

# ***Warner Unified School District***

*P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086  
Phone (760) 782-3517 - FAX (760) 782-9117*



## **BOARD OF TRUSTEES MEETING**

### **REGULAR SESSION**

#### **AGENDA**

#### **TUESDAY**

**February 9, 2021**

**6:00 P.M.**

**LOCATION:** Join Zoom Meeting

<https://zoom.us/j/3046344158?pwd=SlZvT2syEFRpOEh1bUw3YUM2Z1J6QT09>

**Meeting ID:** 304 634 4158

**Passcode:** 2s2gDx

#### **BOARD OF EDUCATION**

**JEANNEAN ROMBAL-PRESIDENT**

**MELISSA KROGH-VICE PRESIDENT**

**MELODY SEES-CLERK**

**PJ STONEBURNER-MEMBER**

**GENE DOXEY-MEMBER**

**STUDENT MEMBER - None**

## Welcome to the Monthly Board of Trustees

### Meeting PUBLIC INPUT

Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to (3) minutes per topic. If you wish to speak, complete a blue card located at the sign-in desk and present it to the Secretary of the Board prior to the start of the meeting. When the Board President invites you to the podium, state your name, address, and organization before making your presentation. By law, complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to the next agenda.

### CONSENT AGENDA

All matters listed under Consent Agenda are those on which the Board has previously deliberated or which can be classified as routine items of business. An administrative recommendation on each item is contained in the agenda supplements. There will be no separate discussion on these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda items.

### CLOSED SESSION

The Board will meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, or real estate negotiations which are timely.

### AMERICANS WITH DISABILITIES ACT

"In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the office of the District Superintendent at (760) 782-3517. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability."

**A. CLOSED SESSION – [With Superintendent at 5pm]**

**B. CALL TO ORDER**

**C. ROLL CALL**

**D. ACCEPTANCE OF CLOSED SESSION AGENDA**

**E. CLOSED SESSION**

1. PERSONNEL MATTERS - The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6. Superintendent Mid-Term/Mid-Year Review.
2. CONFERENCE WITH LABOR NEGOTIATORS(Gov. Code section 54957.6) Represented Employees: CSEA, AWE. Agency Negotiators: David MacLeod and Andrea Sissons.

**F. CONVENE TO OPEN/ REGULAR SESSION [Zoom meeting at 6pm]**

**G. CALL TO ORDER**

**H. ROLL CALL**

**I. FLAG SALUTE**

**J. ACCEPTANCE OF OPEN AGENDA**

**K. REPORT OF ACTION TAKEN IN CLOSED SESSION**

**L. WELCOME-BOARD PRESIDENT**

**M. GENERAL BUSINESS**

**N. PUBLIC HEARINGS - Warner Unified School District Safety Plan**

**O. APPROVAL OF MINUTES**

1. Minutes of Regular Board Meeting, January 12, 2021.
2. Minutes of Special Board Meeting, January 28, 2021.

**P. REPORTS**

1. STUDENT BODY REPRESENTATIVE
2. ASSOCIATION OF WARNER EDUCATORS
3. CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
4. PARENT TEACHER COMMUNITY CLUB
5. SUPERINTENDENT'S REPORT
  - i. RECOGNITION:  
Student(s) : Ember Evers and Wom'ŕi Stoneburner  
Staff : Dobbie Madeyski
  - ii. DISTRICT BRIEFING
  - iii. CHARTERS: CALPAC - Christine Feher
  - iv. INDIAN ADVISORY COMMITTEE
6. BUSINESS MANAGER'S REPORT
7. BOARD REPORT

**Q. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON-AGENDA ITEMS**

Non-agenda items: No individual presentation shall be for more than three (3) minutes, and the total time for this purpose shall not exceed thirty (30) minutes. If you have comments, please submit your request to be heard card prior to this section being discussed. No Governing Board action can be taken on items that are not on the agenda.

**R. SPECIAL PRESENTATION**

**S. ACTION ITEMS**

1. Consider approval of the Single Plan Student Achievement.
2. Consider approval of the Warner Unified School District Safety Plan.
3. Consider approval of ( To Be Announced) as High School Receptionist, pending pre-employment screening.
4. Consider approval of Resolution 2020-2021-004, to Establish an Associate Student Body (ASB) Special Revenue Fund.
5. Consider approval of the Interdistrict Attendance Permit Contract for 2021-2026.
6. Consider approval of HERA Three Year Asbestos Re-Inspection Proposal.
7. Consider approval of the bid from Four Season Tree Company.

**T. CONSENT AGENDA**

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda Items.

1. Commercial Warrants
2. Purchase Orders
3. 2019-2020 San Diego County Nonpublic Master Contract with Verbal Behavior Associates.
4. 2019-2020 Nonpublic Master Contract Appendix B: Agencies for Verbal Behavior Associates.
5. 2020-2021 San Diego County Nonpublic Master Contract with Verbal Behavior Associates.

**U. FIRST READING AND APPROVAL OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.**

**V. INFORMATION ITEMS AND DISCUSSION**

**1. District Enrollment 2020-2021:**

Preschool	August	September	October	November	December
	4	9	9	12	12
January	February	March	April	May	June
12	12				



Class	August	September	October	November	December
Elementary	118	124	118	118	121
Middle School	33	35	35	35	35
High School	58	56	55	57	58
Total	209	215	208	210	214

Class	January	February	March	April	May
Elementary	119	119			
Middle School	35	34			
High School	58	58			
Total	212	211			

Class	June
Elementary	
Middle School	
High School	
Total	

**2. Inter-District Attendance Permits: None**

- i.** New In – 0
- ii.** New Out – 0
- iii.** Renew In – 0
- iv.** Renew out - 0

**3. Williams Complaints: 0**

**4. Activities Calendar: February Calendar**

**W. BOARD COMMUNICATION**

**X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT**

March 9, 2021

# ***Warner Unified School District***

*P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086*

*Phone (760) 782-3517 - FAX (760) 782-9117*



## **Public Hearing Notice**

Posted February 3, 2021

This notice is to advise that a Public Hearing will be held on Tuesday, February 9 at the regular Board meeting of the Governing Board, by way of a Zoom meeting at 6 pm., regarding the Comprehensive Safety Plan for Warner Unified School District. Copies of the plan are available for your inspection in the District Office during normal business hours.

