

# The Master Contract – *Did You Know?*



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## INTRODUCTION

Below are some highlights of important sections of the Master Contract. This does not cover the entirety of the document. If you would like to view the full Master Contract document, [please click here](#).



## SECURING THE CONTRACT

- Prior to a Master Contract commencing, the following information should be provided by the NPA/S to the school/LEA:
  - A staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services. Staff at the NPA/S are required to hold a license, certificate, permit, or other document equivalent to that which staff in the school/LEA are required to hold.
  - The California Department of Education (CDE) NPA/S certification letter.
  - Tuberculosis test results for all employees of the NPA/S who are likely to come into contact with students.
  - The California Department of Justice and Federal Bureau of Investigation clearance for all employees of the NPA/S who are likely to be in contact with students.
  - Documentation of insurance (requirements outlined in Master Contract).
- The NPA/S is responsible for the following trainings of its employees:
  - Sexual and Gender Identity Harassment Policy
  - Missing Children Policy
  - Child Protective Services Requirement
  - Crisis Intervention Training
- The NPA/S will hold the LEA harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the service/ placement provided.



## **INDIVIDUAL SERVICE AGREEMENT (ISA)**

- There will be one ISA per student served by the NPA/S.
- Changes to services may only be made by the IEP team. (Education Code § 56366 (a)(3)). Should any IEP services be changed, the ISA must then be updated accordingly.



## **RECORDS**

- The NPA/S will maintain all records for at least five (5) years after the termination of the Master Contract.
- The school/LEA may choose to give the NPA/S access to SEIS, however, is not required to do so.



## **CONTRACT BILLING AND ADMINISTRATION**

- When contracting with an NPA/S (including residential facilities), the school/LEA shall conduct at least one onsite monitoring visit during each school year.
- The NPA/S must maintain their CDE certification. The school/LEA may request that the NPA/S provide their CDE certification letter with each invoice.
- The NPA/S will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including school/LEA policies and procedures.
- The Master Contract may be modified or amended by the school/LEA with a 30-day notice.
- The Master Contract or ISA may be terminated for good cause with a 20-day notice.



## **COMMUNICATIONS REQUIREMENTS**

- All problems and/or concerns reported to parents/guardians, both verbal and written, shall also be provided to the school/LEA.
- The NPA/S must notify the school/LEA within five (5) school days after NPA/S becomes aware of a student's change of residence.

- The school/LEA must be notified within 45 days when staffing changes occur at the NPA/S which may affect the provision of services to the school/LEA's students.
- All notices should be in writing and mailed to the school/LEA to the person and address as indicated on the signature page of the Master Contract.
- The NPA/S must send an incident or accident report to the school/LEA within 24 hours of the incident via email or fax.
- If the student is withdrawn by a parent/guardian, the NPA/S must email or fax a report to the school/LEA immediately and send a written notification within five (5) business days.



## **ATTENDANCE AT MEETINGS**

- Attendance at an IEP meeting is part of the NPA/S's professional responsibility and is not a billable service under the contract. The school/LEA and NPA/S may agree to amend the contract to include IEP meeting attendance.



## **ASSESSMENTS**

- All assessments resulting from an assessment plan shall be conducted by the school/LEA unless the school/LEA specifies in writing a request that NPA/S perform such additional assessment.
- The NPS or residential facility will administer all statewide assessments, as appropriate to the student.



## **PROGRESS REPORTS**

- Unless the school/LEA requests in writing that progress reports be provided on a monthly basis, the NPA/S's shall provide to the dparents/guardians and school/LEA at least four (4) written progress reports/report cards per year.
- The NPA/S will provide supporting documentation used to determine progress or lack of progress on approved goals, objectives, transition plans or BIPs.



## ***NPS STUDENT BEHAVIOR AND DISCIPLINE***

- The NPS must work with the school/LEA to ensure that students who exhibit behaviors that interfere with their learning or the learning of others receive timely and appropriate assessments and positive supports and interventions.
- The NPS must develop a written policy regarding emergency interventions and Behavioral Emergency Reports (BER). Emergency interventions will not be used as a substitute for a Behavior Intervention Plan (BIP) and will not be employed longer than necessary to contain the behavior.
- Upon the use of any type of physical or mechanical restraint or seclusion of a student, NPS shall complete a Behavioral Emergency Report, which shall go to the parents/guardians and the school/LEA within 24 hours. The NPS will schedule an IEP to review the BER and Positive Behavior Interventions and consider development or revisions to the BIP.
- The NPS will maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.
- On a monthly basis, the NPS will provide the school/LEA with a written report of all incidents in which a statutory offense is committed by any school/LEA student, regardless if it results in a disciplinary action of suspension or expulsion.
- The NPS will provide the school/LEA with a written report of all incidents in which a statutory offense is committed by any school/LEA student on a monthly basis, regardless if it results in a disciplinary action of suspension or expulsion.
- When the NPS seeks to remove a student from his/her current educational placement for disciplinary reasons, the NPS will:
  - Immediately submit a written discipline report to the school/LEA to include the student's name; the time, date, and description of the misconduct; the disciplinary action taken and the rationale for such disciplinary action and the BIP (if applicable).
  - Schedule a manifestation IEP team meeting. Both the NPS and the school/LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.
  - Changes in the student's educational program (instruction, services, or placement) may only be made on the basis of revisions to the student's IEP. In the event that the NPS believes the student requires a change of placement, the school/LEA 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/guardian agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate.



## ***NPS PROGRAM REQUIREMENTS***

- The NPS must meet the State Meal Mandate.
- The total number of instructional minutes per school day provided by the NPS shall be at least equivalent to the number of instructional minutes per school day provided to students at the same grade level attending the school/LEA.
- The NPS shall submit their school calendar to the school/LEA with the total number of billable regular school year days (not to exceed 180 days), plus billable extended school year days (equivalent to the number of days determined by the school/LEA's extended school year calendar).
- The total student enrollment should be listed on the CDE certification letter and the NPS is limited to that enrollment number.
- The total student enrollment is also limited to the following:
  - NPS class size should not exceed a ratio of 1:12 (one teacher per twelve (12) students), unless the NPS and school/LEA agree otherwise in writing.
  - With written approval, class size may be temporarily increased to 1:14.
- The NPS will not admit a student on a private pay or tuition free “scholarship” basis and advise the parent(s)/guardian(s) to pursue funding for the placement from the school/LEA through due process proceedings.



## ***LICENSED CHILDREN'S INSTITUTES (LCI)***

- Unless the NPS is an LCI, all services not provided in the school/LEA setting require the presence of a parent, guardian or adult caregiver during the delivery of services.
- If the NPS is also an LCI, the organization will provide the school/LEA with a list of all students, including those identified as eligible for special education on a quarterly basis.



THE  
**ELDORADO SELPAs**  
Special Education Local Plan Areas



800-524-8100  
530-295-2462



530-295-9227



6767 Green Valley Road  
Placerville, CA 95667