

East Valley SELPA
STEERING COMMITTEE MEETING
670 E. Carnegie Drive., San Bernardino, CA 92408

**** AGENDA ****
JUNE 9, 2022 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 EV SELPA Schedule Rex based on Governor's May 2022 Revise	Andrea Tennyson
4.2 Out-of-Home Funding Methodology 2022-23	Andrea Tennyson
4.3 EV SELPA 2021-2022 Fiscal Reporting Calendar	Andrea Tennyson
4.4 EV SELPA 2022-2023 Fiscal Reporting Calendar	Andrea Tennyson
<u>Program Items</u>	
4.5 2022-23 EV SELPA NPS Master Contract	Patty Metheny
4.6 EV SELPA Private School Individual Service Plan Services	Rick Homutoff
4.7 EV SELPA IEP Implementation Module <ul style="list-style-type: none">• Recording Service Minutes• Pilot Feedback• Administrative Features• District-level Systems	Jennifer Brooksby Doug Faucette
4.8 CDE Monitoring <ul style="list-style-type: none">• Overdue Initials, Annuals & Triennials• NPS Annual Monitoring Visits	Jennifer Brooksby
4.9 CALPADS/Student Data <ul style="list-style-type: none">• EOY Reporting• DRDP Spring 2022	Lisa Horsley Jennifer Brooksby
4.10 Distributive Bargaining Professional Development – July 14	Jennifer Brooksby
4.11 EV SELPA Virtual Parent-Educator Event <ul style="list-style-type: none">• September 15 & 16, 2022	Patty Metheny

4.12 SBCSS East Valley Operations

Scott Wyatt

4.13 Hot Topics

Committee

5.0 OTHER

5.1 2022-2023 EV SELPA Steering Committee Meetings

5.2 2022-2023 EV SELPA Board of Directors Meetings

5.3 2022-2023 EV SELPA CAC Meetings

5.4 SELPA Administrators of California 2022 ADR Conference – March 16 & 17, 2023

5.5 Next Meeting – July 14, 2022, 8:00 AM

East Valley SELPA
STEERING COMMITTEE MEETING MINUTES
May 12, 2022

MEMBERS PRESENT:

Dr. Patty Metheny
Rob Pearson
Patricia Buchmiller
Bridgette Ealy
Leslie Burghardt
Dr. Scott Wyatt

East Valley SELPA
Colton Joint Unified School District
Redlands Unified School District
Rialto Unified School District
Yucaipa-Calimesa Joint Unified School District
SB County Schools, East Valley Ops

FISCAL STAFF PRESENT:

Juan Villanueva
Fernanda Naves-Arias
Valeria Estrella
Jennifer Alvarado
Lacey Hall
Amber Tavis

Business Services, Colton
Business Services, Redlands
Business Services, Rialto
Internal Business, SB County Schools
Internal Business, SB County Schools
Business Services, Yucaipa

OTHERS PRESENT:

Dr. Rick Homutoff
Jennifer Brooksby
Andrea Tennyson
Lisa Horsley
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. at the Dorothy Inghram Learning Center located at 670 E. Carnegie Drive, San Bernardino, CA 92408.

2.0 PUBLIC COMMENTS: There were no public comments.

3.0 REVIEW/APPROVAL OF MINUTES: The minutes of the April 7, 2022, meeting were reviewed. Motion to approve the minutes was made by Scott Wyatt and seconded by Rob Pearson. The minutes were approved by consensus of the members present.

4.0 DISCUSSION/PRESENTATION

Finance Items

4.1 FY 21/22 Projected Actuals & FY 22/23 Proposed Budget

Dr. Metheny and Andrea Tennyson presented a snapshot of the FY 22/23 EV SELPA proposed operations budget. Dr. Metheny reported no major changes from the previous year operations budget except in the area of occupational therapy. As previously discussed, the influx of referrals for occupational therapy has led to an increase in personnel and therefore increased expenditures in this area. The budget will be presented to the Board of Directors for approval on May 25, 2022. The approved budget will be shared next month.

4.2 FY 21/22 3rd Quarter NPS Reimbursement Transfer

Ms. Tennyson presented the Third Quarter NPS Reimbursement Transfer. As in previous months, the report provided a comparison of FY 20/21 and FY 21/22 expenditures divided by education and residential costs as well as student counts. A year-to-date total expenditure was also provided. Dr. Metheny spoke of the efforts of the Inland Empire SELPA Association (IESA) to negotiate NPS rates for next school year. At the moment, IESA reports that NPS are requesting an increase higher than the cost-of-living adjustment.

4.3 SBCSS Fee-for-Service FY 21/22 Student Counts

Ms. Tennyson presented the SBCSS County Operated FFS Counts for the FY 21/22. She explained these counts are taken twice a year and the costs are calculated averaging the two counts. These counts were verified by the special education directors of each district. Ms. Tennyson thanked the directors for their work verifying these numbers. As a reminder, the fee-for-service rates were approved by the Board of Directors last Spring.

4.4 EV SELPA Proportionate Share Program Student Counts

Ms. Tennyson presented the EV SELPA Regional Service Proportionate Share Counts. She explained the total cost of these programs are paid by districts based on the percentage of students being serviced. The OT cost is taken off-the-top of AB 602 monies. Any funds not spent are returned to districts in the same proportionate manner. While the ERMHS cost is calculated after the year end and represents the true costs so that there is not a need to return funds.

4.5 FY 22/23 EV SELPA Annual Budget & Service Plan

The Annual Budget and Service Plans were presented for review. These will be presented to the Board of Directors on May 25, 2022, for approval.

4.6 EV SELPA FY 21/22 Fiscal Reporting Calendar

Ms. Tennyson reviewed activities for May. She reported that three personnel data reports have been received by the SELPA to-date. These are due to the SELPA by the end of May. June activities were reviewed as well. She also reported that Schedule Rex will be updated and presented during the June Steering Committee Meeting.

Program Items

4.7 CALPADS/Student Data

The CALPADS file redesign has resulted in multiple problems and extension of previously identified deadlines. However, the certification for End of Year (EOY) 3 and EOY 4 is expected to occur as planned with SELPA certification scheduled to occur by August 26, 2022. Information regarding reporting and EOY certification procedures was shared.

Lisa Horsley reported districts are having trouble uploading program and services records to CALPADS. She explained records are uploaded only after a lengthy and frustrating process. Dr. Metheny shared that CDE stated in a SELPA Administrators meeting in early May that there will not be a compliance data pull June 30, 2022 due to the ongoing CALPADS system continues to glitch. District data governance teams were encouraged to take advantage of this time to clean up data and files. Ms. Horsley also shared she will continue to send WebIEP audit reports to support the work of the district governance teams. Finally, Lisa Horsley shared DRDP reporting is going well, and it is due to be uploaded to DR Access by July 1, 2022.

4.8 EV SELPA ADR

Jennifer Brooksby shared that the first EV SELPA Parent Liaison training series will conclude in May. Participants will be recognized at the May 25 Board meeting. Candidates for the fall series are needed. Dr. Metheny provided an update about the virtual ADR conference for parents and educators scheduled for September 16 & 17, 2022. Details pertaining to the schedule, topics and planning of the conference were shared. Ms. Brooksby reviewed a proposal for a High Conflict Certification series by the High Conflict Institute which would be made available for EV SELPA ADR Cadre members and others throughout the SELPA. To fund the certification series, a district contribution model was proposed. This model is the same one used to fund district member access to LRP. The Committee discussed using Dispute Prevention/Resolution dollars for the series and agreed to adopt the model presented to do so.

4.9 Dispute Prevention/Dispute Resolution Funds

Dr. Metheny reported that CDE is providing an opportunity to amend plans and budgets for the Dispute Prevention/Dispute Resolution Funds. CDE provided a document for each SELPA to submit for this purpose. Ms. Brooksby amended that form and amended the quarterly reporting form districts are currently using. As necessary, Dr. Metheny will amend the SELPA wide plan and submit the revisions to CDE. A copy of each district's proposed expenditure plan was shared for reference. To assist with quarterly reporting of these expenditures, Jennifer Brooksby will provide a district specific form. This form is due back to Ms. Brooksby by June 30 and any proposed changes to the plan is due to Dr. Metheny on the same date.

4.10 EV SELPA Supporting Inclusion Practices

The virtual Zooming In and Zooming Out in Inclusive Practices series debuted on April 25, 2022, and over six hundred participants statewide attended. The culminating event will be in-person at the East Valley SELPA on May 10, 2023. On May 11, 2023, Katie Novak and Shelley Moore will visit member districts to support inclusive practices. An

EV SELPA program specialist will serve as a chaperone to guide Ms. Novak and Ms. Moore thru districts campus. Directors were encouraged to identify the programs and/or schools they would like to showcase. Dr. Metheny also presented the EV SELPA United in Inclusion SIP Ribbon. This ribbon will be awarded to schools who excel at inclusive practices in the spring of 2023 based on a system approved by the EV SELPA Steering Committee and EV SELPA Board of Directors.