Join Zoom Meeting

<https://zoom.us/j/3046344158?pwd=SlZvT2syEFRpOEh1bUw3YUM2Z1J6QT09>

Meeting ID: 304 634 4158

Passcode: 2s2gDx

## **Minutes**

Regular Meeting, January 12, 2021

Special Board Meeting, January 28, 2021

## WARNER UNIFIED SCHOOL DISTRICT

### MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD

January 12, 2021

- A. CLOSED SESSION - [ With Superintendent at 5pm] - Zoom meeting**
- B. CALL TO ORDER:** The meeting was called to order at 5:00 pm by Jeannean Rombal, President of the Governing Board.
- C. REGULAR SESSION: [Zoom Meeting at 6pm]**
- D. ROLL CALL:** Members present: Rombal, Krogh, Stoneburner, Audibert, Sees. Absent: None.
- E. ACCEPTANCE OF CLOSED SESSION AGENDA:** Passed by unanimous vote, (5-0).
- F. CLOSED SESSION**
1. PERSONNEL MATTERS- The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6.
  2. Conference with Labor Negotiators(Gov. Code section 54957.6) Represented Employees: CSEA  
AWE. Agency Negotiators: David MacLeod and Andrea Sissons.
- G. CONVENE TO OPEN/REGULAR SESSION [Zoom meeting at 6pm]**
- H. CALL TO ORDER:** The meeting was called to order at 6:02 pm by Jeannean Rombal, President of the Governing Board.
- I. ROLL CALL:** Members present: Doxey, Krogh, Rombal, Sees and Stoneburner. Absent: None  
**EMPLOYEES PRESENT:** MacLeod, Sissons and Hill.  
**VISITORS:** Kevin Ogden, Tim Purvis, James Proby, Dena Knoke, Tiffany Lenfers, Christi Feezell, Bob Krasowski, Michelle Mahood, Holly Pawlicki, Jenna Unis, Sabrina Finn, Kelcy Sutton, Kevin Ogden, Kyla Osuna (Chermaine) and Mike Rhea.
- J. FLAG SALUTE**
- K. ACCEPTANCE OF OPEN AGENDA:** Motion to accept Open Agenda passed by unanimous vote, (5-0).
- L. WELCOME- BOARD PRESIDENT:**Jeannean Rombal
- M. GENERAL BUSINESS**
- N. PUBLIC HEARINGS:**
- O. APPROVAL OF MINUTES:** Motion passed by unanimous vote,(5-0).
1. Minutes of the Regular Board meeting, December 14, 2020.
- P. REPORTS**
- 1 Student Body Representative: N/A
  2. Association of Warner Educators: Tiffany Lenfers said that teachers are meeting the following Friday.
  3. California School Employees Association: Sabrina Finn said that they will be starting over with a new labor rep.
  4. Parent Teacher Community Club: None
  5. Superintendent's Report: Superintendent MacLeod said that IAC met and discussed increasing stipends for Gabbie Osuna and Vanessa Christman. He also said that more students are moving to school online due to the rise of COVID in the community.
    - i. **RECOGNITION:** Student of the month was Jonathan Estrada and Employee of the month was Kelcy Sutton.
    - ii. **DISTRICT BRIEFING:**
    - iii. **CHARTERS:** Kevin Ogden introduced the new principal from San Diego Mission Academy, Jenna Unis.
    - iv. **INDIAN ADVISORY COMMITTEE:** See Superintendent's report.
  6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons said that she is completing business for the 19-20 audit. She also informed the Board that the 300 year old oak tree in our parking lot cannot be saved. Warner is creating a new maintenance schedule. Air purifying units have been installed in every room, thanks to the Cares Act funding. We spent \$320,000 on PPE, safety and technology. Teachers were also paid for setting up Google Classroom. Melody Sees asked what air purifiers we purchased.
  7. **BOARD REPORT:** None
- Q. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS:** None
- R. SPECIAL PRESENTATION:** Tim Purvis of Pupil Transportation Information. President Rombal wants to know what Superintendent MacLeod is going to offer based on findings. Vice President Krogh liked that the report reflected how well our transportation has been managed. Member Doxey thanked PTI and Mike Rhea for their work. Melody

Sees asked about the bus evacuation records. PJ Stoneburner said the suggestions in the report were digestible. President Rombal would like the Superintendent to tell the Board what the recommendations are and what he intends to do. She fears what the future holds with most of our bus drivers retiring.

**S. ACTION ITEMS:**

1. Consider approval of Public Speaking as a third trimester elective at Warner High School. Kelcy Sutton addressed the Board to explain the benefits of the course. Motion passed by unanimous vote, (5-0).

**T. CONSENT AGENDA**

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda items. Motion passed by unanimous vote, (5-0).

1. Commercial Warrants
2. Purchase Orders
3. Cassidy Sanders-Romero as a substitute teacher, pending pre-employment screening.

**U. SECOND READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.**

**V. INFORMATION ITEMS AND DISCUSSION:**

**1. DISTRICT ENROLLMENT 2020 – 2021**

Preschool	August	September	October	November	December
	4	12	9	12	12
January	February	March	April	May	June
12					

Class	August	September	October	November	December
Elementary	118	124	118	118	121
Middle School	33	35	35	35	35
High School	58	56	55	57	58
Total	209	215	208	210	214

Class	January	February	March	April	May
Elementary	119				
Middle School	35				
High School	58				
Total	212				

Class	June
Elementary	
Middle School	
High School	
Total	

**2. Inter-District Attendance Permits:** None

- i. New In - 0
- ii. New Out - 0
- iii. Renew In - 0
- iv. Renew Out - 0

**3. Williams Complaints:** None

**4. Activities Calendar:** January calendar

**W. BOARD COMMUNICATION:** PJ Stoneburner is excited at the prospect of getting rid of old buses. Vice President Krogh congratulated Kelcy Sutton again on being employee of the month and acknowledged her hard work. President Rombal echoed the same sentiment. Melody Sees asked about picture day at Warner.

**X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Next meeting to be held February 9, 2021. The open session adjourned at 7:04 pm. The Board went back to closed session.

