



EL DORADO
CHARTERSELPA

Non-Public School/Non-Public Agency Guidelines

Special Education Provider Handbook

November, 2014

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Purpose of Manual

This handbook outlines the policies and procedures for contracted nonpublic, nonsectarian schools (NPS) and agencies (NPA) when the NPA/NPS enters into a Master Contract with a Charter Local Education Agency (LEA). This handbook is designed to ensure that the NPA/NPS is familiar with the policies and procedures with which the LEA, partners of the El Dorado County Charter Special Education Local Plan Area (SELPA), are required to comply.

There are three main components to this manual:

- Section 1: Contractual general provisions for the Non Public School (NPS)/ Non Public Agency (NPA)
- Section 2: Policies related to the contractual relationship between the Charter LEA and the NPS/NPA
- Section 3: Appendix

El Dorado County Charter SELPA

Value Statement

The El Dorado County Charter SELPA (hereinafter referred to as the Charter SELPA) and its partnering Charter local education agencies (LEA) effectively and efficiently support the implementation of appropriate and compliant special education services to ensure a free, appropriate public education (FAPE) is being provided to all eligible students in their least restrictive environment (LRE).

As a result, the relationship between the El Dorado County Charter SELPA, Charter local education agency and the NPA/NPS is a unique one. While the El Dorado Charter SELPA provides a vehicle through which federal and state special education funding is disbursed to Charter LEAs; each Charter LEA retains responsibility and liability for providing the provisions of special education services to the students that they serve.

Often, a Charter LEA may not have the number of special education students enrolled at their school site to warrant employing a full-time special education provider. As a result, the Charter LEA may choose to enter into a Master Contract with an NPS/NPA for the purpose of providing special education and/or related services to students with exceptional needs. In circumstances such as this, the insistence upon high provider quality is paramount to a student's success.

Contractual General Provisions

Local education agencies (LEAs) throughout the state utilize non-public schools (NPS) and non-public agencies (NPA) to provide educational placements and services to students who receive special education services. The following highlighted provisions and policies will alert the contracting NPS/NPA and the Charter LEA to their obligations when entering into a Master Contract to provide educational placements and services to special education students.

NPA/NPS Definitions

- A nonpublic, nonsectarian agency (NPA) is a private, nonsectarian establishment or individual that provides related services necessary for a pupil with exceptional needs to benefit educationally from the pupils' individualized education program (IEP). This does **not** include an organization or agency that operates as a public agency or offers public service, including, but not limited to, a state or local agency, an affiliate of a state or local agency, including a private, nonprofit corporation established or operated by a state or local agency, a public university or college, or a public hospital.
- A nonpublic, nonsectarian school (NPS) means a private, nonsectarian school, certified by the department, that individuals with exceptional needs attend and/or receive specialized academic instruction, pursuant to an individualized education program. It does **not** include an organization or agency that operates as a public agency or offers public service, including, but not limited to, a state or local agency, an affiliate of a state or local agency, including a private, nonprofit corporation established or operated by a state or local agency, or a public university or college. A nonpublic, nonsectarian school also shall meet standards as prescribed by the Superintendent and board.

California Department of Education Certification

All nonpublic, nonsectarian entities that intend to enter into a Master Contract with a LEA shall be certified by the California Department of Education (CDE) as a nonpublic, nonsectarian school/agency.

In order to obtain this certification, the nonpublic, nonsectarian entity shall file an application with the CDE and include the following:

- A description of the special education and designated instruction and services provided to individuals with exceptional needs.
- A list of appropriately qualified staff, a description of the credential, license, or registration that qualifies each staff member rendering special education or designated instruction and services to do so, and copies of their credentials, licenses, or certificates of registration with the appropriate state or national organization that has established standards for the service rendered.

- An annual operating budget.
- Affidavits and assurances necessary to comply with all applicable federal, state, and local laws and regulations that include criminal record summaries required of all nonpublic, nonsectarian school or agency personnel having contact with minor children under Section 44237.

In addition, initial NPS/NPA and renewal applicants are required to provide the geographic Special Education Local Plan Area (SELPA), in which the applicant is a member, with written notification of the applicant's intent to seek certification to provide related services for individuals with exceptional needs.

For additional information pertaining to the completion of the NPS and/or NPA application documents for certification or annual recertification, please visit the California Department of Education's [New or Renewal NPS/NPA Application](http://www.cde.ca.gov/sp/se/ds/npsgeninfo.asp) website at <http://www.cde.ca.gov/sp/se/ds/npsgeninfo.asp>.

