

Ventura County Special Education Local Plan Area

- SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2010



SECTION 5

ALTERNATE PLACEMENT

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- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
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- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

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I. Nonpublic Schools

The Ventura County SELPA has developed a Master Contract **as well as an Individual Service Agreement** for use by all member districts in the Ventura County SELPA for students placed in certified nonpublic, non-sectarian schools (NPS). These documents assist districts in setting up contracts for the provision of IEP services for students placed in a certified NPS, and contain provisions to ensure that all legal requirements are met. **(Appendix 5-A Master Contract and Individual Service Agreement)**

For a student placed in **a certified NPS**, a representative of the district of residence attends an IEP meeting for the student at least annually, or more often if needed, to review student progress. If the student is placed in an NPS via Chapter 26.5 of the California Government Code, the IEP must be reviewed every 6 months. The SELPA Master Contract requires that reports of pupil progress be given to families and districts from the NPS at least as often as reports **cards are required** by the student's **home school**. The **school district** is responsible to assure that services are provided as per the Master Contract. This is accomplished via visits, phone calls and review of pupil progress reports.

Financial and programmatic responsibility for an NPS student shall be as follows:

- **Day student attending an NPS – the school district where parent and student reside is responsible.**
- **School district expanded IEP team places student in a residential placement (Including 26.5 placement). The School district where parent resides retains responsibility. If parents move during the school year to a district outside of SELPA, the placing district retains responsibility until the end of the school year and/or Extended School Year. If parents move within the SELPA, the new district becomes responsible as soon as informed by prior district.**
- **Student placed in a residential placement by a public agency (Probation, Human Services, Court, Regional Center) – the school district where the residential placement is located is responsible.**

The responsible school district must ensure that the following are provided for the student: new assessment as warranted, annual review, triennial review, transportation for student and family to and from the school, statewide achievement assessment and monitoring of behavior emergencies.

II. Private Schools

Districts where private schools are located must determine need and utilize a proportionate share of their federal funds on students with disabilities in those private schools. However, there is no individual entitlement for these funds.

The Ventura County SELPA document **“Private School Guidelines” (Appendix 5-B)** describes how **districts must** consult with appropriate representatives of private schools regarding services to be provided to students with disabilities attending private schools. **After consultation, each district will develop a plan stating how funds will be utilized. The plan should address students in 1st – 12th grades only.**

Students from within the SELPA who are attending a private school will be referred to their school district of residence for assessment for special education services. An IEP



team meeting will be conducted to share assessment results. If the child is found eligible for special education services, an IEP will be developed which offers a free Appropriate Public Education (FAPE) at a public school site. If parents choose to continue to enroll the child in a private school, their rights to a Free Appropriate Public Education will be limited. The district of residence will refer the family to the district where the private school is located. The district where the private school is located may develop an Individual Service Plan (ISP), based on their own district plan. (Appendix 5-C)

For students from outside of Ventura County SELPA coming to a private school within the SELPA, the district where the private school is located will be responsible for the assessment and IEP development. If the parent agrees with the IEP determination of eligibility and services, the parent will be referred back to the district of residence for placement and services. If the parent does not wish to accept the offer of FAPE at the district of residence, an ISP may be developed by the district where the private school is located.

III. Court & Community Schools

A. Providence School (Juvenile Hall)

The Ventura County Office of Education Court and Community Schools are responsible to ensure that special education services are provided to students placed in Juvenile Hall. These Court and Community special education services are funded by the SELPA through the SELPA funding model by utilizing AB602 funds, calculated on overall 7-12 grade student enrollment. Due to the specialized nature of the institution, available resources are utilized to provide services described in the IEP to students in Juvenile Hall as much as possible.

Court and Community Schools staff and home school district will communicate about special education needs, and anticipated return to district. The IEP may note additional services that are anticipated upon return to a less restrictive setting. Providence staff will communicate with district upon return using the Notification of Release from Providence form. (See Guidelines and Procedures for Services to Special Education Students in the Juvenile Justice Facility Appendix 5-D)

B. Gateway Community School

Gateway Community School is available to all districts that participate in the countywide Gateway Consortium. Gateway is designed for students who are expelled, on probation or parole and not in attendance in any school, or upon recommendation of a school district attendance review board, the school district of attendance or upon the request of a pupil's parent/guardian. Gateway also serves minors who are pregnant.

Special education services are available for students enrolled in Gateway Community School, funded by Court and Community School funding described in III-A above. If a district is considering Gateway as a placement option for a special education student, an IEP meeting will be held and Gateway staff invited with timely notice. If it is agreed that the student will attend Gateway, an IEP will be developed reflecting Gateway services. (Appendix 5-E - Referral Process for Special Education Students to Gateway Community School)



IV. Hospitals, Residential Medical Facilities, Foster Family Homes, and Licensed Children's Institutions

When a student with special needs is placed in such a facility outside of the IEP for other than educational purposes, the district where the facility is located shall be responsible for providing an appropriate educational program as well as all the services required by the IEP. However, under the McKinney-Vento Act, students who are in Foster Care or considered to be homeless may choose to return to the district of origin for education and services if determined appropriate by the student and Social Worker. In this case the district of origin is responsible for transportation back to a school within the district.

V. Charter Schools

Charter Schools must make available special education and related services to children enrolled in the Charter School. The chartering entity is responsible for ensuring that the charter school provides special education services as required by each child's IEP. An updated matrix of charter schools within the SELPA is available on the website.

VI. Phoenix Program

The Phoenix Program is a day treatment program designed by the SELPA and County Office of Education to provide services to students with Emotional Disturbance, in conjunction with Ventura County Behavioral Health. It provides onsite Mental Health Services and special education services in a highly structured, self-contained environment. It is available to students from throughout the SELPA who are also clients of Ventura County Behavioral Health or LA County Mental Health as per Chapter 26.5 of the California Government Code. The Phoenix Program is located at several locations throughout the SELPA.

(Appendix 5-G Memorandum of Understanding with Behavioral Health)
(Appendix 5-H Phoenix Procedures)

VII. Triton Academy

Triton Academy provides a highly specialized program to address the learning, social, behavioral and sensory needs of students with Autism Spectrum Disorders. Operated by the Ventura County Office of Education, it is available to students from any district within the SELPA. A referral is made to the Triton staff, and there are a series of steps to be taken to consider the appropriateness of the referral. See Appendix 5-I for Triton Referral Procedures.

The Triton Advisory Committee meets twice a year, to give input and advice to the Triton Administration.

VIII. Alternative School Placements within a School District (i.e. continuation high schools, community day schools, independent study)

Students with disabilities placed by their districts in the alternative placements will continue to receive special education services specified in the IEP.