4.11 EV SELPA May 2022 Events/Requirements Reminders

The CDE IEP Implementation pilot continues at the State level and challenges are reported at the secondary level. The informal EV SELPA pilot continues as well but it is set to end tomorrow. To collect feedback from this session, Ms. Brooksby has created a form that will be sent out after tomorrow. During the EV SELPA pilot, it was discovered that WebIEP class lists are not accurate. Class list will have to be audited and updated to ensure data is reported accurately. Next, Faucette Micro Systems will create an “administrative module” for monitoring this data and provide an overview of it during the June Steering Committee meeting.

Dr. Rick Homutoff share he will be providing a surrogate parent training and also hosting the annual private school consultation in May.

4.12 2022-2023 EV SELPA Coordinator Workshop Series

Ms. Brooksby reported she and Dr. Homutoff are developing a workshop series on Special Education Coordinator Development. Ms. Brooksby explained this series will cover a broad range of topics, not necessarily exclusive for coordinators in district, but also for personnel interested in developing knowledge in special education leadership. Dr. Homutoff and Ms. Brooksby are open to suggestions on topics best suited for district needs.

4.13 SBCSS East Valley Operations

Dr. Wyatt reported that due to negotiated changes, SBCSS braillists who typically work during the summer translating classroom materials will have limited hours to do s. He acknowledged this is an unexpected change and apologized but stressed that the typical two-week advance notice will not be appropriate. As such, directors were encouraged to submit supplemental lessons and materials as early as possible to allow for translation for the beginning of next school year. After a brief discussion, it was suggested Dr. Wyatt look into having an outside agency contract to fulfill all requests and to provide the Committee with further information. He also indicated the DHH specialists will not be working during the summer months.

4.14 Hot Topics

Dr. Metheny shared that Somerset NPS in Riverside will be closed in 2022-23 for remodeling and that students currently served there will be transferred to Altus Academy in Fontana.

5.0 OTHER

5.1 EV SELPA Professional Development – May & June 2022

5.2 2022-2023 Steering Committee Meetings

5.3 2022-2023 Board of Directors Meetings

5.4 2022-2023 EV SELPA CAC Meetings

5.5 SELPA Administrators of California 2023 ADR Conference – March 16 & 17, 2023

6.0 ADJOURNMENT: Meeting adjourned at 12:10 p.m. Next meeting will be held on June 9, 2022.

FINANCE ITEMS

4.1 EV SELPA Schedule Rex based on Governor's May 2022 Revise

EAST VALLEY SELPA 2022-23 SCHEDULE REX - Projections based on May Revise

LN	SACS RS A	DESCRIPTION B	A/E? C	COLTON D	REDLANDS E	RIALTO F	RIM G	YUCAIPA H	SBCSS EV OPS I	REGIONAL/ SELPA J	SELPA K	TOTAL L
ADA FOR AB 602 FUNDING												
I		2022-23 SELPA total K-12 ADA (Used 2021-22 P-1 Cert)	E	17,973.96	18,717.04	21,923.33	2,584.57	7,917.44	309.76			69,426.10
II		PY 21/22 SELPA Total K-12 ADA (Used P-1 Cert)	A	17,973.96	18,717.04	21,923.33	2,584.57	7,917.44	309.76			69,426.10
III		Second PY 20/21 SELPA Total K-12 ADA (P-2 Cert)	A	20,403.68	20,048.01	24,126.10	2,917.43	8,384.33	607.36			76,486.91
IV		SELPA FUNDED ADA (Greater of CY, PY, and PPY)	A	20,403.68	20,048.01	24,126.10	2,917.43	8,384.33	607.36			76,486.91
V		Prior Year (21/22) SELPA Funded ADA	A	20,403.68	20,048.01	24,126.10	2,917.43	8,384.33	607.36			76,486.91
AB 602 STATE REVENUE				16,731,017.60	16,439,368.20	19,783,402.00	2,392,292.60	6,875,150.60	498,035.20			820.00
1	6500	Adjusted Base Grant Entitlement		\$ 16,731,017.60	\$ 16,439,368.20	\$ 19,783,402.00	\$ 2,392,292.60	\$ 6,875,150.60	\$ 498,035.20			\$ 62,719,266.20
1a		District Base Funding %		26.68%	26.21%	31.54%	3.81%	10.96%	0.79%			100.00%
1b		Local Special Education Property Tax Projection as of P-1	E	\$ (1,072,577.91)	\$ (1,053,881.10)	\$ (1,268,257.59)	\$ (153,363.07)	\$ (440,746.33)				\$ 3,988,826.00
1c		District Net Funding Entitlement		\$ 15,658,439.69	\$ 15,385,487.10	\$ 18,515,144.41	\$ 2,238,929.53	\$ 6,434,404.27	\$ 498,035.20			\$ 58,730,440.20
2	6500	PS/RS Apportionment	E								\$ 1,413,800.02	\$ 1,413,800.02
3	6500	Low Incidence (570 @ \$3,300)	E	\$ 353,430.00	\$ 549,780.00	\$ 426,360.00	\$ 39,270.00	\$ 230,010.00		\$ 282,150.00		\$ 1,881,000.00
4	6500	Out-of-Home (from 21-22 P-1 Cert, rollover from 20-21 OHC amount, 16/17 frozen census counts)	E	\$ 393,966.00	\$ 1,241,980.00	\$ 796,945.00	\$ 161,447.00	\$ 1,241,868.00				\$ 3,836,206.00
5		TOTAL AB 602 APPORTIONMENT I-7	E	\$ 16,405,835.69	\$ 17,177,247.10	\$ 19,738,449.41	\$ 2,439,646.53	\$ 7,906,282.27	\$ 498,035.20	\$ 282,150.00	\$ 1,413,800.02	\$ 65,861,446.23
6		Off-the-Top Funding the SELPA										\$ -
7	6500	Autism	A	\$ (54,545.57)	\$ (53,594.75)	\$ (64,496.79)	\$ (7,799.21)	\$ (22,414.00)	\$ (1,623.67)	204,474.00		\$ -
8	6500	Mental Health Oversight (Revised 10/22/20)	A	\$ (98,032.59)	\$ (96,323.72)	\$ (115,917.52)	\$ (14,017.24)	\$ (40,283.79)	\$ (2,918.15)	367,493.00		\$ -
9	6500	Contributions to EV SELPA Operations	A	\$ (292,792.81)	\$ (287,688.94)	\$ (346,209.54)	\$ (41,865.12)	\$ (120,315.14)	\$ (8,715.62)		\$ 1,097,587.16	\$ -
10		SBCSS/EV Ops Fee-for-Service (Final 21-22 count with 22-23 rates)	E	\$ (3,857,508.00)	\$ (955,162.00)	\$ (3,660,080.00)	\$ (154,134.00)	\$ (871,432.00)	\$ 9,498,316.00			\$ -
11		*Add on Property Tax (Offsets FFS)	E	\$ 1,072,578.00	\$ 1,053,881.00	\$ 1,268,258.00	\$ 153,364.00	\$ 440,746.00	\$ (3,988,826.00)			\$ -
12	6500	OT Proportionate Share-Student Count (Revised 10/22/20)	E	\$ (652,003.00)	\$ (1,084,454.00)	\$ -	\$ (119,756.00)	\$ (332,655.00)		\$ 2,188,867.00		\$ -
13		Total Net RS 6500 AB 602 State Aid Funding and Property Tax		\$ 12,523,531.72	\$ 15,753,904.69	\$ 16,820,003.57	\$ 2,255,438.96	\$ 6,959,928.34	\$ 5,994,267.76	\$ 3,042,984.00	\$ 2,511,387.18	\$ 65,861,446.23
		Increase/(Decrease) from last FY		3,660,667.72	3,441,425.69	5,527,852.57	519,796.96	1,547,337.34	(1,380,343.24)	477,024.00	530,797.18	14,324,561.23
14 FEDERAL & STATE GRANT REVENUE (based on 20/21 Grant/Funds Awarded)												
15	3310	Total Grant/Local Assistance	A	\$ 3,973,928.00	\$ 4,164,251.00	\$ 4,383,758.00	\$ 621,646.00	\$ 2,038,384.00	\$ 408,291.00	\$ -	\$ -	\$ 15,590,258.00
16	3311	Private School Prop Share (reported on Line D - Exp Report)	A	\$ 39,912.00	\$ 119,736.00	\$ 1,535.00	\$ 1,535.00	\$ 23,026.00	\$ -	\$ -	\$ -	\$ 185,744.00
	3305	IDEA/ARP Local Assistance	A	\$ 858,694.00	\$ 899,819.00	\$ 947,251.00	\$ 134,326.00	\$ 440,458.00	\$ 88,224.00	\$ -	\$ -	\$ 3,368,772.00
	3306	Private School Prop Share (reported on Line D - Exp Report)	A	\$ 8,624.00	\$ 25,872.00	\$ 332.00	\$ 332.00	\$ 4,976.00	\$ -	\$ -	\$ -	\$ 40,136.00
18	3315	Grant/Fed.Preschool	A	\$ 94,517.00	\$ 91,435.00	\$ 109,927.00	\$ 14,383.00	\$ 53,423.00	\$ 5,137.00	\$ -	\$ 19,412.00	\$ 388,234.00
	3308	IDEA/ARP Federal Preschool Grant	A	\$ 73,646.00	\$ 78,885.00	\$ 80,462.00	\$ 11,434.00	\$ 37,823.00	\$ 9,857.00	\$ -	\$ -	\$ 292,107.00
19	3326	Grant/Supporting Inclusive Practices	A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,000.00	\$ 108,000.00
20	3327	Grant/Mental Health Services	E	\$ 238,077.00	\$ 233,923.00	\$ 281,511.00	\$ 34,042.00	\$ 97,832.00	\$ 7,087.00	\$ -	\$ -	\$ 892,472.00
21	3345	Grant/Infant-Presch.Staff Dev.	E	\$ 730.00	\$ 659.00	\$ 690.00	\$ 62.00	\$ 286.00	\$ 101.00	\$ -	\$ -	\$ 2,528.00
22	3385	Grant/Part C Early Intervention	E	\$ -	\$ 14,436.00	\$ -	\$ -	\$ -	\$ 57,745.00	\$ -	\$ -	\$ 72,181.00
23	3395	Grant/ADR-E	E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,601.00	\$ 14,601.00
24	3395	Grant/ADR Spec Ed COVID-19 (awarded 20/21 \$85,816)	A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,515.00	\$ 49,515.00
25	6510	Infant Entitlement	E	\$ -	\$ 385,266.00	\$ -	\$ -	\$ -	\$ 1,541,062.00	\$ -	\$ -	\$ 1,926,328.00
26	6536	ADR COVID (DP/DR) Funds	A	\$ 277,501.00	\$ 277,501.00	\$ 298,057.00	\$ 41,111.00	\$ 133,612.00	\$ -	\$ -	\$ 243,446.00	\$ 1,271,228.00
27	6537	Learning Recovery Support	A	\$ 1,544,541.00	\$ 1,544,541.00	\$ 1,658,952.00	\$ 228,822.00	\$ 743,668.00	\$ -	\$ -	\$ -	\$ 5,720,524.00
28	6546	Mental Health AB 114 (50/50) - *First 50% distributed 10/12/21	E	\$ 1,367,503.00	\$ 1,343,665.00	\$ 1,616,989.00	\$ 195,533.00	\$ 561,938.00	\$ 40,707.00	\$ -	\$ -	\$ 5,126,335.00
29	6515	Grant/Infant Discretionary	E	\$ -	\$ 7,907.00	\$ -	\$ -	\$ -	\$ 31,628.00	\$ -	\$ -	\$ 39,535.00
30		TOTAL REVENUE (AB602 Plus Federal & State Grants)		\$ 20,020,328.72	\$ 23,817,488.69	\$ 25,169,887.57	\$ 3,391,037.96	\$ 10,589,071.34	\$ 8,086,025.76	\$ 3,042,984.00	\$ 2,946,361.18	\$ 97,063,185.23
31 EXPENDITURES (Transfers to SELPA based on Governance & IEP Decisions)												
32	500/6512/332	NPS Contract Costs /Tuition FN 1180, Billback (quarterly)	E	\$ (1,062,540.00)	\$ (668,042.00)	\$ (778,561.00)	\$ (170,750.00)	\$ (661,758.00)				\$ (3,341,651.00)
33	500/6512/332	NPS Mental Health Counseling and Residential/FN 3900 Billback (quarterly)	E	\$ (226,906.00)	\$ (329,228.00)	\$ (553,004.00)	\$ (112,747.00)	\$ (674,471.00)				\$ (1,896,356.00)
34	3327/6512	SELPA MH Prop Share - Student Count	E	\$ (274,020.00)	\$ (72,111.00)	\$ -	\$ (259,598.00)	\$ -				\$ (605,729.00)
35	9279	Physical Therapy/Assistive Technology	E	\$ (62,303.00)	\$ (80,103.00)	\$ -	\$ (4,450.00)	\$ -				\$ (146,856.00)
36	6500	CCS MTU	E	\$ (9,265.00)	\$ (9,924.00)	\$ (9,615.00)	\$ (1,438.00)	\$ (4,758.00)				\$ (35,000.00)
37	6500	Due Process	E	\$ (258,338.00)	\$ (291,092.00)	\$ (280,108.00)	\$ (40,943.00)	\$ (129,519.00)				\$ (1,000,000.00)
38	9273	Information Systems	E	\$ (50,335.00)	\$ (56,673.00)	\$ (54,535.00)	\$ (7,972.00)	\$ (25,216.00)	\$ (5,269.00)			\$ (200,000.00)
39		TOTAL EXPENDITURES		\$ (1,943,707.00)	\$ (1,507,173.00)	\$ (1,675,823.00)	\$ (597,898.00)	\$ (1,495,722.00)	\$ (5,269.00)	\$ -	\$ -	\$ (7,225,592.00)
40		PROJECTED TOTAL REVENUE LESS EXPENDITURES		\$ 18,076,621.72	\$ 22,310,315.69	\$ 23,494,064.57	\$ 2,793,139.96	\$ 9,093,349.34	\$ 8,080,756.76	\$ 3,042,984.00	\$ 2,946,361.18	\$ 89,837,593.23