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Secretary of the Governing Board

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Clerk

**WARNER UNIFIED SCHOOL DISTRICT**  
**MINUTES OF GOVERNING SPECIAL BOARD**

**January 28, 2021**

- A. **CALL TO ORDER:** The meeting was called to order at 5:01 pm by Jeannean Rombal, President of the Governing Board.
- B. **FLAG SALUTE:** The Pledge of Allegiance was led by President Rombal.
- C. **ROLL CALL:** Members Present: Doxey, Krogh, Rombal, and Stoneburner ( in meeting with technical/sound problems). Absent: Sees (joined meeting with a minute left).  
**Employees Present:** David MacLeod, Andrea Sissons and Rhonda Hill  
**Visitors Present:** Sabrina Finn, Jacquelyne Mosley-Pastrana
- D. **SPECIAL PRESENTATION:** None
- E. **ACCEPTANCE OF AGENDA:** Motion by Doxey, second by Krogh. Motion passed by unanimous vote, (3-0). Stoneburner's sound was not working during this vote.
- F. **PUBLIC COMMENT ON AGENDA ITEMS ONLY:** None
- G. **ACTION ITEMS:**
1. Consider approval of the 2020 Warner Elementary School Accountability Report Card (SARC).
  2. Consider approval of the 2020 Warner Junior/Senior High School Accountability Report Card (SARC).  
Vice President Krogh asked why data reflected the 18-19 school year. Andrea Sissons explained that it's 18-19 fiscal data, which is what was required for the report. Vice President Krogh moved to approve the 2019-2020 SARC report for Warner Elementary and Warner Junior/Senior High Schools, School Accountability Report Cards with necessary updates. Second by Stoneburner, Motion passed by unanimous vote, (4-0).
  3. Consider approval of the COVID-19 Prevention Program (CPP) for Warner Unified School District. Motion by Vice President Krogh, second by Doxey, Motion passed by unanimous vote, (4-0).
- H. **INFORMATION ITEMS:** Superintendent MacLeod introduced the new CSEA Labor Relations Representative, Jacquelyne Mosley-Pastrana. He also informed the Board that he spoke with Bill McQuethy, owner of the Warner Ranch Resort. Mr. McQuethy would like to bring Warner Unified and the Warner Resource Center to the table to discuss lease options.
- I. **ADJOURNMENT:** Motion by PJ Stoneburner, second by Gene Doxey. Meeting adjourned at 5:24 PM.

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**Secretary of the Governing Board**

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**Clerk**

## ACTION ITEM

1

**TOPIC:** Consider approval of the Single Plan Student Achievement.

**DESCRIPTION:** See handout.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.



## ACTION ITEM

2

**TOPIC:** Consider approval of the Warner Unified School District Safety Plan.

**DESCRIPTION:** See Handout

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

**TOPIC:** Consider approval of (To Be Announced) as High School Receptionist, pending pre-employment screening.

**DESCRIPTION:** Under the supervision of the Principal/ Superintendent will perform a variety of receptionist, clerical and student related duties including but not limited to registration and attendance.

**FISCAL IMPACT:** Range 19, Step 1 - \$14.18/hr. plus benefits.

**RECOMMENDATION:** Recommend approval.

**TOPIC:** Consider approval of Resolution 2020-2021-004, to Establish an Associate Student Body (ASB) Special Revenue Fund.

**DESCRIPTION:** To establish a separate fund in accordance with the provision of Statement No. 84 of the Governmental Accounting Standard Board (GASB) for reporting Non-fiduciary ASB activities.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

Warner Unified School District  
Resolution Number **2020-2021-004**

Clerk/Secretary of the Governing Board

**TOPIC:** Consider approval of the Interdistrict Attendance Permit Contract for 2021-2026.

**DESCRIPTION:** This contract is a mutual agreement between Warner and Poway Unified School District for the school years 2021-2026.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.



# POWAY UNIFIED SCHOOL DISTRICT

(858) 521-2840  
FAX: (858) 485-1519

January 8, 2021

**To:**

Bonsall Unified School District  
Cajon Valley Union School District  
Cardiff School District  
Chula Vista Elementary School District  
Coronado Unified School District  
Dehesa School District  
Del Mar Union School District  
Encinitas Union School District  
Escondido Union School District K-8  
Fallbrook Union Elementary School District  
Fallbrook Union High School District  
Grossmont Union High School District  
Jamul-Dulzura Union School District  
Julian Union School District  
Julian Union High School District  
La Mesa-Spring Valley School District  
Lake Elsinore Unified School District  
Lakeside Union School District  
Lemon Grove School District  
Moreno Valley Unified School District  
Morongo Unified School District

Mountain Empire Unified School District  
Murrieta Valley Unified School District  
National School District  
Oceanside Unified School District  
Perris Elementary School District  
Perris Union High School District  
Ramona Unified School District  
Romoland School District  
San Dieguito Union High School District  
San Marcos Unified School District  
San Pasqual Union School District  
San Ysidro School District  
Santee School District  
Solana Beach School District  
South Bay Union School District  
Spencer Valley School District  
Temecula Valley Unified School District  
Valley Center-Pauma Unified School District  
Valverde Unified School District  
Vista Unified School District  
Warner Unified School District

**From:** Jamie Dayhoff, Director, PUSD Student Attendance and Discipline Office

**Re:** Interdistrict Attendance Permit Contract for 2021-2026

Please find attached two signed Interdistrict Attendance Permit contracts for the school years 2021-2026 between Poway Unified and your district. I am recommending approval of the contracts at the January 14, 2021, PUSD School Board meeting.

After your School Board has approved this mutual agreement, please return a signed copy, along with the date approved, to our office. Please mail an original signed copy to:

Poway Unified School District  
Student Attendance and Discipline Office  
15250 Avenue of Science  
San Diego, CA 92128

If you have any questions, please contact Gloria Tran at 858-521-2842 or [gtran@powayusd.com](mailto:gtran@powayusd.com).  
Thank you.

Jamie Dayhoff  
Director, Student Attendance and Discipline



**School Districts of San Diego County  
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 11 of 1, 2021, by and between the Poway Unified School District of San Diego County and the Warner Unified School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**TERMS & CONDITIONS**

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
  - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
  - ☒ A district of attendance may require reapplication for admission an annual basis.
  - ☒ Other, specify: Once admitted, location of school site is at the discretion of the receiving school district.