2010-2011

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

BRIGGS SCHOOL DISTRICT, CONEJO VALLEY UNIFIED SCHOOL DISTRICT, FILLMORE UNIFIED SCHOOL DISTRICT, HUENEME SCHOOL DISTRICT, LAS VIRGENES UNIFIED SCHOOL DISTRICT, MESA UNION SCHOOL DISTRICT, MOORPARK UNIFIED SCHOOL DISTRICT, MUPU SCHOOL DISTRICT, OAK PARK UNIFIED SCHOOL DISTRICT, OJAI UNIFIED SCHOOL DISTRICT, OXNARD SCHOOL DISTRICT, OXNARD UNION HIGH SCHOOL DISTRICT, OCEAN VIEW SCHOOL DISTRICT, PLEASANT VALLEY SCHOOL DISTRICT, RIO SCHOOL DISTRICT, SANTA CLARA SCHOOL DISTRICT, SOMIS SCHOOL DISTRICT, SANTA PAULA ELEMENTARY SCHOOL DISTRICT, SANTA PAULA UNION HIGH SCHOOL DISTRICT, SIMI VALLEY UNIFIED SCHOOL DISTRICT, VENTURA UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

«SCHOOL»

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2010, between the Ventura County Special Education Local Plan Area (SELPA) hereinafter referred to as SELPA and the Ventura County Office of Education (VCOE) the Administrative Unit for the SELPA on behalf of the twenty-one school districts listed above (hereinafter referred to as LEA/LEAs) and «SCHOOL» (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit any Local Education Agency (LEA) to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon contractor acceptance of a student, the LEA shall develop an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, this form shall acknowledge the CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (OAH) order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is

convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. **CERTIFICATION**

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

3. **COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable Ventura County SELPA/LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with SELPA policies and shall indemnify the Ventura County SELPA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with SELPA/LEA policies. The CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, SELPA/LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that the SELPA/LEA may report to CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. **TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2010 to June 30, 2011 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the SELPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2011. (Title 5 California Code of Regulations section 3062(d)). No Master Contract will be offered until all of the normal and customary contracting requirements of the SELPA have been satisfied. The offer of a Master Contract to a Contractor is at the sole discretion of the LEA.

5. **INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the SELPA/LEA may modify the SELPA/LEA procedures from time to time without the consent of CONTRACTOR.

The Contractor shall provide the SELPA/LEA with information as requested in writing to secure a Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The SELPA/LEA may require additional information as applicable.

If CONTRACTOR does not return the Master Contract to the SELPA duly signed by an authorized representative within ninety (90) calendar days of issuance by SELPA, the new contract rates will not take effect until the newly executed Master Contract is received by SELPA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will cease until such time as the new Master Contract for the current school year is signed and returned to SELPA/LEA by the Contractor. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and the SELPA for so long as CONTRACTOR is servicing authorized SELPA/LEA students.

6. **INDIVIDUAL SERVICES AGREEMENT**

As a condition of this contract, an ISA will be developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEAs for so long as CONTRACTOR is servicing authorized LEA students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with OAH the CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA, or OAH. The CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood a representative of the Special Education Local Plan Area (SELPA), of which the LEA is a member, is an authorized LEA representative in collaboration with the SELPA/LEA. The LEA maintains sole responsibility for the contract unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. **The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.**

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the SELPA shall be addressed to:

Name: Mary E. Samples
 Address: 5100 Adolfo Road
 City, State Zip: Camarillo, CA 93012
 Phone: (805) 437-1560 ~ (805) 437-1599 fax

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of

this Master Contract, “records” shall include, but not be limited to: student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional instructional assistants, NPA/NPS behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student’s record. Such log need not record access to the LEA student’s records by: (a) the LEA student’s parent; (b) an individual to whom written consent has been executed by the LEA student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. Contractor/LEA should maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

10. **SEVERABILITY CLAUSE**

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

11. **SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR’s successors and assignees.

12. **VENUE AND GOVERNING LAW**

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

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

This Master Contract may be modified or amended by the SELPA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The SELPA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. **TERMINATION**

This Master Contract may be terminated for cause. To terminate the contract either party shall give thirty (30) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. All ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give thirty (30) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at his or her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's, fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

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

\$2,000,000 per occurrence
 \$100,000 fire damage
 \$5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$4,000,000 general aggregate

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

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

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

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

\$2,000,000 per occurrence

\$4,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education as additional insured's. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligation under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA must require the CONTRACTOR, at the CONTRACTOR's sole cost, to (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold SELPA/Ventura County Office of Education/LEAs and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding the SELPA, VCOE and LEAs).

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

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

17. **INDEPENDENT CONTRACTOR**

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

If the SELPA/VCOE/LEAs are held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the SELPA/VCOE/LEAs from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the SELPA/VCOE/LEAs as a result of that holding.

18. **SUBCONTRACTING**

CONTRACTOR shall provide written notification to the SELPA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the SELPA with original endorsements and certificates of insurance effecting coverage required by section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the SELPA before the subcontractor's work commences. The commercial General Liability and Automobile Liability policies shall name the SELPA/VCOE as additional insured. All Certificates of Insurance shall reference the SELPA contract, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as

contained in Section 45-Clearance Requirements and Section 46-Staff Qualifications or this Master Contract.

19. **CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the SELPA/VCOE/LEAs that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with the SELPA/VCOE/LEAs, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not develop an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

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

20. **NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not

be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not

successfully completed all of the LEA's graduation requirements, including but not limited to, passing the California High School Exit Exam (CAHSEE) per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to the SELPA/LEA a written description of the services provided and location of services prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. **INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in preschool programs the instructional minutes shall follow the LEA student's IEP and ISA. For LEA students in grades one through 12, unless otherwise specified in the LEA student's IEP, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 180 instructional minutes for LEA students in grade kindergarten
- 280 instructional minutes for LEA students in grades one through five inclusive.
- 300 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

24. **CLASS SIZE**

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

When CONTRACTOR is a nonpublic school, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus up to twenty (20) extended school year (ESY) days as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed number of days in LEA's approved calendar and/or required by the IEP for each LEA student. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In which case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. Contractor shall agree to provide all data related to any sections of this

contract and requested by the SELPA/LEA. This data shall be provided in the format required by the SELPA/LEA.