CDE Certification Confirmation

To confirm if an NPS/NPA has obtained certification please review the "[California Nonpublic, Nonsectarian Schools and Agencies Certification Data Worksheet](http://www.cde.ca.gov/sp/se/ds/)," available on the Department's [Data Collection & Reporting](http://www.cde.ca.gov/sp/se/ds/) website at <http://www.cde.ca.gov/sp/se/ds/>.

Master Contract

A Local Education Agency (LEA) is required to develop and enter into a written agreement (Master Contract) to specify the general administrative and financial agreements in providing special education related services to students enrolled at the LEA who have an Individual Education Plan (IEP). Please note: A current copy of the NPS/NPA certification shall be provided to the LEA on or before the execution of the Master Contract.

The term of the Master Contract, unless otherwise specified, is one school year (July 1 – June 30 of subsequent year). The Master Contract may be amended only by written amendment executed by both parties however the LEA may modify procedures from time to time without the consent of the NPA/NPS. The terms for indemnification and hold harmless are described in the Master Contract document.

Individual Service Agreement (ISA)

Upon completion of a Master Contract agreement, an NPS/NPA shall also submit an Individual Services Agreement (ISA) for each LEA student served by the NPS/NPA to the LEA. An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. Any and all changes to an LEA student's educational placement/program provided under the Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. In the event that the NPS/NPA is unable to provide a specific service at any time during the life of the ISA, the NPS/NPA shall notify the LEA in writing within five business days of the last date a service was provided.

The ISA shall acknowledge the NPS/NPA's obligation to provide all services specified in the student's Individual Education Plan (IEP) within ninety days of the student's enrollment. Services shall be provided consistent with the area of certification specified by the CDE NPS/NPA certification data worksheet, as defined in California's Education Code Section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. Should the NPS/NPA desire to subcontract for special education and/or related services pursuant to this Master Contract; they shall provide written notification to the LEA before subcontracting and procure and maintain insurance during the term of each subcontract.

The Master Contract or Individual Service Agreement may be terminated for cause. To terminate the contract either party shall give twenty days prior written notice. At the time of termination, the NPS/NPA shall provide the LEA any and all requested documents under this Master Contract.

Finally, the Master Contract shall be null and void if CDE certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of the Master Contract.

Appendix:
2013/2014 Individual Service Agreement Template

Maintenance of Records

All records shall be maintained by the NPA/NPS as required by state and federal laws and regulations. The NPA/NPS shall maintain all records for at least five years after the termination of the Master Contract. The records to be maintained are identified and defined in the Master Contract.

The NPA/NPS shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. The NPA/NPS shall maintain a current list of the names and positions of employees who have access to confidential records and an access log for each LEA student's records. The access log shall be maintained 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.

The NPA/NPS shall grant parents access to student records and comply with parents' request for copies of student records, as required by state and federal laws and regulations. Similarly, the NPS/NPA shall provide copies of student records to the LEA within five business days of the receipt of the request.

Lastly, in the event of agency closure, the NPA/NPS shall forward the LEA all student records within ten business days. These shall include, but not be limited to, current transcripts, IEP/IFSPs and reports.

Policies Related to Contractual Relationships

The following highlighted policies ensure that the NPS/NPA and the Charter LEA are meeting all requirements for professionals that work with public school students.

Educational Program

Individuals with Disabilities Education Act (IDEA)

The Individuals with Disabilities Education Act (IDEA) is the United States' special education law. It originated in 1975 with PL-94-142, in order to support equal access to education for students with disabilities. It also provides access to federal funding. Additionally, IDEA requires that students be provided a free and appropriate public education (FAPE) in the Least Restrictive Environment (LRE).

There are three parts to the IDEA (Part A, B and C). Each part of the act addresses specific areas. Part A identifies the vocabulary and definitions of the act as well as the purpose. Part B specifically addresses the education required for students, funding, evaluations for Special Education, determination of eligibility, Individualized Education Programs (IEPs) and the placement required for a student with disabilities. Part C specifically addresses the early intervention services from children from birth through Age 3. At this time, charter schools are not currently authorized to serve students in infant or preschool programs.

Free and Appropriate Public Education (FAPE)

The Charter LEA shall provide the NPA/NPS with a copy of the Individual Education Plan (IEP) and Individual Transition Plan (ITP) of each LEA student served by NPA/NPS. The NPA/NPS shall provide each LEA student with special education related services (including transition services) consistent with the IEP and as specified in the Individual Service Agreement (ISA).