4.2 Out-of-Home Funding Methodology 2022-23



SPECIAL EDUCATION OUT-OF-HOME CARE (OOHC) NEW FUNDING MODEL

~ Prior to AB403 OOHC was funded based on counts/data provided by California Department of Social Services (DSS) and Department of Developmental Services (DDS) from 16/17 Census count:

- Foster Homes
- Group Homes
- Specialized Care settings
 - Intermediate Care Facility (ICF)
 - Community Care Facility (CCF)
 - Skilled Nursing Facility (SNF)

AB 403 – Continuum of Care

- ✓ advances California's long-standing goal to move away from the use of long term group home care
- ✓ transforms group homes into a new category of congregate care facility defined as Short-Term Residential Treatment Centers (STRTCs)
- ✓ revises the foster care rate structure

[More on the Continuum of Care Reform \(link\)](#)

For FY 2021-22...

[Funding Description](#) from CDE website:

The Out-of-Home Care Program provides funding through the Special Education Assembly Bill 602 formula to special education local plan areas (SELPAs) for foster youth, pupils placed in the short-term residential therapeutic program (STRTP), and three other types of facilities located within each SELPAs' geographic boundaries.

~ Post AB403 reform, OOHC is funded with a new rate structure on counts/data that will be provided to SELPAs by CDE upon request:

- Specialized Care settings pupil counts collected and managed by DDS as of April 1, 2022:
 - Intermediate Care Facility (ICF)
 - Community Care Facility (CCF)
 - Skilled Nursing Facility (SNF)
- Foster Youth Cumulative Enrollment reported through CALPADS

- Short Term Residential Therapeutic Programs (STRTP) Average Daily Population (ADP) collected and managed by the DSS.

~ Funding for 21-22 P-1 and P-2 for each SELPA will be the same funding received in the prior year (2020-21) - \$3,836,206. This amount can be overstated with the new funding model eliminating Group Homes.

~ Funding for 21/22 Annual (re-certified mid to late February 2023) will be calculated using current year data and rates and each SELPA's funding will be adjusted.

~ New count/data from FY 21/22 will be provided to SELPAs by CDE upon request. Adjustment to allocation will be made based on the new OOHC Funding exhibit.

~ OOHC allocation will be revised based on the recertification using the new funding model/rate structure and AB 602 apportionments will be adjusted.

Out-of-Home Care Funding

County: San Bernardino
 SELPA: East Valley SELPA
 SELPA AU: San Bernardino COE
 SELPA ID: 36-TT00

Fiscal Year: 2021-22
 Period: Annual

CDS Code: 36 10363

Education Code sections 56836.168 and 56836.173

Funding Rates

Foster Youth Rate	A-1	\$	1,509.00
Short-Term Residential Therapeutic Program (STRTP) Rate	A-2	\$	14,603.00
Community Care Rate	A-3	\$	3,358.00
Intermediate Care Rate	A-4	\$	12,668.00
Skilled Nursing Rate	A-5	\$	26,874.00

Data Category

Foster Youth Cumulative Enrollment	B-1		0
STRTP Average Daily Population	B-2		0
Community Care Pupil Counts	B-3		0
Intermediate Care Pupil Counts	B-4		0
Skilled Nursing Pupil Counts	B-5		0

Funding Calculation

Foster Youth Funding (A-1 * B-1)	C-1	\$	-
STRTP Funding (A-2 * B-2)	C-2	\$	-
Community Care Funding (A-3 * B-3)	C-3	\$	-
Intermediate Care Funding (A-4 * B-4)	C-4	\$	-
Skilled Nursing Funding (A-5 * B-5)	C-5	\$	-

Summary Total

Out-of-Home Care Funding (Sum of C-1 through C-5)	D-1	\$	-
Proration Factor	D-2		1.0000000000
Statewide Out-of-Home Care Funding (Sum of D-1 for all SELPAs)	D-3	\$	0
Percentage of Out-of-Home Care Funding (D-1/D-3)	D-4		1.0000000000
Saving Remains in Program to be Allocated	D-5	\$	0
Proportional Share of Saving (If D-5 = 0, 0, else D-4 * D-5)	D-6	\$	0
Total Out-of-Care Funding (If D-6 = 0, then D-1 * D-2, else D-1 + D-6)	D-7	\$	0