The CONTRACTOR agrees to use the Ventura County SELPA IEP forms through the SESP Program for all IEP development and progress reporting. The SELPA/LEA will provide the contractor with appropriate software and user training.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all SELPA/LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

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.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where the CONTRACTOR is an NPS, the CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. The LEA shall provide test administration training to Contractor’s qualified staff. Contractor shall attend LEA training and comply with completion of all coding requirements as requirements as required by the LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where the CONTRACTOR is an NPS, the CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA and CDE guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend the SELPA/LEA mandated meetings when legal mandates, and/or the SELPA/LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The SELPA/LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. Behavior intervention agencies shall provide the LEA with all training protocols behavior intervention staff employed by the NPA who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are training annually in Non Violent Crisis Intervention (NCPI) and emergency procedures as related to appropriate behavior management strategies. **Training includes certification with Crisis Prevention Intervention (CPI).**

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. **STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a)(2)(B)(i) and (ii). If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program including the nature of each activity as well as the time spend on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. **It is understood that attendance at an IEP meeting is part of Contractor's professional responsibility and is not a billable service under this Master Contract.**

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. **SURROGATE PARENTS**

CONTRACTOR shall comply with the SELPA/LEA procedures for obtaining surrogate parents as specified in the SELPA Local Plan.

34. **DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including resolution sessions, mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. **COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination 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 (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. **LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum progress report shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of the request. CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

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

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

37. **TRANSCRIPTS**

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

38. **LEA STUDENT CHANGE OF RESIDENCE**

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

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

39. **WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing and submit within five (5) days to the LEA.

40. **PARENT ACCESS**

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

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

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

All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

41. **SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and district policy.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

42. **LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the SELPA Local Plan. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. **STATE MEAL MANDATE**

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

44. **MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include announced or unannounced SELPA/LEA monitoring visits. When making site visits, the SELPA/LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE On-Site and Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified by the LEA.

CONTRACTOR understands that the SELPA/LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data necessary and prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. **CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR

shall certify in writing to the SELPA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the SELPA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education

Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE. (5 CCR 3064 (a)).

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the SELPA a staff list, and all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or

other documents are on file at the Ventura County Office of Education. CONTRACTOR shall notify the SELPA in writing as specified by CDE within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, DOJ clearance and Tuberculosis Test clearance for all employees, approved subcontractors and or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to the SELPA updated information regarding the status of licenses, credentials, permits and/or other documents.

48. **STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061.

Upon request, the CONTRACTOR shall provide to the SELPA/LEA documentation of substitute coverage on a substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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

49. **STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other

procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the SELPA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of

medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. Contractor maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. **INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the LEA procedures.

54. **CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, and as specified by the SELPA/LEA. To protect the privacy rights of all parties involved (report, child and alleged abuse), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the SELPA/LEA.

55. **SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the SELPA.

FINANCIAL

57. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the SELPA/LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted according to LEA procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling error issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and Contractor have communicated such concerns in writing during the 12 month period following the close of the fiscal year. SELPA/LEA will not pay mileage for NPA employees.

58. **RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents

concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for invoices that are not received six months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within ten (15) business days.

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

59. **PAYMENT FROM OUTSIDE AGENCIES**

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

60. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the SELPA/LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to the SELPA/LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; when applicable liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the SELPA/LEA. CONTRACTOR shall make available to the SELPA all budgetary information including operating budgets submitted by CONTRACTOR to the SELPA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the SELPA or CONTRACTOR's offices (to be specified by the SELPA) at all reasonable times and without charge. All records shall be provided to the SELPA within five (5) working days of a written request from the SELPA. CONTRACTOR shall, at no cost to the SELPA, provide assistance for such examination or audit. The SELPA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If

any document or evidence is stored in an electronic form, a hard copy shall be made available to the SELPA, unless the SELPA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the SELPA upon request by the SELPA.

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

62. RATE SCHEDULE

	Rate/Period
A. <u>Basic Education Program/Special Education Instruction</u>	«Basic»
Basic Education Program/Dual Enrollment	

«Includes»

Per Diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

In such cases only, the adjustments in basic rate shall be based on the percentage of a 280-minute instructional day.

B. Related Services

(1) «Related»

*Parent transportation reimbursement rates are to be determined by the LEA-Special Education Director.

**By credentialed Special Education Teacher.

***Limited to one hour per week. Group size may not exceed fourteen students. Payment to begin upon students fourteenth birthday.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- The CONTRACTOR and any of its shareholders, partners or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- Have not, within in a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statues relating to

the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provided herein.

«SCHOOL»
CONTRACTOR

VENTURA COUNTY OFFICE OF EDUCATION

By:

By:

Signature Date

Signature Date

Name and Title of Authorized Representative

Stanley C. Mantooth, County Superintendent

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to SELPA shall be addressed to:

«First» «Last»
«SCHOOL»
«Address1»
«Address2»

«Phonefax»

Mary E. Samples
Assistant Superintendent
Ventura County SELPA
5100 Adolfo Road
Camarillo, CA 93012

(805) 437-1560
(805) 437-1599 Fax

**VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS**

The Ventura County Special Education Local Plan Area (SELPA) will ensure that school districts locate and identify all children with disabilities enrolled by their parents in private elementary and/or secondary schools that are registered with the California Department of Education. The SELPA will ensure that each school district will accept and consider referrals for assessment and will offer a free appropriate public education (FAPE) to such children who are determined to be eligible for special education services. These procedures are intended to ensure compliance with all federal and state laws and regulations.

Legal Citations: 34 Code of Federal Regulations sections 300.130-144 and California Education Code Sections 56170-56174.5

It shall be the responsibility of each school district (district) to:

- Locate and identify all children with disabilities enrolled by their parents in private elementary and secondary schools within their district who may be eligible for special education services.
- Evaluate upon request, and if eligible, offer a Free and Appropriate Public Education (FAPE) to all children with disabilities enrolled by their parents in private elementary or secondary schools (regardless of where the private school is located) when custodial parent(s) reside in their district.

A. Child Find, Referral and Assessment

1. The Ventura County SELPA will:

- a) Provide information on its website for local private schools about the provisions in the Federal Law for students enrolled by their parents in private schools who may be eligible for special education services. Information will include criteria for special education eligibility and special education referral procedures.
- b) Ensure that child find activities undertaken for private school students are comparable to activities undertaken for children with disabilities in public elementary and secondary schools. This will include dissemination of the special education child find brochures in English and Spanish to all private schools in the SELPA two times per year, as well as periodic Public Services Announcements, and an annual booth at the county fair.

2. Districts that have private schools within their boundaries will:

- a) Identify all private schools within their boundaries that have an affidavit on file with the California Department of Education and have six or more students enrolled.
- b) Between October 1 and December 1 each year, ask private schools to list all students enrolled in the school who are eligible for special education services, with and without ISPs, and the districts of residence of those children.

- c) Provide the districts of residence within the Ventura County SELPA names of those students identified in each private school who are from their district.
- d) Hold at least one annual meeting at which representatives of the private school (including parents) will be given an opportunity to give input about:
 - The child find process
 - How the consultation process will operate through the school year.