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District: Poway Unified School District	District: Warner Unified School District
Initial Approval / Denial: Student Attendance & Discipline Office	Initial Approval / Denial:
Appeal: Director Student Att. & Disc; Executive Dir., Learning Support Svcs.	Appeal:
Personal Conference: Assistant Superintendent or Designee	Personal Conference:

**SIGNATURES**

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Director, Student Attendance and Discipline Office	Title:
District: Poway Unified School District	District: Warner Unified School District
Date Approved by Governing Board:	Date Approved by Governing Board:

**School Districts of San Diego County  
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 11 of 1, 2021, by and between the Poway Unified School District of San Diego County and the Warner Unified School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

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1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
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  - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**TERMS & CONDITIONS**

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
  - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
  - ☒ A district of attendance may require reapplication for admission an annual basis.
  - ☒ Other, specify: Once admitted, location of school site is at the discretion of the receiving school district.

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District: Poway Unified School District	District: Warner Unified School District
Initial Approval / Denial: Student Attendance & Discipline Office	Initial Approval / Denial: <u>Approved by Sup</u>
Appeal: Director Student Att. & Disc; Executive Dir., Learning Support Svcs.	Appeal: <u>Board</u>
Personal Conference: Assistant Superintendent or Designee	Personal Conference: <u>Sup</u>

**SIGNATURES**

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: _____	Signature: <u>[Signature]</u>
Title: Director, Student Attendance and Discipline Office	Title: <u>Superintendent</u>
District: Poway Unified School District	District: Warner Unified School District
Date Approved by Governing Board: _____	Date Approved by Governing Board: _____



- TOPIC:** Consider approval of HERA Three Year Asbestos Re-Inspection Proposal.
- DESCRIPTION:** At least once every three years after your management plan is in effect, the School District shall conduct a re-inspection of all friable and non-friable known or assumed ACBM in each school building that they lease, own, or use. An accredited Building Inspector shall conduct all such Inspections.
- FISCAL IMPACT:** Cost not to exceed \$1,760.00
- RECOMMENDATION:** Recommend approval.



WESTERN ENVIRONMENTAL & SAFETY TECHNOLOGIES LLC

"an environmental consulting firm"

January 8, 2021

Andrea Sissons  
Asbestos Designated Person  
Warner Springs Union School District  
P.O. Box 8, Highway 79  
Warner Springs, California 92086

Ref. 2021 – AHERA Three Year Asbestos Re-Inspection Proposal

**WEST completed your last three-year re-inspection during the calendar year of 2018 and you are due to be inspected again during the 2021 calendar year. WEST is pleased to provide you with this cost proposal to complete your 2021 AHERA re-inspection for your school district.**

**AHERA Requirement History:** At least once every three years after your management plan is in effect, the School District shall conduct a re-inspection of all friable and non-friable known or assumed ACBM in each school building that they lease, own, or use. An accredited Building Inspector shall conduct all such inspections. During the course of this required re-inspection, WEST'S accredited inspection shall complete the following:

- Visually re-inspect and reassess, under Section 763.88, the condition of all friable known or assumed ACBM.
- Visually inspect material that was previously considered non-friable ACBM and touch the material to determine whether it has become friable since the last inspection or re-inspection.
- Identify any homogeneous areas with material that has become friable since the last inspection or re-inspection.
- For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk samples may be collected and submitted for analysis in accordance with Section 763.86 and 763.87.
- Assess, under Section 763.88, the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACBM.
- Reassess, under Section 763.88, the condition of friable known or assumed ACBM previously identified.
- Record the following and submit to the designated person a copy of such record for inclusion in the Management Plan:
  - A. The date of the re-inspection, the name and signature of the person conducting the re-inspection, state of accreditation, and, if applicable, his or her accreditation number, and any changes in the condition of known or assumed ACBM.
  - B. The exact locations where samples are collected during the re-inspection, a description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, state of accreditation, and, if applicable, his or her accreditation number.

**Based on the above stated information, WEST is pleased to complete your school district's required 2021 AHERA three-year re-inspection for a cost not to exceed \$1,760.00.**

If you have any questions, or if I can supply you with any additional information regarding the upcoming 2021 three-year re-inspection or any other asbestos related issues, please do not hesitate to contact me at (619) 571-3987.

Respectfully Submitted,

**David Christy**  
Certified Asbestos Consultant - CAC# 92-0703  
☎ Tel: (858) 271-1842 (office)  
☎ Tel: (619) 571-3987 (cell)  
📠 FAX: (858) 271-1856  
✉ Email: [gowestdc@msn.com](mailto:gowestdc@msn.com)

2820 Carleton Street • #25 • San Diego • California • 92106  
phone (858) 271-1842 fax (858) 271-1856  
e-mail [gowestdc@msn.com](mailto:gowestdc@msn.com)

**TOPIC:** Consider approval of the bid from Four Season Tree Company.

**DESCRIPTION:** Either remove, lace/reduce 15 trees on District property, depending on condition and location of the trees.

**FISCAL IMPACT:** 5 days @ \$1600.00/Day = \$8000.00  
Additional Charges:  
Additional Climber x 2 days @ \$300./day = \$600.  
Additional Groundman x 3 days @ \$100./day=\$300.

Bid Total: \$8900.00

**RECOMMENDATION:** Recommend approval.

## **Four Season Tree Company**

Owner: Storm Streamer

Po Box 1872 Julian, California 92036

Phone: 760-310-5156

Contractor License #: 888192

### **Warner Unified School District: Bid for Tree Work**

#### **Description of Work:**

Large oak tree removal – In main parking lot  
Small oak tree removal- Near fence by fire station  
Dead pine tree removal- On back side of school  
Black locust removal- Near fuel pump  
Large oak removal- Near quonset hut  
Two small removals- In front of cafeteria  
Lace, reduce, and treat two large oaks- Front of white house  
Deadwood Cedar- Front of white house  
Dead wood and clear from power lines three deodar cedars- Along playground fence  
Lace two oaks- In front of office  
Lace & reduce Large oak- Near bus barn  
Lace large oak- In parking lot near highway