2021-22 OUT-OF-HOME CARE (OOHC)

		Foster Youth		Skilled Nursing		Intermediate Care		Community Care		Short Term Residential Therapeutic Programs		PROJECTED FUNDING	
CD_Code	DATA POINT/SOURCE	CALPADS (Report 5.7)		CCR, ICR, Skilled Nursing Facility, and Group Home address links									End of Fiscal Year (ccl.dss.ca.gov)
	DISTRICT	Count	Funding	Count	Funding	Count	Funding	Count	Funding	Count	Funding		
36-67686	COLTON	120	\$ 181,080.00	0	\$ -	0	\$ -	2	\$ 6,716.00	9	\$ 131,427.00		\$ 319,223.00
36-67843	REDLANDS	91	\$ 137,319.00	17	\$ 456,858.00	13	\$ 164,684.00	0	\$ -	18	\$ 262,854.00	\$ 1,021,715.00	
36-67850	RIALTO	197	\$ 297,273.00	0	\$ -	0	\$ -	4	\$ 13,432.00	0	\$ -	\$ 310,705.00	
36-37868	RIM OF THE WORLD	13	\$ 19,617.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 19,617.00	
36-67959	YUCAIPA	56	\$ 84,504.00	0	\$ -	0	\$ -	0	\$ -	48	\$ 700,944.00	\$ 785,448.00	
TOTALS	EAST VALLEY SELPA	477	\$ 719,793.00	17	\$ 456,858.00	13	\$ 164,684.00	6	\$ 20,148.00	75	\$ 1,095,225.00	\$ 2,456,708.00	

Projected Variance from PY Funding \$ (1,379,498.00)

~FY 2022-23 rates will also receive the approved cost-of-living adjustment (6.56%)

Data Element	2022-23 Rate
1 All Foster Youth	\$1,608
2 Short Term Residential Therapeutic Program	\$15,561
3 Community Care Facilities	\$3,578
4 Intermediate Care Facilities	\$13,499
5 Skilled Nursing Facilities	\$28,637

4.3 EV SELPA 2021-2022 Fiscal Reporting Calendar



2021-22 FISCAL REPORTING CALENDAR

JULY 2021

- 7/06/21** SELPA to turn in Personnel Data Report to CDE for SELPA Consortium – DONE
- 7/09/21** Districts to provide SELPA June PARs and PYR for TPP - DONE
- 7/15/21** SELPA to provide Q4 (20/21) NPS Reimbursement Transfer for invoices received-to-date to districts at Steering/Finance meeting
- 7/15/21** SELPA to present AB 602 June 2021 CDE Certification and updated REX
- 7/16/21** Districts to provide signed Grant Expenditure Report #3 (Apr 1 – Jun 30 PY) expenditure reports to SELPA if Final hasn't been submitted.
- 7/16/21** SELPA to receive entire application packet for 21/22 Spec Ed ADR grant to be submitted before Aug 9
- 7/30/21** Districts to provide PDF copy of completed and submitted Personnel Data Report to SELPA - DONE
- 7/30/21** SELPA finalize closing of FY 20/21
- 7/30/21** SELPA to submit May and June 2021 TPP Service and Certified Invoices to DOR

AUGUST 2021

- 8/16/21** Districts to provide SELPA August PARs and PYR for TPP
- 8/16/21** Districts to provide UA DAT file to SELPA for MOE tests
- 8/20/21** Districts to provide SELPA July PARs and PYR for TPP
- 8/31/21** SELPA to send preliminary MOE to district's fiscal staff via e-mail
- 8/31/21** Learning Recovery and Alternate Dispute Resolution (ADR) COVID Funds Allocations – General Fund (GF)

SEPTEMBER 2021

- 9/16/21** SELPA to present preliminary SEMA and SEMB MOE results, SYT, and Excess Cost Calculation worksheets at Steering/Finance meeting
- 9/16/21** SBCSS to present PY (20/21) fee-for-service Budget to Actuals, Year-end actuals and return of funds at Steering/Finance.
EV SELPA to present PY (20/21) Occupational Therapy Regional/ Proportionate Share Program return of funds at Steering/Finance
- 9/16/21** SELPA to present PY (20/21) adjusted 4th Quarter NPS reimbursement transfers and Fiscal Year total costs at Steering/Finance
- 9/17/21** Districts to provide SELPA August PARs and PYR for TPP
- 9/30/21** SELPA to submit July TPP Service and Certified Invoices to DOR
- 9/30/21** Learning Recovery and Alternate Dispute Resolution (ADR) COVID Funds Allocations to Districts

OCTOBER 2021

- 10/01/21** SELPA to begin working on 1st Interim budget revisions. Districts provide SELPA with CY (21/22) P-1 ADA estimates & changes to PY ADA (if any) by Oct 15 for First Interim reporting and Projections
- 10/01/21** Alternate Dispute Resolution and Learning Recovery Funds Plans due to CDE – Submitted
- 10/07/21** SELPA to present Final SEMA, SEMB, SYT, Excess Cost Reports at Steering/Finance due to CDE 11/15/21
- 10/07/21** SELPA to submit PY (20/21) Annual Infant Funding Report to SBCSS – Done
- 10/15/21** Districts to provide Grant Exp Report 4 or Final (July 1 – September 30 CY) to SELPA if applicable
- 10/18/21** SELPA to submit Extraordinary Cost Pool (ECP) program claim to SBCSS for CDE submission - Done
- 10/18/21** Districts to provide SELPA September PARs and PYR for TPP
- 10/29/21** Deadline for SELPA/SBCSS to submit CY (21/22) Part C Early Start Application to CDE
- 10/29/21** Deadline for SELPA/SBCSS to submit PY (20/21) Extraordinary Cost Pool claim to CDE – funded at Annual - Done

Subject to change, updated as needed.

Updated 6/6/22



2021-22 FISCAL REPORTING CALENDAR

10/29/21 SELPA to submit Aug. TPP Service and Certified Invoices to DOR

NOVEMBER 2021

11/02/21 SELPA to submit Infant Waiver Request to CDE if applicable
11/10/21 SELPA to present CY (21/22) 1st Interim EV SELPA Budgets at Steering/Finance
11/10/21 SELPA to present CY (21/22) 1st Quarter NPS reimbursement transfer for invoices at Steering/Finance
11/10/21 SELPA to present Schedule REX (21/22 projections) at Steering/Finance
11/12/21 Districts to verify Fall 1 count for SBCSS Fee-for-Service
11/15/21 SELPA to submit Maintenance of Effort SEMA 20/21 Unaudited Actuals vs. 19/20 Actuals to CDE
11/15/21 SELPA to submit Maintenance of Effort SEMB 20/21 Unaudited Actuals vs. 21/22 Budget to CDE
11/15/21 SELPA to submit Excess Cost Calculation(s) to CDE
11/15/21 SELPA to submit Maintenance of Effort Subsequent Year Tracking Worksheets to CDE
11/15/21 SELPA to submit Table 8 due to CDE
11/19/21 SBCSS FFS Fall count verification due to SELPA from District Spec Ed Directors
11/22/21 Districts to provide Oct PARs and PYR for TPP to SELPA
11/30/21 SELPA/IBS to submit Part C Grant Application Package to CDE
11/30/21 SELPA to submit Medi-Cal Program 2021-22 LEA BOP Annual report to DHCS
11/30/21 SELPA to submit Tri-party DUA to DHCS
11/30/21 SELPA to submit September TPP Service and Certified Invoices to DOR

DECEMBER 2021

12/10/21 Districts to provide November PARs and PYR for TPP to SELPA
12/10/21 ***Districts to provide SELPA DAT file for SEMAI (1st Interim) for MOE monitoring due to BAS 12/15/21***
12/20/21 SELPA to provide CY (21/22) Fall Count for SBCSS Fee-for-service Students to SBCSS
12/31/21 SELPA to submit October TPP Service and Certified Invoices to DOR

JANUARY 2022

1/05/22 SELPA to provide NPS P-1 ADA to Districts ***District deadline to BAS TBD
1/14/22 SELPA to submit to SBCSS Infant Funding Report for P-1, to CDE January 31
1/14/22 Districts to provide Grant Expenditure Report # 1 (Jul 1 – Dec 31) to SELPA for CY (21/22)
1/28/22 SELPA to submit November TPP Service and Certified Invoices to DOR
1/31/22 Districts to provide December PARs and PYR for TPP to SELPA

FEBRUARY 2022

2/10/22 SBCSS to present EV Ops FFS Budget - 2nd Interim update
2/10/22 SELPA to present 21-22 2nd Interim EV SELPA Budgets
2/10/22 ***SELPA to present SEMAI 1st Interim MOE summary report/MOE monitoring and preparation***
2/10/22 SELPA to present CY (21/22) 2nd Quarter NPS reimbursement transfer for invoices paid thru Dec 2021 at Steering/Finance
2/11/22 Districts to provide January PARs and PYR for TPP to SELPA
2/11/22 Districts to provide SELPA with CY 21/22 P-2 estimates
2/25/22 SELPA to provide Budget Development documents for FY 22/23 to AU, SBCSS-Internal Business Services
2/28/22 SELPA to submit December TPP Service and Certified Invoices to DOR
TBD SELPA to prepare February certifications for CY (21/22) and PY (20/21, 19/20) AB602 Funding Allocation

Subject to change, updated as needed.