If the private school representatives do not attend, the information will be mailed to them.

- e) Obtain written affirmation from each private school within their boundaries that they were given opportunity to participate in a timely and meaningful consultation with the district.
- f) Upon request, provide a written explanation to the private school if the district disagrees with the input of the private school.
- g) (For families residing outside Ventura County SELPA) Follow all appropriate policies and procedures for assessment for eligibility for special education services. If eligible, forward all assessment reports to the district of residence.

3. Private schools will:

- a) Refer students for special education instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized.
- b) (For families living within Ventura County SELPA) Direct referrals to the district where custodial parent(s) reside for assessment for eligibility for special education services, regardless of location of private school.
- c) (For families living outside Ventura County SELPA) Direct referrals to the district in which the private school is located for assessment for eligibility.
- d) Participate on an ongoing basis with the district in which they are located to give input on the provision of special education services.

4. The district where parent(s) reside (within Ventura County SELPA) will:

- a) Follow all appropriate policies and procedures for assessment for eligibility for special education services.
- b) For students who have been assessed, found special education eligible, and offered FAPE, but the family continues to enroll the child in the private school, will, with parent permission forward a copy of the IEP to the district where the private school is located.
- c) On an annual basis, may contact the parents to remind them of the offer of FAPE.

B. Guidelines for Services

Each district in the Ventura County SELPA shall spend a proportionate share of federal funds to provide special education and related services to children with disabilities in private schools as to those spent on children in public schools. These funds may not be used for repair, remodeling or construction of private school facilities. Annually the SELPA Assistant Superintendent shall inform each district of the amount of federal special education dollars to be spent on private school students, based on December 1 pupil count.

Each district that has private schools located within its boundaries in the Ventura County SELPA shall develop guidelines regarding the special education and related services to be provided to special education eligible students in private schools. Such decisions shall be made after consulting in a timely and meaningful way with representatives of private school(s) within their boundaries and shall include:

1. Which eligible children may receive services
2. Types of services to be provided (including direct and alternative methods of service delivery)
3. How, where and by whom the services will be provided

Guidelines will be forwarded to the SELPA. SELPA will make a compilation of all guidelines available to all districts within the SELPA.

C. Initial Individualized Education Program (IEP) Team Meeting

When all assessment is completed, the district of residence shall convene the initial IEP team meeting within 60 calendar days, excluding school holidays in excess of 5 days, of receipt of the signed Assessment Plan. Representatives of private schools will be invited, with parent permission.

If the IEP team determines that the student is eligible for special education services, the IEP team shall develop an appropriate IEP for the student, which serves as an offer of FAPE in accordance with federal and state laws and regulations. Such offer shall be recorded on appropriate IEP forms.

If the parent agrees that the IEP would be the appropriate program if the child were enrolled in the public school, the parent initials "yes" to all statements and signs the IEP. If the parent wants to continue to enroll the child in the private school, the "Private School" box will be checked.

If the private school is located within the district of residence, an Individual Service Plan (ISP) will be developed according to district guidelines.

If the private school is located in another district, the district of residence will forward the IEP to that district and inform the family of the process for requesting an ISP.

D. Individual Services Plan (ISP)

The ISP will be developed by the district in which the private school is located, on the SELPA ISP form. The ISP will specify services that the district has determined it will make available, according to its guidelines.

A representative of the private school will be invited to attend the ISP meeting. If the representative of the private school cannot attend the meeting, the district special education case manager will consult with the private school representative by other methods such as sending a copy of the ISP (with parent permission) and/or individual or conference calls.

The services provided pursuant to an ISP may be provided at a private school, including a religious school, to the extent consistent with law. Services must be provided by personnel meeting the same standards as personnel providing the services in public schools. These personnel shall be employees of the district or contractors of the district. However, the Ventura County SELPA and/or the district shall not use federal special education funds to finance the existing level of instruction in a private school or to otherwise benefit the private school or the general needs of other students enrolled in the private schools.

If necessary for the child to benefit from or participate in the services provided pursuant to the ISP, a private school child with a disability must be provided transportation to/from the service location. However, districts are not required to provide transportation from home to the private school. The cost of the transportation may be included in calculating whether the district has met the obligation to spend a proportionate share of federal funds on providing special education and related services to private school children with disabilities eligible for special education services as it spends on its children enrolled in public schools.

Any specialized equipment provided to benefit private school children with disabilities shall remain the property of the district and must be able to be removed without remodeling the private school facility. It shall be returned to the district when no longer required by the child, the child is no longer enrolled in the private school, or removal is necessary to avoid unauthorized use.

The district does not have the responsibility to develop/continue an ISP if:

- a) The proportionate share of federal funds has been expended
- b) The student's needs do not fall within district guidelines for services.

E. Review

If an ISP is developed, it will be reviewed and updated on an annual basis.

1. Annual – A representative of the private school will be invited to participate in the meeting. If three documented attempts to schedule a meeting with the parents are unsuccessful, the ISP review will be held without them. A copy of the new ISP will be sent to the parent and the ISP implemented unless parent declines in writing. A copy will also be sent to the private school, unless the parent indicates otherwise.
2. Reevaluation for eligibility and instructional needs will be considered upon parent or district request.

F. Due Process and Complaints

Parents will be informed that as long as they continue to place their child in a private school their rights for due process are limited.

A school district is NOT required to pay for the cost of educating a child with a disability at a private school (including special education and related services) if the school district made FAPE available to the child and the parents voluntarily elected to place the child in a private school. No parentally placed private school child with a disability has an individual right to receive some or all of the special education and related services that he/she would receive if enrolled in a public school.

Disputes regarding whether a school district made FAPE available to the child via the IEP, as well as disputes about identification and evaluation of parentally-placed private school children with disabilities, may be resolved pursuant to due process procedures specified in the "Parent Rights for Special Education."

Due process procedures DO NOT apply to disputes regarding provision of services specified in the ISP.

Parents have the right to file a complaint alleging a violation by the SELPA or district in implementation of state or federal law on any other issue, according to complaint procedures specified in the "Parent Rights for Special Education."

Private Schools may submit a complaint to California Department of Education if they believe that the district did not:

- Engage in meaningful and timely consultation.
- Give due consideration to the view of the private school official.

G. Record Keeping

1. The district of residence will report through CASEMIS each parentally placed private school student evaluated to determine eligibility for special education services. They also will report each child found eligible.
2. The district where the private school is located will report through CASEMIS each student who is served through an ISP.