#### **Price Breakdown:**

5 Days	\$1600.00/ Day	\$8000.00
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#### **Additional Charges:**

Additional Climber x 2 days	\$300.00/ Day	\$600.00
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Additional Groundman x 3 days	\$100.00/ Day	\$300.000
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<b>Bid Total:</b>		<b>\$8900.00</b>
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## **Consent Agenda**

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. 2019-2020 San Diego County Nonpublic Master Contract with Verbal Behavior Associates.**
- 4. 2019-2020 Nonpublic Master Contract Appendix B: Agencies for Verbal Behavior Associates.**
- 5. 2020-2021 San Diego County Nonpublic Master Contract with Verbal Behavior Associates.**

**Commercial Warrants**  
**January 2021**



**Commercial Warrant Detail - January 2021**

Date	Reference	Name 1	Fund	Inv Amount
1/7/2021	14740629	ALL STATE PROPANE	0100	781.73
1/7/2021	14740630	JASMINE PAYNE	0100	1261.32
1/7/2021	14740631	SYNCB/AMAZON	0100	969.34
1/7/2021	14740631	SYNCB/AMAZON	0100	176.53
1/7/2021	14740632	SPECIALIZED THERAPY SERVICES	0100	173.81
1/7/2021	14740633	EWING IRRIGATION PRODUCTS INC	0100	370.30
1/7/2021	14740634	ALLIED STORAGE CONTAINERS, INC	0100	2990.06
1/7/2021	14740635	T-MOBILE	0100	1020.00
1/7/2021	14740636	GOLD STAR FOODS,INC	1300	3144.04
1/7/2021	14740637	LEAF	0100	630.55
1/7/2021	14740638	STEELMASTER BUILDINGS, LLC	0100	8426.05
1/7/2021	14740639	R3 BUSINESS SOLUTIONS	0100	104.68
1/7/2021	14740640	DECKER EQUIPMENT/SCHOOL FIX	0100	933.77
1/7/2021	14740641	JURMAN MEDICAL LLC	0100	360.00
1/7/2021	14740642	CAL PACIFIC TRUCK CENTER,LLC	0100	283.82
1/7/2021	14740643	CNH CAPITAL	0100	74.97
1/7/2021	14740644	HOME DEPOT CREDIT SERVICES	0100	741.05
1/7/2021	14740644	HOME DEPOT CREDIT SERVICES	0100	107.70
1/7/2021	14740645	STAPLES CREDIT PLAN	0100	443.46
1/7/2021	14740646	WATER SYSTEM MANAGEMENT	0100	523.75
1/7/2021	14740647	VERIZON WIRELESS	0100	1147.66
1/7/2021	14740647	VERIZON WIRELESS	0100	376.34
1/7/2021	14740647	VERIZON WIRELESS	0100	320.45
1/7/2021	14740648	RAMONA DISPOSAL	0100	372.56
1/7/2021	14740649	SAN DIEGO GAS & ELECTRIC	0100	7620.72
1/7/2021	14740650	BANK OF AMERICA BUSINESS CARD	0100	969.72
1/7/2021	14740650	BANK OF AMERICA BUSINESS CARD	0100	108.45
1/7/2021	14740651	ARNTZ DISTRIBUTING COMPANY	1300	160.76
1/7/2021	14740651	ARNTZ DISTRIBUTING COMPANY	1300	701.40
1/7/2021	14740651	ARNTZ DISTRIBUTING COMPANY	1300	343.25
1/7/2021	14740652	RICOH USA, INC.	0100	188.28
1/7/2021	14740653	PITNEY BOWES	0100	193.95
1/7/2021	14740654	PITNEY BOWES PURCHASE POWER	0100	107.48
1/7/2021	14740655	STANDARD INSURANCE COMPANY	0100	366.56
1/11/2021	14741561	LLOYD PEST CONTROL	0100	25.00
1/14/2021	14742893	ALL STATE PROPANE	0100	1685.05
1/14/2021	14742893	ALL STATE PROPANE	0100	1021.90
1/14/2021	14742894	CALIFORNIA DEPT OF EDUCATION	1300	484.50
1/14/2021	14742895	THE COLLEGE BOARD	0100	329.00
1/14/2021	14742896	PATRICK C. HUMPHREY	0100	48.54
1/14/2021	14742897	PIVA EQUIPMENT SERVICES INC	0100	549.45
1/14/2021	14742898	VERBAL BEHAVIOR ASSOCIATES,INC	0100	5261.00
1/14/2021	14742898	VERBAL BEHAVIOR ASSOCIATES,INC	0100	4240.00
1/14/2021	14742899	CAL PACIFIC TRUCK CENTER,LLC	0100	457.27
1/14/2021	14742900	NINYO & MOORE	0100	234.00
1/14/2021	14742901	PARKHOUSE TIRE, INC.	0100	485.80

