toward this goal: _____
<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.		
As evidenced by:		

Date: _____	Reporting Period: _____	<input type="checkbox"/> Student's progress toward this goal: _____
<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.		
As evidenced by:		

East Valley Special Education Local Plan Area
REPORT OF PROGRESS TOWARD IEP GOALS

DATE PRINTED _____

STUDENT'S NAME _____

BIRTHDATE _____

Goal #	When given
Person(s) Responsible:	

<u>Date:</u> _____	<u>Reporting Period:</u> _____	<input type="checkbox"/> Student's progress toward this goal: <u>Distance Learning – Goal not evaluated</u>
		<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.
As evidenced by:		

<u>Date:</u> _____	<u>Reporting Period:</u> _____	<input type="checkbox"/> Student's progress toward this goal: _____
		<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.
As evidenced by:		

<u>Date:</u> _____	<u>Reporting Period:</u> _____	<input type="checkbox"/> Student's progress toward this goal: _____
		<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.
As evidenced by:		

<u>Date:</u> _____	<u>Reporting Period:</u> _____	<input type="checkbox"/> Student's progress toward this goal: _____
		<input type="checkbox"/> Limited time since last IEP to evaluate progress toward goal.
As evidenced by:		

**Report of Progress on Goals
EV-12**

Drop Down Menus

Reporting Period	Student's progress toward this goal:
1 st Quarter	Substantial
2 nd Quarter	Partial
3 rd Quarter	Insufficient
4 th Quarter	
1 st Semester	Distance Learning – Goal not evaluated
2 nd Semester	
1 st Trimester	
2 nd Trimester	
3 rd Trimester	

6.9.20

East Valley Special Education Local Plan Area
INDIVIDUALIZED EDUCATION PROGRAM
INDIVIDUAL SERVICE PLAN (ISP) FOR PARENTALLY PLACED PRIVATE SCHOOL STUDENTS

Student Name _____ **Birthdate** _____ **ISP Meeting Date** _____

Current Annual ISP	Next Annual ISP
Current Triennial	Next Triennial

<u>ISP Meeting Type:</u> <input type="checkbox"/> Initial <input type="checkbox"/> Annual <input type="checkbox"/> Triennial

DOR/DSEA	District of Service (DOS)
Home School	Private School

STUDENT DEMOGRAPHICS			
Grade _____	Gender _____	Student ID _____	SSID _____
Native Language _____		English Language Learner <input type="checkbox"/> Yes <input type="checkbox"/> No	
Race _____			
Parent/Guardian/Foster (where student resides) _____			
Address _____		City _____	State _____ Zip _____
Phone _____	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work	Contact Name: _____	
Phone _____	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work	Contact Name: _____	

Eligibility _____	Setting (age 6 – 22) _____
Primary Disability _____	Secondary Disability _____

Present levels described in: <input type="checkbox"/> Initial IEP or <input type="checkbox"/> Triennial IEP Date: _____
Areas of need as identified in the IEP:

INDIVIDUAL SERVICE PLAN SERVICES							
ISP Service	Provider	Location	Delivery Model	Min.	Freq.	Start Date	End Date
P							
S							
S							
S							

East Valley Special Education Local Plan Area
INDIVIDUALIZED EDUCATION PROGRAM
INDIVIDUAL SERVICE PLAN (ISP) FOR PARENTALLY PLACED PRIVATE SCHOOL STUDENTS

PRIVATE SCHOOL CONSENT

Initial Where initialed, my signature below indicates that:

I/We understand: Student has been found eligible for special education services. I/We have chosen to unilaterally enroll or continue enrollment of my/our student in a private school without the consent of, referral by, or at the expense of the District. The District of Special Education Accountability/Residence (DSEA) is responsible for offering a Free Appropriate Public Education (FAPE) in the Individualized Education Program (IEP). The IEP will be implemented should the child be enrolled in the public-school setting. A child has no individual right to such services should the parent(s) maintain the child's enrollment in the private school setting.

The District of Service (DOS) is not required to provide services other than those identified and agreed upon in their Private School Protocol. The DOS will provide the ISP service(s) indicated for the student while enrolled in private school.

I/We accept the private school Individual Service Plan (ISP)

☐ Yes ☐ No Did the school district facilitate parent involvement as a means of improving services and results for your child?

☐ Parent/Guardian/Adult Student has received a copy of the Procedural Safeguards.

☐ Parent/Guardian/Adult Student has received a copy of the Individual Service Plan (ISP).

Signature: _____

☐ Parent

☐ Guardian

☐ Adult Student

_____ Date

Signature: _____

☐ Parent

☐ Guardian

_____ Date

SIGNATURES OF MEETING PARTICIPANTS

Signature: _____

Print Name: _____

☐ District of
Service

_____ Title

_____ Date

Signature: _____

Print Name: _____

☐ Private
School

_____ Title

_____ Date

Signature: _____

Print Name: _____

☐ DSEA
(Optional)

_____ Title

_____ Date

Signature: _____

Print Name: _____

☐ Other

_____ Title

_____ Date

4.13 SBCSS East Valley Operations

4.14 Hot Topics

OTHER

5.1 2020-2021 EVSELPA Steering Committee Meetings

2020/2021
East Valley SELPA
Steering/Finance Committee Meeting Schedule

All meetings will be held at the Dorothy Inghram Learning Center
670 E. Carnegie Drive, San Bernardino CA 92408
Conference Room E
Home of the East Valley SELPA
beginning at 8:00 a.m. & ending at 2:00 p.m., unless otherwise notified.

JULY 16, 2020

AUGUST 2020 – NO MEETING

SEPTEMBER 10, 2020 (Conference Room D)

OCTOBER 15, 2020

NOVEMBER 12, 2020

DECEMBER 10, 2020

JANUARY 2021 – NO MEETING

FEBRUARY 11, 2021

MARCH 18, 2021

APRIL 15, 2021

MAY 13, 2021

JUNE 10, 2021

5.2 2020-2021 EV SELPA Board of Directors Meetings

**2020/2021
East Valley SELPA
BOARD OF DIRECTORS MEETING SCHEDULE**

September 16, 2020

November 18, 2020

February 24, 2021

March 24, 2021

May 19, 2021

June 16, 2021

**All meetings will be held at 2:00 p.m. at the
Dorothy Ingrham Learning Center
670 E. Carnegie Drive,
San Bernardino CA 92408
home of the
EAST VALLEY SELPA**

5.3 2020-2021 EV SELPA Community Advisory Committee Meetings

**2020/2021
East Valley Special Education Local Plan Area**

CAC Meeting Schedule

All meetings will held at the Dorothy Inghram Learning Center
Home of the East Valley SELPA
beginning at 9:30 a.m. & ending at 11:00 a.m.

SEPTEMBER 21, 2020

NOVEMBER 16, 2020

FEBRUARY 22, 2021

APRIL 19, 2021