Updated 6/6/22



2021-22 FISCAL REPORTING CALENDAR

MARCH 2022

- 3/10/22** SELPA to present CY (21/22) Fall Regional services Proportionate Share Costs as of 2nd Interim related to OT, MH & PT at Steering/Finance
- 3/11/22** **Districts to provide SELPA DAT file for SEMAI (2nd Interim) for MOE monitoring due to BAS 3/17/22**
- 3/18/22** Districts to provide February PARs and PYR for TPP to SELPA
- 3/25/22** SELPA to send PY (20/21 Annual, 19/20 Annual 2) AB602 allocations based on February Certifications to districts by e-mail
- 3/25/22** SELPA to send the CY (21/22) AB602 Certifications based on P-1 State Funding Exhibit to districts by e-mail
- 3/30/22** **Districts to submit Supporting Inclusive Practices grant quarterly reports**
- 3/30/22** **Districts to submit Learning Recovery fund quarterly reports**
- 3/30/22** **Districts to submit Alternate Dispute Resolution fund quarterly reports**
- 3/31/22** SELPA to submit January TPP Service and Certified Invoices to DOR

APRIL 2022

- 4/07/22** SBCSS to present EV County Operated Spec Education FFS budget and Proposed rates for FY 22/23 at Steering/Finance
- 4/07/22** SBCSS to present Student Services Counseling Center – Intensive Therapeutic Services rate for FY 22/23
- 4/07/22** **SELPA to present SEMAI 2nd Interim MOE summary report**
- 4/08/22** Directors to confirm county-served students Spring count for FFS
- 4/13/22** SELPA to present 22/23 Operating Budget to Board Budget Ad Hoc
- 4/15/22** Districts to provide March PARs and PYR for TPP to SELPA
- 4/15/22** SELPA to submit 2019-20 CRCS to DHCS for Medi-CAL - submitted
- 4/18/22** **SELPA to provide P-2 NPS ADA to districts *District deadline to BAS April 25th**
- 4/19/22** SELPA to submit P-2 Infant Funding Report to SBCSS, due to CDE May 1
- 4/21/22** **Districts to provide Grant Expenditure Report #2 (Jan 1 – Mar 31) or Final to SELPA for CY (21/22)**
- 4/22/22** Districts to complete final requests for Low Incidence materials and equipment purchases for FY 21/22
- 4/26/22** **SELPA to send districts Low Incidence Inventory Report for review**
- 4/29/22** SELPA to submit February TPP Service and Certified Invoices to DOR

MAY 2022

- 5/6/22** **Districts to return Low Incidence Inventory verification report to SELPA (Elizabeth Coronel)**
- 5/12/22** SELPA to present 3rd Quarter NPS reimbursement transfer for invoices paid at Steering/Finance
- 5/12/22** SELPA to present FY 22/23 Proposed EV SELPA Operating Budgets at Steering/Finance
- 5/12/22** SELPA to present 22/23 Annual Budget and Service Plans at Steering/Finance
- 5/12/22** SELPA to present final FY 22/23 EV County Operated Spec Education FFS average count/fees and Proportionate Share Programs student counts/costs
- 5/13/22** Districts to provide April PARs and PYR for TPP to SELPA
- 5/25/22** SELPA to present to Board of Directors EV SELPA FY 22/23 Operating Budgets and SBCSS EV County Operated Spec Education FFS FY 22/23 rates
- 5/31/22** **Districts must send completed Personnel Data report submitted through CDE software to SELPA**
- 5/31/22** SELPA to submit March TPP Service and Certified Invoices to DOR

Subject to change, updated as needed.

Updated 6/6/22



2021-22 FISCAL REPORTING CALENDAR

JUNE 2022

- 6/08/22** - SELPA to review PDR data submitted by districts with CDE before final submission.
- 6/09/22** - SELPA to present FY 22/23 Schedule REX based on Governor's May Revise
- 6/09/22** - SELPA To present Out-of-Home Care New Funding Methodology
- 6/10/22** Districts to provide May PARs and PYR for TPP to SELPA
- 6/30/22** - SELPA to submit April TPP Service and Certified Invoices to DOR
- 6/30/22** - SELPA certification for Personnel Data report due to CDE
- 6/30/22** - **Districts to submit Supporting Inclusive Practices grant quarterly report**
- 6/30/22** - **Districts to submit Learning Recovery fund quarterly reports**
- 6/30/22** - **Districts to submit Alternate Dispute Resolution fund quarterly reports**
- TBD** - SELPA to finalize AB602 CDE Certifications for CY (21/22) and PY (20/21, 19/20)
- **Districts prepare Exp 3 or FINAL expenditure reports for submission in mid-July 2022**

4.4 EV SELPA 2022-2023 Fiscal Reporting Calendar



FY 2022-23 FISCAL REPORTING CALENDAR

JULY 2022

- 7/08/22** Districts to provide SELPA June PARs and PYR for TPP - DONE
- 7/14/22** SELPA to provide Q4 (21/22) NPS Reimbursement Transfer for invoices received-to-date to districts at Steering/Finance meeting
- 7/14/22** SELPA to present AB 602 June 2022 P-2 CDE Certification and updated Schedule REX with district accruals if available
- 7/15/22** Districts to provide signed Grant/Fund Expenditure Report #3 (Apr 1 – Jun 30 PY) or FINAL expenditure reports to SELPA if Final hasn't been submitted.
- 7/31/22** SELPA finalize closing of FY 21/22 books
- 7/31/22** SELPA to submit May and June 2022 TPP Service and Certified Invoices to DOR

AUGUST 2022

- 8/15/22** Districts to provide SELPA July PARs and PYR for TPP
- 8/15/22** Districts to provide UA DAT file to SELPA for MOE tests
- 8/31/22** SELPA to send preliminary MOE to district's fiscal staff via e-mail

SEPTEMBER 2022

- 9/15/22** EV SELPA to present preliminary SEMA and SEMB MOE results, SYT, and Excess Cost Calculation worksheets at Steering/Finance meeting
- 9/15/22** SBCSS to present PY (21/22) fee-for-service Budget to Actuals, Year-end actuals and return of funds (if appropriate) at Steering/Finance.
- 9/15/22** EV SELPA to present PY (21/22) Occupational Therapy Regional/ Proportionate Share Program return of funds (if appropriate) at Steering/Finance
- 9/15/22** EV SELPA to present PY (21/22) adjusted 4th Quarter NPS reimbursement transfers and Fiscal Year total costs at Steering/Finance
- 9/16/22** Districts to provide SELPA August PARs and PYR for TPP
- 9/30/22** SELPA to submit July TPP Service and Certified Invoices to DOR
- 9/30/22** Districts to submit DPR & LR funds expenditure reports (through 9/30/22)

OCTOBER 2022

- 10/03/22** SELPA to begin working on 1st Interim budget revisions. Districts to provide SELPA with CY (22/23) P-1 ADA estimates & changes to PY ADA (if any) by Oct 14 for First Interim reporting and Projections
- 10/13/22** SELPA to present Final SEMA, SEMB, SYT, Excess Cost Reports at Steering/Finance due to CDE 11/15/22
- 10/13/22** SELPA to submit PY (21) Annual Infant Funding Report to SBCSS
- 10/14/22** Districts to provide Grant Exp Report 4 or Final (July 1 – September 30 CY) to SELPA if applicable
- 10/17/22** SELPA to submit Extraordinary Cost Pool (ECP) program claim to SBCSS for CDE submission
- 10/17/22** Districts to provide SELPA September PARs and PYR for TPP
- 10/28/22** Deadline for SELPA/SBCSS to submit CY (22/23) Part C Early Start Application to CDE
- 10/28/22** Deadline for SELPA/SBCSS to submit PY (21/22) Extraordinary Cost Pool claim to CDE – funded at Annual - Done
- 10/28/22** SELPA to submit Aug TPP Service and Certified Invoices to DOR

Subject to change, updated as needed.