Least Restrictive Environment (LRE)

Least Restrictive Environment (LRE) refers to “the maximum extent appropriate, students with disabilities be educated with typically developing peers, and that special classes, separate schooling or other removal of students from the general education environment occurs only if the nature or severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily.”

The NPA/NPS shall follow all Charter LEA policies and procedures that support Least Restrictive Environment options and/or Dual Enrollment options for students to have access to the general education curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

General Program of Instruction

All NPA/NPS services shall be provided consistent with the area of certification specified by California Department of Education (CDE) Certification. The NPA/NPS general program of instruction shall be described in writing and provided to the Charter LEA prior to the effective date of the Master Contract. Please see the Master Contract for full program descriptions.

Instructional Minutes

The total number of minutes per school day provided by NPA/NPS shall be specified in the Charter LEA student's Individual Service Agreement (ISA) developed in accordance with the LEA student's IEP.

Class Size & Calendars

Please reference the Master Contract regarding class size specifications and calendar requirements for a NPA/NPS. Please note: The specifications and requirements differ depending on the Master Contract that has been presented.

Data Reporting

The NPA/NPS shall agree to provide all data related to student information and billing with the Charter LEA. It is understood that the NPA/NPS will utilize the Special Education Information System (SEIS) approved by the Charter LEA and SELPA for all IEP development/planning and progress reporting. Please note: The Charter LEA may require additional data reporting. The SELPA shall provide annual trainings for any contracting NPA/NPS to assure access to the approved system. The NPA/NPS shall maintain confidentiality of all IEP data on the web-based system and shall protect the password requirements of the system.

Statewide/LEA Achievement Testing

Please reference the Master Contract regarding Statewide Achievement/LEA Testing administration requirements for an NPA/NPS and contact the contracting Charter LEA for procedures/policies on required Statewide/LEA Assessments.

Please note: The specifications and requirements differ depending on the Master Contract that has been presented.

Positive Behavior Interventions

NPA/NPS shall comply with legal requirements regarding positive behavior interventions including, but not limited to: the completion of Functional Behavioral Assessments (FBA); the development, implementation, monitoring, supervision, modification, and evaluation of Behavior Intervention Plans (BIP); and emergency interventions.

Student Discipline

The NPA/NPS shall maintain and abide by a written policy for student discipline that is consistent with state and federal laws and regulations. If a NPA/NPS seeks to remove a Charter LEA student from his/her current placement (in-house suspension, suspension and/or expulsion) the NPA/NPS shall immediately submit a written discipline report to the Charter LEA. Please reference the Master Contract for a list of discipline report contents.

IEP Meeting

The IEP team, consisting of appropriate team members, shall be convened at least annually to evaluate the educational progress of each LEA student. The NPA/NPS and Charter LEA shall participate in all IEP team meetings regarding students for whom an Individual Services Agreement (ISAs) has been or may be executed.

At any time during the term of the Master Contract, the parent, the NPA/NPS, or the Charter LEA may request a review of the student's IEP. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, NPA/NPS, and Charter LEA. The NPA/NPS shall provide to Charter LEA assessments and written assessment reports by service providers upon request. It is understood that attendance at an IEP meeting is part of the NPA/NPS professional responsibility and is not billable service under the Master Contract.

Each LEA student and/or legal guardian who has education rights shall be allowed to provide confidential input to representatives of his or her IEP team. If no parent or guardian can physically attend the IEP team meeting, the IEP team shall use other methods to ensure parent or guardian participation, including participation by conference call. If the parents are unable and/or unwilling to attend, the NPA/NPS and Charter LEA shall maintain a written record of all attempts to arrange a mutually agreed upon time and place to hold the IEP meeting. The NPA/NPS and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

If there are any concerns about the student, please ensure that there is ample communication between the Charter LEA and NPA/NPS prior to the IEP meeting so that the concern(s) can be appropriately discussed during the IEP meeting.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, may only be made on the basis of revisions to the student's IEP. In the event that the NPA/NPS believes the student requires a change of placement, the NPA/NPS may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. The student is entitled to remain in the last agreed upon and implemented IEP placement unless the student's guardian provides consent to a revised offer of FAPE or an interim alternative educational setting (IAES) is deemed lawful and appropriate by the Charter LEA or OAH.

IEP Content

The types of IEPs and IEP contents are dictated by the state and federal law. If you have questions or concerns regarding the contents of an IEP please contact the contracting Charter LEA.