1/14/2021 14742902	BANK OF AMERICA BUSINESS CARD	0100	57.28
1/14/2021 14742902	BANK OF AMERICA BUSINESS CARD	0100	50.00
1/14/2021 14742903	AT&T	0100	1587.29
1/14/2021 14742904	ARNTZ DISTRIBUTING COMPANY	1300	476.26
1/14/2021 14742905	RICOH USA, INC.	0100	1962.52
1/14/2021 14742906	COUNTY OF SAN DIEGO	0100	2893.00
1/14/2021 14742907	VISTA HILL	0100	367.00
1/14/2021 14742908	WARNER UNIFIED SCHOOL DISTRICT	0100	403.56
1/14/2021 14742908	WARNER UNIFIED SCHOOL DISTRICT	0100	181.13
1/14/2021 14742908	WARNER UNIFIED SCHOOL DISTRICT	0100	636.52
1/14/2021 14742908	WARNER UNIFIED SCHOOL DISTRICT	0100	127.69
1/21/2021 14744753	JOHN J. POLITANO	0100	7901.35
1/21/2021 14744754	HATCH & CESARIO	0100	858.00
1/21/2021 14744755	RHONDA HILL	0100	14.99
1/21/2021 14744756	SPECIALIZED THERAPY SERVICES	0100	231.75
1/21/2021 14744757	KELCY SUTTON	0100	77.15
1/21/2021 14744758	EWING IRRIGATION PRODUCTS INC	0100	668.64
1/21/2021 14744759	AT&T	0100	492.59
1/21/2021 14744760	ARNTZ DISTRIBUTING COMPANY	1300	434.02
1/28/2021 14746814	Pitney Bowes Inc.	0100	173.99
1/28/2021 14746815	NV5	0100	1370.00
1/28/2021 14746816	ALL STATE PROPANE	0100	851.94
1/28/2021 14746817	OCEANUS BOTTLED WATER,INC	0100	137.84
1/28/2021 14746818	SYNCB/AMAZON	0100	96.96
1/28/2021 14746818	SYNCB/AMAZON	0100	340.44
1/28/2021 14746818	SYNCB/AMAZON	0100	80.75
1/28/2021 14746818	SYNCB/AMAZON	0100	138.97
1/28/2021 14746818	SYNCB/AMAZON	0100	111.94
1/28/2021 14746819	IPEVO INC	0100	2393.66
1/28/2021 14746820	GHAZAL & SONS INC	1300	266.66
1/28/2021 14746821	JULIE OSUNA	0100	33.02
1/28/2021 14746822	GOLD STAR FOODS,INC	1300	1703.58
1/28/2021 14746822	GOLD STAR FOODS,INC	1300	167.20
1/28/2021 14746823	LEAF	0100	658.75
1/28/2021 14746824	ORANSI LLC	0100	2994.00
1/28/2021 14746825	HOME DEPOT CREDIT SERVICES	0100	645.98
1/28/2021 14746826	PARKHOUSE TIRE, INC.	0100	864.72
1/28/2021 14746827	OREILLY AUTOMOTIVE STORES	0100	223.14
1/28/2021 14746828	SCHOLASTIC	0100	96.33
1/28/2021 14746829	BANK OF AMERICA BUSINESS CARD	0100	736.63
1/28/2021 14746829	BANK OF AMERICA BUSINESS CARD	0100	409.51
1/28/2021 14746829	BANK OF AMERICA BUSINESS CARD	0100	153.43
1/28/2021 14746829	BANK OF AMERICA BUSINESS CARD	0100	175.00
1/28/2021 14746829	BANK OF AMERICA BUSINESS CARD	0100	104.80
1/28/2021 14746829	BANK OF AMERICA BUSINESS CARD	0100	1487.97
1/28/2021 14746830	US FOODSERVICE	1300	5095.86
1/28/2021 14746831	PITNEY BOWES PURCHASE POWER	0100	63.41
1/28/2021 14746832	STANDARD INSURANCE COMPANY	0100	377.42



**Purchase Orders**  
**January 2021**

**WUSD PO LIST PERIOD COVERED 1/1/2021 - 1/31/2021**

DATE	VENDOR NAME	PO#	AMOUNT
1/4/2021	PIVA	19-66191	549.45
1/6/2021	ORANSI	19-66192	2994
1/7/2021	EWING	19-66193	668.64
1/11/2021	SCHOOL OUTFITTERS	19-66194	601.84
1/12/2021	3DOODLER	19-66195	1072.12
1/28/2021	PADRE	19-66196	
1/28/2021	COAST SEWING & VACUUM	19-66197	211.89

## Consent Agenda

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# 2019-2020

## San Diego County Nonpublic Master Contract

*Directions:*

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract  
Main Document

2019-2020

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

# **2019-2020**

# **Nonpublic**

# **Master Contract**

# **Main Document**



Student Services and Programs Division  
Special Education Department

**San Diego County Nonpublic Master Contract  
Main Document**

**2019-2020**

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**San Diego County Nonpublic Master Contract  
Main Document**

**2019-2020**

**NONPUBLIC  
MASTER CONTRACT**

**CONTRACT YEAR** 2019-2020

This Master Contract is made and entered into

this 1 day of March, 2020 between the

Warner Unified School District, County of San Diego,  
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Verbal Behavior Associates (VBA)  
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

# San Diego County Nonpublic Master Contract Main Document

2019-2020

## SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.<sup>1</sup> It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

### 1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

### 1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

### 1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.



# San Diego County Nonpublic Master Contract Main Document

2019-2020

## 1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

## 1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1<sup>st</sup>), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from March 1, 20 20 to June 30, 20 20.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

## 1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

### a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

### b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

### c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or 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

**San Diego County Nonpublic Master Contract  
Main Document**

**2019-2020**

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)  
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)  
(7) Any intervention that precludes adequate supervision of the individual; and  
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.



**San Diego County Nonpublic Master Contract  
Main Document**

**2019-2020**

**SECTION 2: ADMINISTRATION OF CONTRACT**

**2.1 NOTICES**

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Andrea Sissons, CBO  
Name/Title

Warner Unified School District  
Local Education Agency

PO BOX 8  
Address

Warner Springs      CA      92086  
City                      State                      Zip

( 760 ) 782-3517  
Phone

( 760 ) 782-9117  
Facsimile

Andrea.Sissons@warnerusd.net  
Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Matthew Howarth; Susan Tillman  
Name/Title

Verbal Behavior Associates (VBA)  
Nonpublic School

14251 Danielson Street  
Address

Poway                      CA                      92064  
City                      State                      Zip

( 858 ) 699-7579  
Phone

(       )  
Facsimile

sean.corey@vbasandiego.com  
Email Address

# **San Diego County Nonpublic Master Contract Main Document**

**2019-2020**

## **2.2 INDEPENDENT CONTRACTOR STATUS**

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

## **2.3 SUBCONTRACT AND ASSIGNMENT**

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

## **2.4 INDEMNIFICATION**

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

## **2.5 INSURANCE**

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.



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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

## 2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

## 2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

## 2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

## 2.9 SEVERABILITY

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

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**2.10 CONFLICTS OF INTEREST**

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

**2.11 INABILITY TO MEET CONTRACT REQUIREMENTS**

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

**2.12 DISPUTE RESOLUTION**

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

**2.13 DUE PROCESS AND COMPLAINT PROCEDURES**

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (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).

**2.14 VENUE AND GOVERNING LAW**

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

**2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS**

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).