VENTURA COUNTY SELPA INDIVIDUAL SERVICES PLAN (ISP) FOR PARENTALLY – PLACED PRIVATE SCHOOL STUDENT

STUDENT NAME: _____

District of Residence: _____

Meeting Purpose:

_____ Initial
_____ Review
_____ Triennial Review

Dates:

Service Plan Meeting Date: _____
Implementation Date: _____

Next Review Date: _____
Triennial Review Date: _____

DOB: _____ Age: _____ Gender: _____

Parent/Guardian: _____

Address: _____

Home Phone: _____

Work Phone: _____

Home Language: _____

Private School: _____

Current Teacher: _____

Home School: _____

District Case Manager: _____

Eligibility: _____

Ethnicity: _____

Student Language: _____

Health Information:

Vision: _____

Hearing: _____

Medication: _____

Parent/Student Concerns:

Summary of Current Educational Performance/Assessment:

Student's Strengths: _____

Student's Needs: _____

Describe how the disability affects his/her involvement in the general education curriculum. _____

This plan will be implemented as written unless parent declines services.

Signatures of Those in Attendance:

Administrator _____ Resource Specialist: _____

Speech-Language Pathologist: _____ Other: _____

Representative of Private School: _____

(If representative did not attend, specify how input was obtained: telephone writing.)

_____ I understand that my child is eligible for special education services and that an IEP will be implemented upon enrollment in public school. I will contact the administrator above if I decide to enroll my child in public school.

_____ I decline any services at this time.

Signature of Parent/Guardian/Authorized Representative

Date

Name: _____

Date of Meeting: _____

Measurable Annual Goal: _____

Objectives/Benchmarks _____

Measurable Annual Goal: _____

Objectives/Benchmarks: _____

Method for informing parent of progress toward goals: Writing Conference Phone Other
Person responsible: _____

Services (frequency, duration, location): _____

Percent of school day student receives special education services outside of general education:

Suggested Accommodations/Modifications of General Education Program: _____

Other (may include transition services for students sixteen and older or transfer of rights at age 18):

Supports for School Personnel as Needed:

Consultation. Area(s) _____
Contact Case Manager to request.

Staff Development. Topics: _____

Contact _____ at (phone) _____ to request.

Guidelines and Procedures for Services to Special Education Students in the Juvenile Justice Facility

Overview

Youth who are incarcerated in the Juvenile Justice facility, whether through detention or commitment, will be educated at the Providence School, which is operated by the Ventura County Office of Education (VCOE). Providence School is a small school serving primarily high school students and a few middle school students.

Class size at Providence never exceeds 15 students. Students are placed in classes according to the unit on which they are living. Unit placement is determined by the Probation Department, and unit placement may frequently change. This means that students may change teachers frequently.

Because of the highly transient population at Providence and the special nature of the school, the General Education teachers at Providence are trained and skilled in differentiation of instruction. Because many of the students attending Providence are behind grade level, the instruction is designed to be accessible to special populations. Providence School offers a full curriculum toward attainment of a high school diploma. Some students may actually graduate with a diploma from the VCOE, others will return to district and graduate there.

The Ventura County SELPA provides Special Education teachers and paraeducators at Providence to provide services to students with IEPs. There is flexibility in the way that the Special Education staff are utilized, based on the census of the day or week. In addition, there is a great deal of support provided at the school by Ventura County Behavioral Health as well as the Probation Department.

The Ventura County SELPA is committed to maintaining close communication between Providence School staff and the home school and district as much as possible. Because placement into Juvenile Facilities is not an educational placement, the district of residence will remain the same during the time the student is incarcerated. This means that the district of residence must remain in close contact with Providence staff regarding the student's progress and service needs.

Because Providence is a highly specialized school with very small class size, many Special Education students will be able to get their special needs met with a reduction of number of minutes of service that is required on a comprehensive high school campus. Other students will continue to need a great deal of specialized attention.

It is our goal that the home school/district and Providence School staff collaborate together to write an IEP that will describe services that are needed while the student is at Providence, as well as those that will be required upon return to home school district. The following guidelines were developed to address that goal.

Procedures

When students come into Providence the first time, and staff become aware during intake that they have an IEP, the VCOE Administrative Assistant for Court and Community Schools will locate the IEP in the IEP software (SESP), contact the district of residence and ask that Providence staff be put on as a Service Provider. District of Residence will remain the same, and the Case Manager from the district of residence will remain the Case Manager. Providence staff will have access to all four SESP servers so that they can access IEPs of students from all sending districts.

Once the level of service in the IEP has been reviewed, the Providence staff in collaboration with the district Case Manager or other representative of the home district will determine if the level of service is appropriate for the type of school and staffing at Providence. If the level of service as indicated in the IEP will be fulfilled, no changes to the IEP will be made.

If it is determined that the student's Special Education goals and services can be met with a different level of service while at Providence, either an Administrative Amendment or IEP Addendum will be developed. Rationale for completing an IEP Addendum rather than an Amendment would be whether or not there will be a substantive change to the IEP. An example of a substantive change would be a student going from a self-contained special education classroom or non-public school to a small group general education classroom at Providence.

The Administrative Amendment/Addendum will note any changes to the level of the service that the student will receive while at Providence. The Administrative Amendment/Addendum will specify that once the student returns to district, the services will revert to the original IEP, if appropriate. If the student returns to Providence at a later date, the Administrative Amendment or Addendum will stand as long as there has not been a review of the original IEP.

The Administrative Amendment will be completed within 2 weeks of receipt of the most recent signed IEP, and sent to the parent for signature. If necessary, Probation staff will be asked to assist in getting the parent signature.

If an Addendum will be developed, Providence staff will arrange for the Addendum meeting to include the district Case Manager. If there are any required IEP team members to be excused from the Addendum meeting, a "Team Member Excusal" form will be completed prior to the meeting. This will be completed within 30 days of receipt of the most recent signed IEP.

At the end of each Providence school quarter, IEP progress reports will be completed for all Special Education students who have been at Providence at least one month. Providence staff will enter progress report data into the SESP software and send the report to parents and Case Manager.

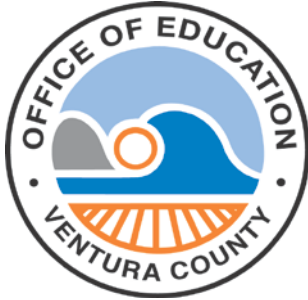
IEP Annual Reviews required for students at Providence will be scheduled by the Providence Staff with district of residence staff in attendance. Providence staff will provide information on progress toward goals. The IEP will stipulate the services the student will receive while attending Providence as well as the services he or she will receive upon return to district.

The School Psychologist assigned to Providence School is responsible for completion of the triennial evaluation if the student is enrolled at Providence School at the time it is due. The School Psychologist will collaborate with parents, a representative from the home school district, and Providence staff when determining the need for new assessment for a triennial evaluation. If determined appropriate, the School Psychologist will begin any new assessment. It may also be determined that it is appropriate to summarize existing sources of data in order to conduct the Triennial Review meeting.