In addition, you may reference the El Dorado County Charter SELPA [Procedural Guide](http://www.edcocharterselpa.org/special-education-program-support/what-we-do/resources) located on the SELPA's website: <http://www.edcocharterselpa.org/special-education-program-support/what-we-do/resources>

Progress Monitoring, Report Cards and Evaluations

Part of the IEP meeting also includes a discussion of the progress on annual goals and objectives. The NPA/NPS is responsible for providing, at minimum, four written progress reports/report cards each year. The NPA/NPS shall also 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/posttests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or Behavior Intervention Plans (BIP) to the Charter LEA.

A NPA/NPS shall complete academic and other required assessments of the LEA student and provide supporting documentation, such as test protocols and data collection, to the Charter LEA upon request.

Please note: The NPA/NPS may not complete a formal evaluation without receiving a signed Assessment Plan (AP) from the LEA student's parent/guardian.

Complaint Procedures and Due Process Proceedings

The NPA/NPS shall fully participate in special education due process proceedings including mediations and hearings, as requested by Charter LEA. The NPA/NPS 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.

Personnel

Clearance Requirements

The NPA/NPS shall comply with the requirements of the California Education Code to obtain clearance from the California Department of Justice and the Federal Bureau of Investigation for all NPA/NPS employees and volunteers until the NPA/NPS determines that the volunteer will have no contact with the Charter LEA students. Contracted NPS sites outside of California shall meet the same requirements for their state.

Staff Qualifications

The NPA/NPS shall ensure that all individuals employed, contracted, and/or otherwise hired by NPA/NPS 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 as defined in the Master Contract. 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.

When contracting for Specialized Academic Instruction (SAI), the NPS shall ensure that each special education teacher meets the Highly Qualified Teacher (HQT) requirements and holds a full California Commission Teacher Credential (CCTC) authorizing instruction to students with the disabling conditions placed in the teacher's classroom.

A NPA/NPS shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants. The NPA/NPS shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

The NPA/NPS shall provide the Charter LEA with updated information regarding the status of licenses, credentials, permits and/or other documents within 30 days of known changes.

Staff Absence

When the NPA/NPS's service provider is absent, the NPA/NPS shall provide a qualified substitute, unless LEA provides appropriate coverage in lieu of the NPA/NPS's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The Charter LEA will not pay for services unless a qualified substitute is provided and/or the NPA/NPS 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. The NPA/NPS shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by the NPA/NPS and authorized Charter LEA representative.

Health and Safety

Mandatory Reporting of Child Abuse and Neglect

The California Penal Code defines who qualifies as a "mandated reporter". This definition includes classified and certificated school site employees and contractors. As a result, NPA/NPS shall verify and annually train all necessary staff members, including volunteers, so that they are familiar with and agree to adhere to its child and dependent adult mandatory reporting obligations and procedures.

The NPA/NPS shall provide to the Charter LEA, written documentation for each individual volunteering, employed, contracted, and/or otherwise hired by the NPA/NPS of such compliance before the individual comes into contact with a Charter LEA student.

Fingerprinting of Staff

As required by California State Law, an individual who has been convicted of serious and/or violent crime is precluded from employment or volunteer service in California's public schools. An individual who is awaiting trial for serious and/or violent crimes is also precluded from rendering service in California public schools until the matter has been legally concluded.

As a result, California law requires all public school employers to secure criminal background clearance for each new employee. The Live Scan program overseen by the California Department of Justice provides an automated service for criminal history background checks. The Master Contract requires the NPA/NPS to provide the Charter LEA with the verified dates of fingerprint clearance and the Department of Justice clearance.

The NPA/NPS may obtain a Live Scan locally at law enforcement offices and County Offices of Education. Once you are fingerprinted, the time to receive clearances may vary. An approximate time frame is one or two weeks. The information provided by the Department of Justice to each employer regarding your previous criminal history information is confidential. As a result, this information may not be shared between employers AND therefore, each new employer must obtain clearance.

Tuberculosis Requirements

The California Health and Safety Code required all school site employees, including NPS/NPA staff, to show proof of the absence of Tuberculosis (TB). The Master Contract requires the NPA/NPS to provide the Charter LEA with Tuberculosis clearances.

Please note: TB clearances are valid for four years and only those persons with documented, positive skin tests may submit certificates to prove absence of active TB which may or may not include a chest x-ray (California *Health and Safety Code* sections 121525-121555).