FY 2022-23 FISCAL REPORTING CALENDAR

NOVEMBER 2022

- 11/01/22 SELPA to submit Infant Waiver Request to CDE if applicable
- 11/10/22 SELPA to present CY (22/23) 1st Interim EV SELPA Budgets at Steering/Finance
- 11/10/22 SELPA to present CY (22/23) 1st Quarter NPS reimbursement transfer for paid invoices at Steering/Finance
- 11/10/22 SELPA to present Schedule REX (22/23) 1st Interim projections at Steering/Finance
- 11/10/22 SELPA to provide Districts Fall 1 count for SBCSS Fee-for-Service for verification
- 11/18/22 SELPA to submit Maintenance of Effort SEMA 21/22 Unaudited Actuals vs. 20/21 Actuals to CDE
- 11/18/22 SELPA to submit Maintenance of Effort SEMB 21/22 Unaudited Actuals vs. 22/23 Budget to CDE
- 11/18/22 SELPA to submit Excess Cost Calculation(s) to CDE
- 11/18/22 SELPA to submit Maintenance of Effort Subsequent Year Tracking Worksheets to CDE
- 11/18/22 SELPA to submit Table 8 due to CDE
- 11/18/22 Districts to provide Oct PARs and PYR for TPP to SELPA
- 11/28/22 SBCSS FFS Fall 1 count signed verification forms due to SELPA from District Spec Ed Directors
- 11/30/22 SELPA/IBS to submit Part C Grant Application Package to CDE
- 11/30/22 SELPA to submit Medi-Cal Program 2022-23 LEA BOP Annual report to DHCS
- 11/30/22 SELPA to submit September TPP Service and Certified Invoices to DOR

DECEMBER 2022

- 12/09/22 Districts to provide November PARs and PYR for TPP to SELPA
- 12/12/22 ***Districts to provide SELPA DAT file for SEMAI (1st Interim) for MOE monitoring due to BAS *12/15/22***
- 12/19/22 SELPA to provide CY (22/23) Fall Count for SBCSS Fee-for-service Students to SBCSS
- 12/30/22 SELPA to submit October TPP Service and Certified Invoices to DOR
- 12/30/22 Districts to submit DPR & LR funds expenditure reports

JANUARY 2023

- 1/05/23 SELPA to provide NPS P-1 ADA to Districts ***District deadline to BAS 1/9/23
- 1/13/23 SELPA to submit to SBCSS Infant Funding Report for P-1, to CDE January 31
- 1/16/23 **Districts to provide Grant/Fund Expenditure Reports # 1 (Jul 1 – Dec 31) to SELPA for CY (22/23) or report # 5 (PY 21/22) if applicable**
- 1/16/23 Districts to provide December PARs and PYR for TPP to SELPA
- 1/30/23 SELPA to submit November TPP Service and Certified Invoices to DOR

FEBRUARY 2023

- 2/09/23 SBCSS to present EV Ops FFS Budget - 2nd Interim update
- 2/09/23 SELPA to present 22-23 EV SELPA 2nd Interim update
- 2/09/23 ***SELPA to present SEMAI 1st Interim MOE summary report/MOE monitoring and preparation***
- 2/09/23 SELPA to present CY (22/23) 2nd Quarter NPS reimbursement transfer for invoices paid thru Dec 2022 at Steering/Finance
- 2/10/23 Districts to provide January PARs and PYR for TPP to SELPA
- 2/10/23 Districts to provide SELPA with CY 22/23 P-2 estimates
- 2/28/23 SELPA to provide Budget Development documents for FY 23/24 to AU, SBCSS-Internal Business Services
- 2/28/23 SELPA to submit December TPP Service and Certified Invoices to DOR

Subject to change, updated as needed.



FY 2022-23 FISCAL REPORTING CALENDAR

TBD SELPA to prepare February certifications for CY (22/23) and PY (21/22, 20/21) AB602 Funding Allocation including the OHC funding recertification using the new funding model – data and rates.

MARCH 2023

3/09/23 SELPA to present CY (22/23) Regional services Proportionate Share Costs as of 2nd Interim related to OT, MH & PT at Steering/Finance

3/10/23 Districts to provide SELPA DAT file for SEMAI (2nd Interim) for MOE monitoring due to BAS 3/15/23

3/17/23 SELPA to provide Districts Spring (March 1) count for SBCSS Fee-for-Service for verification

3/17/23 Districts to provide February PARs and PYR for TPP to SELPA

3/24/23 SELPA to send (22/23 P-1, 21/22 Annual, 20/21 Annual 2) AB602 allocations based on February Certifications to districts by e-mail

3/30/23 **Districts to submit Supporting Inclusive Practices grant quarterly reports**

3/30/23 **Districts to submit Learning Recovery fund quarterly reports**

3/30/23 **Districts to submit Alternate Dispute Resolution fund quarterly reports**

3/31/23 SELPA to submit January TPP Service and Certified Invoices to DOR

APRIL 2023

4/03/23 SBCSS FFS Spring (March1) count signed verification forms due to SELPA from District Spec Ed Directors

4/13/23 SBCSS to present EV County Operated Spec Education FFS budget and Proposed rates for FY 23/24 at Steering/Finance

4/13/23 SBCSS to present Student Services Counseling Center – Intensive Therapeutic Services rate for FY 23/24

4/13/23 SELPA to send SEMAI 2nd Interim MOE summary report to districts

4/14/23 SELPA to provide P-2 NPS ADA to districts *District deadline to BAS April 21st

TBD SELPA to present 23/24 Operating Budget to Board Budget Ad Hoc

4/17/23 Districts to provide March PARs and PYR for TPP to SELPA

4/17/23 SELPA to submit P-2 Infant Funding Report to SBCSS, due to CDE TBD

4/17/23 Districts to provide Grant Expenditure Report #2 (Jan 1 – Mar 31) or Final to SELPA for CY (22/23)

4/21/23 Districts to complete final requests for Low Incidence materials and equipment purchases for FY 22/23

4/28/23 SELPA to submit February TPP Service and Certified Invoices to DOR

TBD SELPA to send districts Low Incidence Inventory Report for review

MAY 2023

TBD Districts to return Low Incidence Inventory verification report to SELPA (Elizabeth Coronel)

5/11/23 SELPA to present 3rd Quarter NPS reimbursement transfer for invoices paid at Steering/Finance

5/11/23 SELPA to present FY 23/24 Proposed EV SELPA Operating Budgets at Steering/Finance

5/11/23 SELPA to present 23/24 Annual Budget and Service Plans at Steering/Finance

5/11/23 SELPA to present final FY 22/23 EV County Operated Spec Education FFS average count/fees and Proportionate Share Programs student counts/costs

5/12/23 Districts to provide April PARs and PYR for TPP to SELPA

5/24/23 SELPA to present to Board of Directors EV SELPA FY 23/24 Operating Budgets and SBCSS EV County Operated Spec Education FFS FY 23/24 rates

TBD Districts must send completed Personnel Data report submitted through CDE software to SELPA

5/31/23 SELPA to submit March TPP Service and Certified Invoices to DOR

Subject to change, updated as needed.



FY 2022-23 FISCAL REPORTING CALENDAR

JUNE 2023

- 6/08/23** - SELPA to present FY 23/24 Schedule REX Projections based on Governor's May Revise
- 6/12/23** - Districts to provide May PARs and PYR for TPP to SELPA
- 6/30/23** - SELPA to submit April TPP Service and Certified Invoices to DOR
- 6/30/23** - SELPA certification for Personnel Data report due to CDE
- 6/30/23** - **Districts to submit Supporting Inclusive Practices grant expenditure report**
- 6/30/23** - **Districts to submit Learning Recovery fund expenditure report**
- 6/30/23** - **Districts to submit Alternate Dispute Resolution fund expenditure report**
- TBD** - SELPA to finalize AB602 CDE Certifications for CY (22/23) and PY (20/21, 19/20)
- ***Districts prepare Exp 3 or FINAL expenditure reports for submission in mid-July 2022***

PROGRAM ITEMS

4.5 2022-23 EV SELPA NPS Master Contract



NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

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

MASTER CONTRACT

GENERAL CONTRACT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

AGENCY _____

Contract Year _____

2022-2023

- ☐ 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, 2022, 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 Contract does not commit the 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 Program (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 and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement 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 NPS placement or NPS/A services 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 NPS/A. All NPS/A 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 NPS/A 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 Contract 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 room and board 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 Contract 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, 2022 to June 30, 2023 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (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 ISA 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 the application packet is not completed and returned to the SELPA, no Master Contract will be issued.

If CONTRACTOR does not return the Master Contract to SELPA duly signed by an authorized representative within ninety (90) calendar days of issuance by SELPA, the new contract rates will not take effect until the newly executed Master Contract is received by SELPA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract including all required documents within ninety (90) calendar days of issuance by SELPA, 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 section 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 Contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA 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 or by written agreement between the parent and district. 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 NPS/A.