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**2.16     TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT**

**a.         Master Contract**

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

**b.         Individual Services Agreement**

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

**2.17     INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

## 2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

## 2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

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

## 2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

## 2.21 ASSESSMENTS

### a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

## 2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.



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## 2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

## 2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

## **SECTION 3: PERSONNEL**

### 3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

### 3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

### 3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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**3.4     REQUIREMENT TO REPORT**

**a.       Child Abuse or Molestation**

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

**b.       Missing Students**

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

**c.       Student Injury**

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

**SECTION 4: FISCAL**

**4.1     BILLING AND PAYMENT**

**a.       Invoices**

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

**b.       Late Invoices**

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

**c.       Payment**

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the



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Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for 90 days during which time the contract shall be consummated", however this group has agreed to 180 days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

## 4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of



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receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

## 4.3 INSPECTION AND AUDIT

### a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

### b. Maintenance of Student Records

District of residence is the custodian of the student records.

### c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. Contractor shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. Contractor shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

### d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

### e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

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**SECTION 5: SIGNATURES**

This Nonpublic Master Contract 2019-2020, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on March 1, 2020 and terminates at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic ☐ School ☒ Agency



Authorized Representative Signature

DATE: 11/18/2020

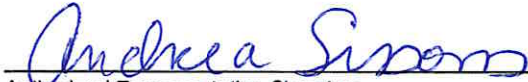
Matthew Howarth, CEO

(Type) Name and Title

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**LEA**

Local Educational Agency



Authorized Representative Signature

DATE: \_\_\_\_\_

Andrea Sissons, CBO

(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_



## Consent Agenda

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# **2019-2020 Nonpublic Master Contract**

## **Appendix B: Agencies**

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2019-2020**

**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

**CONTRACT YEAR**      2019-2020

**SECTION 1: EDUCATIONAL PROGRAM**

**1.1**      ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

**1.2**      SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

**1.3**      CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

**1.4**      PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**2019-2020**

**1.5      OWNERSHIP**

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

**1.6      STAFF ABSENCES**

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

**SECTION 2: ATTENDANCE**

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

**SECTION 3: SAFETY**

**3.1      SAFE AND APPROPRIATE ENVIRONMENT**

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2019-2020**

**SECTION 4: CONFLICT OF INTEREST**

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. 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 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2019-2020**

**SECTION 5: FINANCIAL**

**5.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: Verbal Behavior Associates (VBA)

The CONTRACTOR NUMBER: 9900814

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>                    </u>	<u>                    </u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u>                    </u>	<u>                    </u>
<u>Language and Speech (415)</u>	<u>                    </u>	<u>                    </u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>                    </u>	<u>                    </u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u>                    </u>	<u>                    </u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u>                    </u>	<u>                    </u>
<u>Language and Speech (415) - Assessment</u>	<u>                    </u>	<u>                    </u>
<u>Adapted Physical Education (425)</u>	<u>                    </u>	<u>                    </u>
<u>Adapted Physical Education Assessment (425)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>                    </u>	<u>                    </u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u>                    </u>	<u>                    </u>
<u>Assistive Technology Services - Classified (445)</u>	<u>                    </u>	<u>                    </u>
<u>Assistive Technology Services Assessment (445)</u>	<u>                    </u>	<u>                    </u>
<u>Occupational Therapy (450)</u>	<u>                    </u>	<u>                    </u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>                    </u>	<u>                    </u>
<u>Occupational Therapy (460) - Assessment</u>	<u>                    </u>	<u>                    </u>



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2019-2020**

<u>Physical Therapy (460)</u>	<u>                    </u>	<u>                    </u>
<u>Physical Therapy PT Assistant (460)</u>	<u>                    </u>	<u>                    </u>
<u>Physical Therapy Assessment (460)</u>	<u>                    </u>	<u>                    </u>
<u>Individual Counseling (510)</u>	<u>                    </u>	<u>                    </u>
<u>Counseling and Guidance (515)</u>	<u>                    </u>	<u>                    </u>
<u>Parent Counseling (520)</u>	<u>                    </u>	<u>                    </u>
<u>Social Work Services (525)</u>	<u>                    </u>	<u>                    </u>
<u>Psychological Services (530)</u>	<u>                    </u>	<u>                    </u>
<u>Psychological Services Assessment (530)</u>	<u>                    </u>	<u>                    </u>
<u>Behavior Intervention Services (535)</u>	<u>\$100</u>	<u>per hour</u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u>\$52</u>	<u>per hour</u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<u>                    </u>	<u>                    </u>
<u>Interpreter Services (715)</u>	<u>                    </u>	<u>                    </u>
<u>Interpreter Services Shift Differential (715)</u>	<u>                    </u>	<u>                    </u>
<u>Audiological Services (720)</u>	<u>                    </u>	<u>                    </u>
<u>Audiological Services Assessment (720)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Vision Services (725)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Vision Services Assessment (725)</u>	<u>                    </u>	<u>                    </u>
<u>Orientation and Mobility (730)</u>	<u>                    </u>	<u>                    </u>
<u>Orientation and Mobility Assessment (730)</u>	<u>                    </u>	<u>                    </u>
<u>Braille Transcription (735)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Orthopedic Services (740)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Orthopedic Services Assessment (740)</u>	<u>                    </u>	<u>                    </u>
<u>Reader Services (745)</u>	<u>                    </u>	<u>                    </u>

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2019-2020*

<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
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<u>Professional Development</u>	<u></u>	<u></u>

NOTES:

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 6: APPROVALS

CONTRACTOR  
Nonpublic Agency

  
Authorized Representative Signature

DATE: 11/18/2020

Matthew Howarth, CEO  
(Type) Name and Title

---

LEA  
Local Educational Agency

  
Authorized Representative Signature

DATE: 11/18/20

Andrea Sissons, CBO  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2020-2021

## San Diego County Nonpublic Master Contract

*Directions:*

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract  
Main Document

2020-2021

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

LEA: Warner Unified School District

Nonpublic: Verbal Behavior Associates (VBA)

**2020-2021**  
**Nonpublic**  
**Master Contract**  
**Main Document**



**San Diego County Nonpublic Master Contract  
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**San Diego County Nonpublic Master Contract  
Main Document**

**2020-2021**

**NONPUBLIC  
MASTER CONTRACT**

This Master Contract is made and entered into

this 11 day of 8, 2020 between the

Warner Unified School District, County of San Diego,  
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Verbal Behavior Associates (VBA)  
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

# San Diego County Nonpublic Master Contract Main Document

2020-2021

## SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of ninety (90) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety (90) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