If the student is enrolled at Providence School, the Triennial Review meeting will be scheduled by Providence staff and a representative from the home school district will be in attendance. The School Psychologist will present the findings in the form of either an Assessment Report or Triennial Review Summary, and Providence staff will provide information on progress towards goals and present levels of performance in order to develop the new IEP. If the student withdraws from Providence School prior to the Triennial Review meeting, the School Psychologist assigned to Providence School will contact a representative from the home school district and share any preliminary results from the re-evaluation.

The Case Manager from the home school will remain the Case Manager during the period of detention. If a student is adjudicated and receives a sentence for a term of three months or longer, the Providence Staff will assume Case Manager duties at that time, to be noted on an Administrative Amendment.

As the student is preparing to transition out of Providence, the home district and Providence staff will collaborate regarding exit from Providence. The **Release from Providence Form** will be sent to the representative of the district. If Gateway School is under consideration, an IEP will be held either at Providence, if the student is still enrolled at Providence, or at the home district if the student has been released.



Notification of Release from Providence

To: Director of Special Education –
CASEMIS Clerk

From: Providence School

Student Name:

Date of Birth:

Release Date:

Previous School:

Comments: _____

Please contact Debbie Lopez at 805.383.1921 for CASEMIS questions and Suzanne Reed at 805.981.5805 for questions regarding student.

Ventura County SELPA

Policy: Referral Process for Special Education Students to Gateway Community Schools

Approved: Superintendents' Policy Council – September 26, 2008

Education Code Section 1981 states that the county board of education may enroll pupils in a community school program who meet any of the following criteria:

1. Are expelled from a school district for any reason;
2. Upon the recommendation of a school attendance review board; or by the school district of attendance, upon the request of a pupil's parent/guardian, with the approval of the school district of attendance;
3. On probation or parole and not in attendance in any school;
4. Homeless children

Gateway Enrollment

Gateway School shall serve eligible sixth through twelfth grade special education students when staff has determined that the goals and objectives written on the student's Individualized Education Program (IEP) can be met.

Related Services

It shall be the responsibility of the district of residence to fund/provide related services stipulated on a student's IEP if those services are not available at Gateway School.

Independent Study

Education code section 51745(c) states that independent study cannot be used unless it is stipulated in the student's IEP.

Referral

Member districts of the Ventura County SELPA shall follow the steps outlined below when referring a special education student to Gateway Community Schools.

1. The Gateway Principal or Designee shall be invited to participate in the IEP meeting where referral to Gateway Community School is under consideration. This will also include the Manifestation Determination IEP meetings. If a Gateway staff member is unable to attend the IEP meeting, participation may be via telephone or by providing written information to the IEP team. If Gateway staff are unable to participate, the IEP meeting shall be conducted as planned. If Gateway staff are in attendance and are confident the student can get their needs met at Gateway, the IEP will be developed reflecting Gateway services. If not, the IEP will note on the

additional page that a referral to Gateway will be completed, and an IEP will be developed reflecting services to be provided during the interim.

2. A complete referral packet will be submitted to Gateway. The referral packet shall include:
 - a. A completed Referral Recommendation Form signed by the parent/guardian, student and designee from district of residence.
 - b. The most current IEP. If at the most recent triennial review new assessment was not administered, attach copy of Triennial Review Worksheet.
 - c. The most recent Psychoeducational Assessment reports. If applicable, the Manifestation Determination Review Worksheet.
 - d. The Positive Behavior Support Plan or Behavior Intervention Plan (if applicable). If one does not exist, please indicate why it was not necessary.
 - e. Other psychological, medical and educational records, including all standardized state required assessments (CELDT, CAHSEE, CST)
 - f. The name, phone and e-mail of the district's designated special education contact person.
3. Gateway staff shall notify the referring school district within five days, by phone or e-mail, if the referral packet is not complete. The Gateway staff shall provide to the referring district a list of the missing information that needs to be submitted.
4. Once a completed packet has been received, the referring school district shall be notified within five working days if the Gateway staff does not believe that Gateway is the appropriate setting for the student. A written explanation for the decision will be provided.
5. If the student's IEP stipulates services or materials not available on the Gateway campus, it shall be the responsibility of the referring district to provide and or fund the identified services and materials.
6. Once the student has been accepted, Gateway staff will notify district if child misses two enrollments appointments.

Appeal Process

1. The district of residence shall have the option to challenge the denial of enrollment.

Within five days of the denial of enrollment the district of residence shall request a review meeting with the Ventura County Office of Education, Student Services. If the meeting between the representative of the referring district and the Associate Superintendent does not end in consensus, the referring school district shall have the right to appeal to the Ventura County Office of Education.

2. The referring school district representative and the representative of Gateway School shall meet with the Ventura County Office of Education to resolve the dispute.
3. The Gateway School representative shall present documentation and a rationale as to why Gateway school is not the appropriate educational placement option for the student and the referring district shall have the opportunity to present evidence as to why Gateway is the appropriate placement.
4. The Ventura County Office of Education Superintendent or Designee shall hear all relevant evidence and render a final decision within seven calendar days.

Annual/Triennial Evaluations

If an evaluation is due within 90 days of the student enrollment in Gateway, the referring district is responsible for completing the assessment.

If an evaluation is due beyond 90 days of the student enrollment in Gateway, the Ventura County Office of Education is responsible for completing the assessment.

Student Return to District

District will be provided with a 30 day notice (unless it is an emergency situation) by Gateway Staff if student is being considered for return to district.

Special Education Students may be returned to the district of residence for the following reasons:

1. The student has met the terms of the expulsion (if applicable).
2. The student has completed middle school and is transitioning to high school.
3. The non-expelled student has completed a full semester at Gateway and is deemed ready to return to district by Gateway Staff. "Ready" means on track to graduate *and* behavior or attendance issues have shown significant improvement.
4. The student's educational needs as defined in the IEP are not being met.
5. The student has exhibited severe behavioral or attendance issues and Gateway interventions are not working.
6. The student has committed an expellable offense while enrolled at Gateway.

When considering returning a student to district, Gateway and the district of residence will agree on an appropriate date and time to convene an IEP.

Referral Process for Providence Students

When a student has been enrolled in Providence an IEP must be held prior to referring to Gateway Community School. If the student has been committed to Juvenile Hall, Gateway will be responsible for the IEP. However, if the student has only been detained, the student's home school/district is responsible for the IEP.