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
Authorized LEA Representative	Means an LEA administrator assigned by the LEA special education department administrator or administrative designee designated to be responsible for NPS/As. 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 section 46307 in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
CAASPP	California Assessment of Student Performance and Progress
CDE	California Department of Education
Contract	Also means Master Contract and is referred to as such in this document
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 (CTC), 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/Aide
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	<p>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).</p>
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. A biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, b. A guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, c. 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, d. A surrogate parent, e. 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 NPS/A 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 sections 200.56 and 200.58, and those requirements set forth in CCR sections 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 section 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 SELPA shall be addressed to the person and address as indicated below and on the signature page of this 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:		Chief Administrative Officer, 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; behavior emergency reports (BERs); incident reports; notification of injuries; 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 NPS/A 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; evidence of electronic payments, 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student's records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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, BERs, incident reports, notification of injuries and all other relevant 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 Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract 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 ISA 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 **no less than 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, SELPA 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 SELPA. In consideration of this payment, CONTRACTOR waives all right to any further payment or damage and shall turn over to SELPA

all documents pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, 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 Contract 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 Contract, 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 Contract, 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 NPS 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 Contract, 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 thereof, 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 Contract 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 Contract 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 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 Contract, 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, the 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 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 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 NPA, 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)

The 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 special education and/or related services (including transition services) to each student within the NPS/A 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 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 NPS. 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 NPS/A 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 NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 an LEA, that contracts with the NPS: (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 9 through 12 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 including the Transition Services page. 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.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with SELPA, LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA 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 (LCI), all services not provided in the school setting require the presence of a parent, guardian, or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to the 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 NPA, 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 NPS, 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 passing 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 NPA 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 NPS, 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 NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the SELPA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS, 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team 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, in-person, 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 NPS 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 NPA, 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 NPA 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 NPS and agencies shall utilize the SELPA-adopted electronic web-based IEP system (EVSELPA WebIEP) for all IEP development 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 disenrolls from the NPS, the NPS shall discontinue use of the web-based IEP system for that student.

Using forms developed by the CDE 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 of whether it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 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 titled “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 NPS, 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”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training 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, data collection, 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 sections 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 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 sections 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 BER form be completed and submitted to the LEA and SELPA 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 BER, 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, in collaboration with the 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.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

Restraint and Seclusion

CONTRACTOR will adhere to California Education Code sections 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 section 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 section 49005.4).

Definitions, as provided in EC section 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 section 49005.1(a))
- b. Mechanical restraint is "the use of a device or equipment to restrict a pupil's freedom of movement." (EC section 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 section 49005.1 (f)(1))
- d. Prone restraint "means the application of a behavioral restraint on a pupil in a facedown position." (EC section 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 section 49005.1(i))

Prohibitions (EC section 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 section 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 Contract, 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 BIP, 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 CDE 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 section 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 Education Code sections 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 NPS; 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 section 56366 (a) (2) (B) (i) and (ii)) and pursuant to CA EC section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. **It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.**

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the SELPA (EVSELPA WebIEP) for all IEP planning and progress reporting. The SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student disenrolls from the NP/A, the NPS/A 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 section 42238.01(b). When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA 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 or /Individual 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	Semesters	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	850 E Washington	Colton, CA	92324
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/posttests, 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 NPA 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 NPS, 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 (EV-94)**. 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 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 consistent with LEA Procedures.

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 ensure 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. All problems and/or concerns reported to parents/adult caregiver, 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 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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a 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., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS 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 NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS, 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 NPS, 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 each 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 IEP, a review of progress the pupil is making toward the goals set forth in the pupil's BIP, 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 SELPA does not have any pupils enrolled at the school at the time of placement.

As a component of the CONTRACTOR's annual application for certification renewal with CDE, the NPS/A will provide documentation of annual Behavior Training of staff who will have contact or interaction with pupils during the school day in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A's pupil population. The training shall be provided within 30 days of employment to new staff and annually to all staff. (EC section 56366.1(4)(A)(i) – (D)(i)) SELPA will provide annual notification of its documentation requirements related to providing verification of behavior training to CONTRACTOR.

The behavior training shall be selected and conducted by the NPS/A and shall satisfy all of the following conditions (EC section 56366.1 (4)(B)):

(A) Be conducted by persons licensed or certified in fields related to the evidence-based practices and interventions being taught.

(B) Be taught in a manner consistent with the development and implementation of IEPs.

(C) Be consistent with the requirements of Article 5.2 (commencing with section 49005) of Chapter 6 of Part 27, relating to pupil discipline.

The content of the behavior training shall include, but is not limited to, all of the following (EC section 56366.1 (4)(C)):

(A) Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.

(B) How to understand and address challenging behaviors, including evidence-based strategies for preventing those behaviors.

(C) Evidence-based interventions for reducing and replacing challenging behaviors, including de-escalation techniques.

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 within the instructional and other school-site settings, 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 or 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 NPS, 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 NPS. 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 NPS/A. 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(r), 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 NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following:

- (A) An administrative credential granted by an accredited postsecondary education institution and two years of experience with pupils with disabilities.
- (B) A pupil personnel services credential that authorizes school counseling or psychology.
- (C) A license as a clinical social worker issued by the Board of Behavioral Sciences.
- (D) A license in psychology regulated by the Board of Psychology.
- (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation.
- (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator.
- (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences.
- (H) A license as an educational psychologist issued by the Board of Behavioral Sciences.
- (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences (California Education Code section 56366.1 (a)(5)).

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 NPS and CONTRACTOR's service provider is absent, CONTRACTOR shall provide an appropriately qualified (as defined in section 7 of this Contract 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 NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for 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 NPS/A 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 NPS/A 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.*, and 49406 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 NPS, 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 ensuring 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, 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* section 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 NPS/As must notify the CDE using the following email template:

To: NPSA@cde.ca.gov

From: (insert name of NPS/A)

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 section 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 nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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.

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/A 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 of 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 portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;
- d) The amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;
- e) The proportionate amount of the invoice related to the applicable pupil for the time period from the date 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, 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: The SELPA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs

and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA student's public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

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 Contract 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.

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 Contract 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. 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 an LEA or nonpublic school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, 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- In the event of a nonpublic school closure for the reasons set forth in Education code section 41422, 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 CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS school closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR'S school closure. Should the LEA and NPS remain 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 effect 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 Contract.

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 NPS/A 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 Contract 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 Contract 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 sections 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this Contract, 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 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

SELPA

	East Valley Special Education Local Plan Area
Nonpublic School/Agency	SELPA
Signature: NPS/NPA Contracting Officer	Signature: SELPA Authorized Representative Patty Metheny, Ed.D., Chief Administrative Officer
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:		Chief Administrative Officer, 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

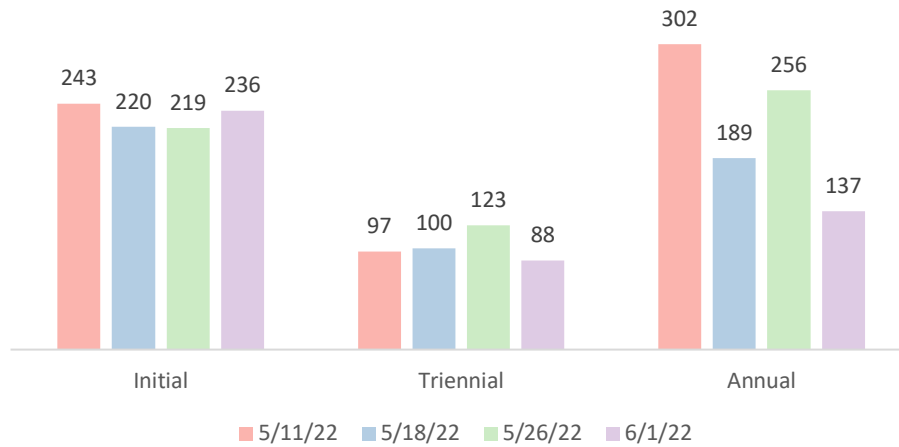
4.6 EV SELPA Private School Individual Service Plan Services