### 1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

### 1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

### 1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

### 1.5 NONPUBLIC CERTIFICATION OR WAIVER



# San Diego County Nonpublic Master Contract Main Document

2020-2021

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

## 1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1<sup>st</sup>), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

## 1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

### a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

### b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

### c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or 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 pursuant to subsection EC 56521.2 (a5) (i)



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- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

## d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

## e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

## f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

## 1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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**SECTION 2: ADMINISTRATION OF CONTRACT**

**2.1      NOTICES**

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Andrea Sissons, CBO  
Name/Title

Warner Unified School District  
Local Education Agency

30951 Hwy 79  
Address

<u>Warner Springs</u>	<u>CA</u>	<u>92086</u>
City	State	Zip

( 760 ) 782-3517  
Phone

(       )  
Facsimile

andrea.sissons@warnerusd.net  
Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Matthew Howarth; Susan Tillman  
Name/Title

Verbal Behavior Associates (VBA)  
Nonpublic

14251 Danielson Street  
Address

<u>Poway</u>	<u>CA</u>	<u>92064</u>
City	State	Zip

( 858 ) 699-7579  
Phone

(       )  
Facsimile

sean.corey@vbasandiego.com  
Email Address



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## **2.2 INDEPENDENT CONTRACTOR STATUS**

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

## **2.3 SUBCONTRACT AND ASSIGNMENT**

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

## **2.4 INDEMNIFICATION**

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

## **2.5 INSURANCE**

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

## 2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

## 2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

## 2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

## 2.9 SEVERABILITY

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



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**2.10     CONFLICTS OF INTEREST**

a.        The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b.        The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c.        Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

**2.11     INABILITY TO MEET CONTRACT REQUIREMENTS**

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

**2.12     DISPUTE RESOLUTION**

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

**2.13     DUE PROCESS AND COMPLAINT PROCEDURES**

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR 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).

**2.14     VENUE AND GOVERNING LAW**

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

**2.15     RIGHT TO REPORT MASTER CONTRACT VIOLATIONS**

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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## 2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

### a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

### b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

## 2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be



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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

## 2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

## 2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

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

## 2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

## 2.21 ASSESSMENTS

### a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

## 2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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## **2.23 FORWARDING OF EDUCATIONAL RECORDS**

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

## **2.24 DATA REPORTING**

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

## **SECTION 3: PERSONNEL**

### **3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS**

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

### **3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING**

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

### **3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS**

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.



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## 3.4 REQUIREMENT TO REPORT

### a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

### b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

### c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

## SECTION 4: FISCAL

### 4.1 BILLING AND PAYMENT

#### a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

#### b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

#### c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

## d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

## e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

## f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

## 4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10<sup>th</sup> consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant



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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

## 4.3 INSPECTION AND AUDIT

### a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

### b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

### c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

### d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

### e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

2020-2021

**SECTION 5: SIGNATURES**

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

**CONTRACTOR**Nonpublic ☐ School ☒ Agency  
Authorized Representative SignatureDATE: 11/10/2020Matthew Howarth, CEO

(Type) Name and Title

**LEA**

Local Educational Agency

  
Authorized Representative SignatureDATE: 08/11/2020Andrea Sissons, CBO

(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_





**2020-2021**  
**Nonpublic**  
**Master Contract**

**Appendix B: Agencies**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**APPENDIX B: AGENCIES**  
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**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

**SECTION 1: EDUCATIONAL PROGRAM**

**1.1      ADMISSION/ENROLLMENT PROCEDURES**

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

**1.2      SUPPLIES AND EQUIPMENT**

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

**1.3      CALENDAR**

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

**1.4      PARENT VISITS/COMMUNICATION**

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**1.5      OWNERSHIP**

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

**1.6      STAFF ABSENCES**

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

**SECTION 2: ATTENDANCE**

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

**SECTION 3: SAFETY**

**3.1      SAFE AND APPROPRIATE ENVIRONMENT**

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**2020-2021**

**SECTION 4: CONFLICT OF INTEREST**

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. 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 (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
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**SECTION 5: FINANCIAL**

**5.1 RATE SCHEDULE FOR CONTRACT YEAR**

CONTRACTOR: Verbal Behavior Associates (VBA)

CONTRACTOR NPA ID NUMBER: 9900814

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Assessment</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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Occupational Therapy (460) - Assessment		
Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Behavior Intervention Services (535)		
Behavior Intervention Services (535) - Supervision	\$100.00	per hour
Behavior Intervention Services (535) – Other Provider/Beh.Tech	\$52.00	per hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES:

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

APPENDIX B: AGENCIES  
2020-2021

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency



Authorized Representative Signature

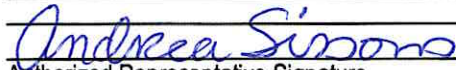
DATE: 08/11/2020

Matthew Howarth, CEO

(Type) Name and Title

LEA

Local Educational Agency



Authorized Representative Signature

DATE: 08/11/2020

Andrea Sissons, CBO

(Type) Name and Title

LEA Board Approval

DATE: 08/11/2020



## Calendar

SUN	MON	TUE	WED	THU	FRI	SAT
31	Feb 1	2	3	4	5	6
	Valentines Day Grams					
	Resource Center- Food Bank		Sweet Bunuelos For Valentines			
	First Day of Black Hist	● 9:15am <input checked="" type="checkbox"/> Mya Dent	● 9am Pre-K (Child Car		○ 7am Reminder to Cre	
		○ 1pm Synergy - Distar				
7	8	9	10	11	12	13
	Valentines Day Grams					
	Sweet Bunuelos For Valentines				○ 7am Reminder to Cre	
	Resource Center- Food Bank		● 12:30pm <input checked="" type="checkbox"/> Amber D	Picture Make up Day		
	● 9am <input checked="" type="checkbox"/> Colton Denti					
14	15	16	17	18	19	20
Valentine's Day	No School					
	Resource Center- Food Bank				○ 7am Reminder to Cre	
	Presidents' Day (regioi					
21	22	23	24	25	26	27
	Resource Center- Food Bank		● 9:10am <input checked="" type="checkbox"/> Julie Den		○ 7am Reminder to Cre	
28	Mar 1	2	3	4	5	6
	Resource Center- Food Bank				○ 7am Reminder to Cre	
	First Day of Women's I					