VENTURA COUNTY INTERAGENCY AGREEMENT

Between



Ventura County Behavioral Health
Services Health Care Agency

and



Ventura County Special Education
Local Plan Area

Government Code, Chapter 26.5, Division 7, Title 1

California Code of Regulations (CCR) Title 2, Division 9, Chapter 1,

Sections 60000-60610

“Interagency Responsibilities for Providing Services to Pupils with Disabilities”

2009

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REFERRAL PROCESS TO PHOENIX

Complete Referral Packet

- Completed Ventura County Interdistrict Referral Form
- Most recent IEP and addendums (if any) to that IEP
- Most recent Psychoeducational Assessment Report (if within 3 months of the Triennial the referring district will complete the assessment prior to referral).
- Any current OT, PT, Speech Therapy, and/or medical reports
- Any Functional Analysis of Behavior that may have been completed
- 26.5 Eligibility Report
- Transcript (including CAHSEE and STAR testing results)
- Parent Release of Information Form

The referral packet gets sent to both VCBH (attention Steve Sherry) and Phoenix (attention Alan Murray) at:

500 Airport Way
Camarillo, CA 93010

Or FAX to: 805-383-6705

805-388-4288

Once a complete referral packet is received a case conference will be set up within 2 weeks.

Case Conference

The case conference will include the following: current teacher, mental health clinician, and referring district representative.

The following information will be discussed at the case conference:

- Client's strengths (both academic and psychological).
- Areas of need (both academic and psychological).
- Current medications; are medications taken at school?
- Previous school placements.
- What motivates this student?
- Are there any particular "triggers" that we should be aware of? Any dangerous behaviors?
- How will the student benefit from a Phoenix program?

At the end of the case conference the Phoenix staff will determine if the student is appropriate for the Phoenix Program. Within 2 school days the Phoenix staff will notify the referring district if the child will be advised of the teams' decision. If the student is not accepted, the referring district will be notified as to the reason. If the referring district

disagrees with the outcome, a meeting (can be a phone conference) will be set up with the administrative staff of the Phoenix school.

After the student has been accepted to Phoenix, the referring district staff will set up a parent/student tour of Phoenix (in conjunction with Phoenix staff). If the parent agrees to the program an IEP meeting date will be set up by the referring district for a placement IEP (if there are no current openings they will be placed on a wait list). The parent will be given the enrollment packet.

The IEP meeting will formally make a change of placement, set up transportation, and determine a start date. The referring district will be responsible for the IEP paperwork (since the student will not yet be listed in VCOE's SESP program) and bringing the student's current immunization record to the IEP. Since this IEP will be a change of placement, a new IEP cover sheet will need to be generated. If there are goals that are specific to the Phoenix program, our staff will provide the information at the IEP meeting. If the goals are appropriate, they can be continued and the review date will remain the same. The goal is to get the student formally enrolled in the program and not needing to have a 30 day IEP meeting unless the IEP team determines that one is necessary.

**VENTURA COUNTY OFFICE OF EDUCATION
VENTURA COUNTY BEHAVIORAL HEALTH
PHOENIX SCHOOL-INTERDISTRICT REFERRAL FORM**

Referral Date: _____

Referring District: _____ Contact: _____ Phone: (____) _____

Reason(s) for Referral: _____

Type(s) of Interventions Attempted and Whether Successful: _____

Child's Full Name: _____

Date of Birth (Mo/Day/Yr): _____ Age: _____ Sex: _____ Case Number: _____

Ethnicity: _____ Primary Language: _____ Secondary language: _____

Last School Attended: _____ Grade: _____ 26.5: Yes _____ No _____

O.T. Y _____ N _____ Speech TX: Y _____ N _____ Adaptive PE: Y _____ N _____

Star Test Results: _____ CAHSEE Results: Math _____ English _____

Who has educational rights for this youth? _____ Phone _____

Parent/Guardian: _____ Home Phone: _____ Work/ Cell Phone: _____

Address: _____
Number and Street, Apt/Bldg/Other City ZIP

Medi-Cal: Y _____ N _____

SIGNIFICANT HISTORY (CHECK ALL THAT APPLY):

Family / Social: _____

Abuse History: _____

Neglect History: _____

Emotional History: _____

Substance Abuse (please list substances): _____

Is the individual currently using substances? YES NO

Psychiatric Diagnosis (if relevant): _____

Past Suicide Attempts/Dates: _____

Current Psychiatric Medication (please list): _____

Name of Psychiatrist: _____

Developmental Functioning / IQ (please list Full Scale IQ, if known): _____

Currently being treated by a physician (physician's name/number, if known): _____

What medical problems are being treated? _____

****Please include information about any legal issues (minor's or family), and records of psychiatric hospitalizations****

CURRENT BEHAVIOR

Please check all that apply. List others that are not shown if applicable.

- Anxiety
- Assaultive Behaviors
- Cruelty to Animals
- Homicidal ideation
- Other _____
- SIB
- Depression
- Disruptive
- Suicidal Ideation
- Drug / Alcohol Use
- Sexual Acting Out
- Sleep Disturbances / Nightmares

What are the **child's** strengths? _____

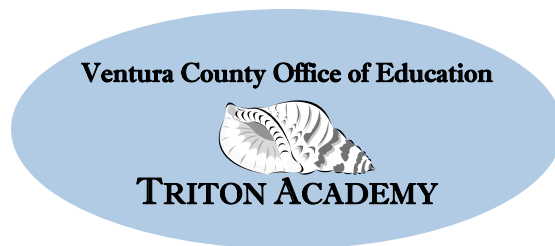
Tell us about the family? _____

What are the **family's** strengths? _____

Other Agencies Involved, name of contact and phone number (check all that apply):

- CPS _____
- Mental Health _____
- Public Health _____
- Ventura County Probation _____
Formal or Informal probation: _____
- School District _____
- Other: _____

Case conference Date: _____
 Accepted: Y _____ N _____
 IEP Date: _____
 Enrollment date: _____



REFERRAL REQUIREMENTS

Referral Information to be provided by the school district of residence:

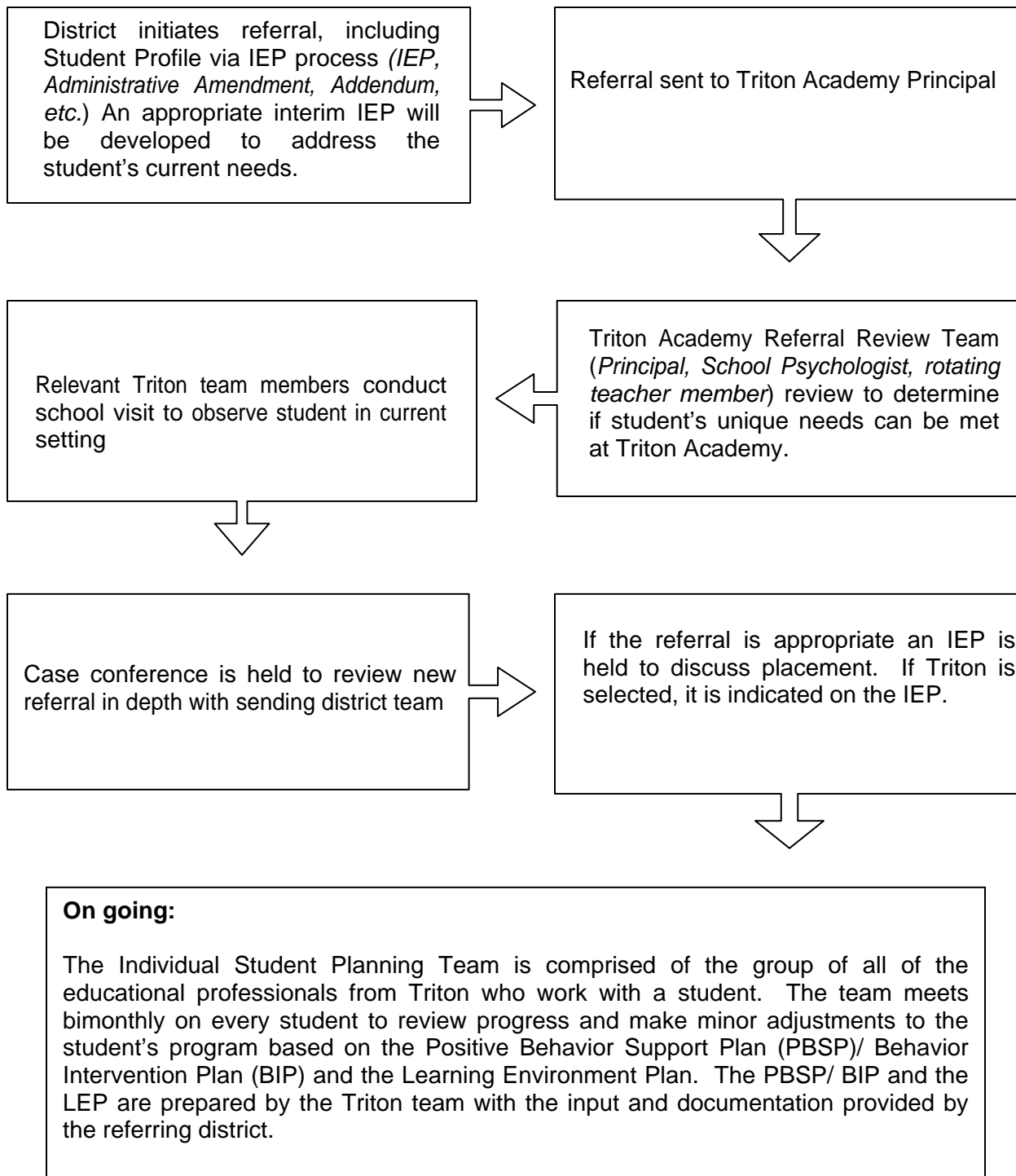
- Cover letter describing student, summarizing reason for the referral and a listing of recent educational placement and services that have been previously provided in an attempt to maintain student in his/her district of residence.
- Special education inter-district referral form with consent to release information, to Ventura County Office of Education/Triton Academy.
- Most recent IEP indicating a referral to Triton Academy.
- Copy of completed Learning Environment Plan.
- Most recent psycho-educational assessment.
- Any other pertinent data such as hospital/medical and other agency reports.
- Current PBSP or BIP with any supporting behavioral assessments (FBA/FAA).

For students who have been identified as 26.5 the packet should also include the following:

- Mental Health Treatment Plan (MHTP) – most recent only.
- Copies of Assessments conducted by mental health.
- Consent/Release of Information to communicate between VCOE and mental health
- Last month of progress notes.

REFERRAL PROCESS

for
Triton Academy



**Triton Academy
Student Profile
CAPA/CMA Level**

Date:

District:

Student Name:

Grade:

Date of Birth:

1. Check appropriate level:

CAPA Level 3		CAPA Level 4		CAPA Level 5		CMA	
--------------	--	--------------	--	--------------	--	-----	--

2. Current Placement:

3. Current Related Services on IEP:

4. Client of TCRC:

Yes		No		
-----	--	----	--	--

5. Please describe significant current behaviors, including intensity, frequency, and duration:

6. Please describe necessary interventions to support positive behavior. Does the student have a behavior plan? If so, what type?

7. Please describe any significant self-help needs as they impact school participation:

8. Please describe any significant sensory concerns as they impact school participation:

9. Please briefly describe student's current academic level and what curriculum is being used/modified (i.e. Houghton Mifflin, Touch Math, Handwriting without Tears):

10. Please provide any additional information to help us get to know this student:

**Triton Academy
Student Profile
Diploma Level**

Date:

District:

Student Name:

Grade:

Date of Birth:

1. Performance level (ex. Advanced, proficient) on the CST 2006-07

Language Arts	
Math	

If applicable, performance on the CAHSEE

Language Arts	
Math	

2. Current Placement:

3. Current Services:

4. List of current courses:

Math		Foreign Language	
ELA		Elective/Work Study	
Science		PE	
History			

5. List of intended courses for 2007-08 academic year:

Math		Foreign Language	
ELA		Elective/Work Study	
Science		PE	
History			

6. Current number of high school credits passed:

7. Check Appropriate:

FAA		FBA		BIP		PBSP	
-----	--	-----	--	-----	--	------	--

8. Please describe significant current behaviors, including intensity, frequency, duration:

9. Please describe necessary interventions to support positive behavior:

10. Please describe any significant self-help needs as they impact school participation:

11. Please describe any significant sensory concerns as they impact school participation:

12. Please provide any additional information to help us get to know this student:

Learning Environment Plan

The Learning Environment Plan is created by a student's Individual Student Planning Team. It outlines important individual learning characteristics in the following areas. Please complete the following with as much detail as possible:

Primary and secondary methods of communication (e.g. oral, PECS, ASL, ext.)

List the child's areas of interest:

Reinforcement systems (please include timing, frequency, and items or activities which are reinforcing to the student)

Non-preferred activities / objects / sensations

Sensory input schedule: frequency, duration, type of input, method of input

List the child's sensory seeking behaviors

List the child's sensory avoidant behaviors

Methods of presentation of the curriculum (please check all that apply)

- Visual
- Auditory
- Kinesthetic
- Work systems
- DTT
- PRT
- Group or individual
- Length of attention span
- Duration of independent work

Type of schedule (inc. examples)