4.7 EV SELPA IEP Implementation Module

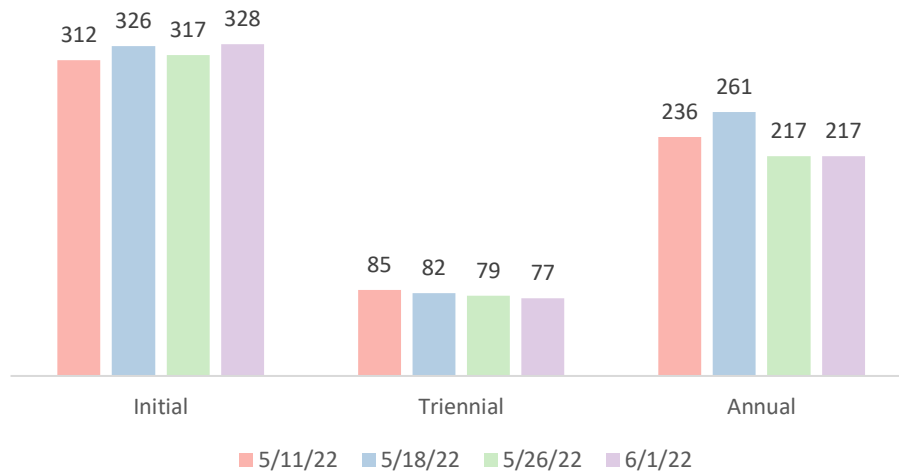
4.8 CDE Monitoring

EV SELPA IEP Compliance Monitoring

Colton Late IEPs as of 6.1.22

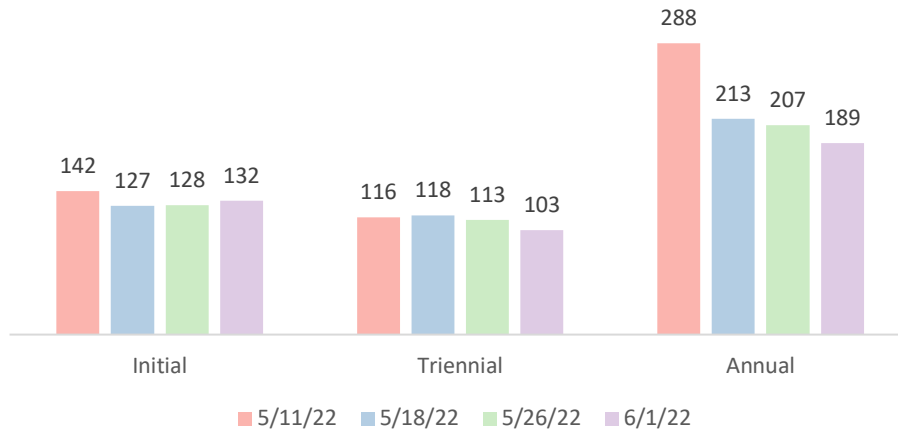


Redlands Late IEPs as of 6.1.22

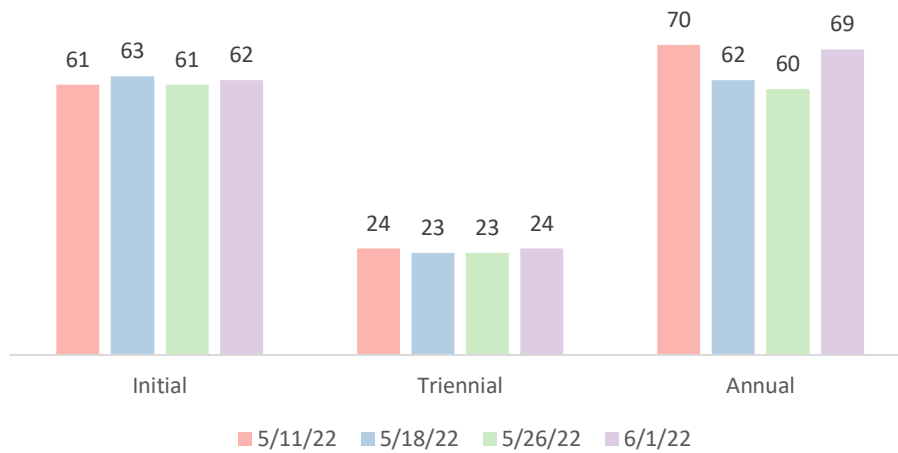


EV SELPA IEP Compliance Monitoring

Rialto Late IEPs as of 6.1.22

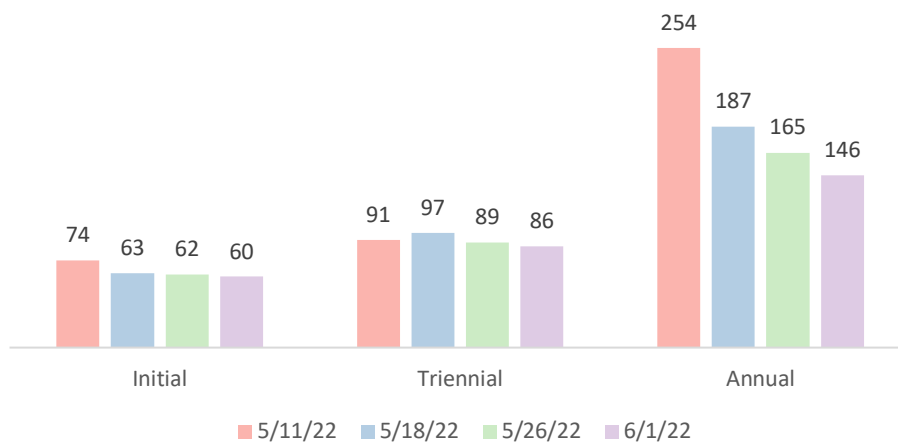


Rim Late IEPs as of 6.1.22

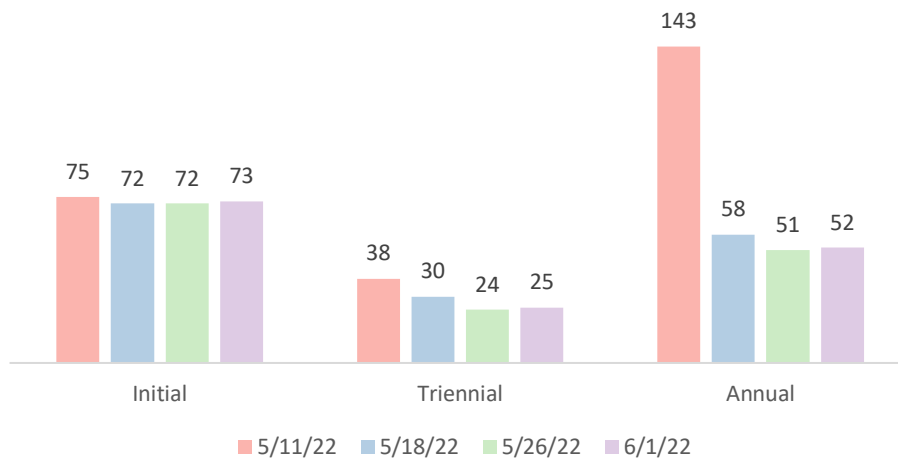


EV SELPA IEP Compliance Monitoring

SBCSS Late IEPs as of 6.1.22



Yucaipa Late IEPs as of 6.1.22



EV-9I NPS Annual Monitoring

as of 6.7.22

District	Completed	Remaining	Notes
Colton	7	14	3 students at BFA – unable to complete
Redlands	15	2	2 students “on hold?”
Rialto	11	1	Student is not in a placement?
Rim	5	1	1 student was new to BFA, unable to complete
Yucaipa	11	0	
SELPA Residential	8	2	Observations complete – awaiting forms
Total	57	20	74% Complete

4.9 CALPADS/Student Data

4.10 Distributive Bargaining Professional Development – July 14



NEGOTIATION SKILLS:

**A BALANCED APPROACH
TO BARGAINING AND
RELATIONSHIPS**

***Facilitator:*
David Dowling, JD, MDR**

Special Education Directors and Coordinators

**Please Join This In-person Training
To Learn Negotiation Skills That Balance The Need For Bargaining
While Maintaining And Building Relationships**

Thursday
July 14, 2022

1:00 - 4:00 pm

Dorothy Inghram Learning Center
670 East Carnegie Drive, San Bernardino, CA 92408

Register Online:
<https://sbcss.k12oms.org/46-215192>
Password: EVSELPA

4.11 EV SELPA Virtual Parent-Educator Event



Parents & Educators — In It Together: Walking the IEP Journey as Partners

The East Valley SELPA is hosting a two-day, virtual event for parents and educators focused on enhancing the long-term relationship we share and promoting success for children with disabilities. Join us to learn about the IEP journey as we hear from experts in the field addressing how to build skills to support one another, build trust, and center positive relationships on student needs. There will be opportunities for live interactions with experts as well as invaluable resources available.

**** There is no Cost Associated with this Event ****

Friday & Saturday
September 16 & 17, 2022
9:30 am—12:00 noon

Register Online:
<https://sbcss.k12oms.org/46-217256>



4.12 SBCSS East Valley Operations

4.13 Hot Topics

OTHER

5.1 2022-2023 EV SELPA Steering Committee Meetings

2022/2023
East Valley SELPA
Steering/Finance Committee Meeting Schedule

All meetings 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 14, 2022

AUGUST 2022 – NO MEETING

SEPTEMBER 15, 2022

OCTOBER 13, 2022

NOVEMBER 10, 2022

DECEMBER 8, 2022

JANUARY 2023 – NO MEETING

FEBRUARY 9, 2023

MARCH 9, 2023

APRIL 13, 2023

MAY 11, 2023

JUNE 8, 2023



5.2 2022-2023 EV SELPA Board of Directors Meetings

2022/2023
East Valley SELPA
BOARD OF DIRECTORS MEETING SCHEDULE

September 21, 2022

November 16, 2022

February 22, 2023

March 22, 2023

May 24, 2023

June 7, 2023

All meetings will be held at 2:00 p.m.
at the Dorothy Inghram Learning Center
Conference Room E
670 E. Carnegie Drive,
San Bernardino CA 92408
home of the
EAST VALLEY SELPA
(Unless meetings must be held virtually)



5.3 2022-2023 EV SELPA Community Advisory Committee Meetings

2022/2023
East Valley Special Education Local Plan Area

Community Advisory Committee

Meeting Schedule

All meetings will
begin at 9:30 a.m. & end at 11:30 a.m.
(Determination to meet virtually will be made in advance by the Committee)

SEPTEMBER 19, 2022

NOVEMBER 14, 2022

FEBRUARY 27, 2023

APRIL 24, 2023



5.4 SELPA Administrators of California 2023 ADR Conference – March 16 & 17, 2023



2023 ADR Conference

Save the Date
March 16th & 17th
Riverside Convention Center

POs are not accepted. Checks made out to:
SBCSS
C/O Robin Robbins
670 E. Carnegie Drive
San Bernardino, CA 92408
No refunds, substitutions only

Registration Includes
Parking,
Breakfast and Lunch