Facilities and Service Provider Location

The Master Contract requires the NPA/NPS to provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity.

Therefore, it is important that each NPA/NPS and Charter LEA work together to use professional judgment, taking into consideration the Family Educational Rights and Privacy Act (FERPA), when determining the environment which would enable a student to benefit from the special education related service(s) being provided.

Administration of Medication

When a NPA/NPS services a Charter LEA student that is required to take prescription and/or over-the-counter medication during the school day, the NPA/NPS shall obtain the following:

- A written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken.
- A written statement from the parent, foster parent, or guardian of the pupil indicating the desire that the school district assist the pupil in the matters set forth in the statement of the physician and surgeon or physician assistant.

--California Education Code Section 49423

Incident/Accident Reporting

The Master Contract requires the NPA/NPS to submit any accident or incident report electronically and by U.S. Mail to the Charter LEA within 24 hours of the accident or incident.

Sexual Harassment

The NPA/NPS 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 NPA/NPS's policy, as well as federal and state law.

Reporting of Missing Children

The NPA/NPS shall ensure that all NPA/NPS staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children to a law enforcement agency in a timely manner as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA.

Financial

Enrollment, Contracting, Service Tracking, Attendance Reporting & Billing Procedures

The NPA/NPS shall assure that the school has the necessary financial resources to provide an appropriate education for the Charter LEA students enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

All students being considered for NPA/NPS services shall comply with the Charter LEA procedures concerning enrollment, contacting, attendance reporting, and service tracking.

The NPA/NPS shall be paid for the provision of special education and/or related services specified in the Charter 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 in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

The NPA/NPS shall maintain separate registers for each related service provided to the Charter LEA and original attendance forms 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 Charter LEA during the effective period of the Master Contract and for a period of five (5) years thereafter.

The Master Contract requires the NPA/NPS to submit invoices and related documents to the Charter LEA for payment, each calendar month when education or related services were provided as required. The minimum requirements for information submitted on the invoice are defined in the Master Contract. There should be ongoing communication between the charter school and the NPA/NPS to ensure that billing policies are being followed according to policy. In the event services were not provided, rationale for why the services were not provided shall be included.

Right to Withhold Payment

The Charter LEA may withhold payment to the NPA/NPS when: (a) the NPA/NPS has failed to perform, in whole or in part, under the terms of this contract; (b) the NPA/NPS has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) the NPA/NPS was overpaid by Charter LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) the NPA/NPS has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to Charter LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) the Charter LEA has not received prior to school closure or contract termination, all documents concerning one or more Charter LEA students enrolled in the NPA/NPS's educational program; (g) the NPA/NPS 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 the Charter LEA within five (5) days of such confirmation; or (h) the NPA/NPS receives payment from Medi-Cal or from any other agency or funding source for a service provided to a Charter LEA student. The amount which may be withheld by the Charter LEA is defined in the Master Contract.

Final payment to NPA/NPS 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 Charter LEA until completion of a review or audit, if deemed necessary by the Charter LEA.

If the Charter LEA determines that cause exists to withhold payment to the NPA/NPS, the Charter LEA shall, within ten (10) business days of this determination, provide written notice to the NPA/NPS that the Charter LEA is withholding payment.

Payment from Outside Agencies

The NPA/NPS shall notify the Charter 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 Charter LEA students.

Payment for Absences

Staff Absence:

When NPA/NPS's service provider is absent, the NPA/NPS shall provide a qualified substitute, unless the Charter LEA provides appropriate coverage in lieu of the NPA/NPS's service providers. The Charter LEA shall not pay for services unless a qualified substitute is provided and/or the NPA/NPS 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. The NPA/NPS shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by the NPA/NPS and Charter LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

Student Absence:

The NPA/NPS shall notify the Charter LEA of the absence of a Charter LEA student no later than the fifth consecutive service day of the student's absence, or as specified in the LEA Procedures. The Charter LEA may not be responsible for the payment of services when a student is absent depending on stipulations in the master contract.

Inspection and Audit

The NPA/NPS shall maintain and the Charter 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 the Master Contract.

The NPA/NPS shall provide the Charter LEA with access to all records as defined in the Master Contract and such access shall include unannounced inspections by the Charter LEA. All records shall be provided to the Charter LEA within five (5) working days of a written request from the Charter LEA. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the Charter LEA, unless the Charter LEA agrees to the use of the electronic format.

If an inspection, review, or audit by the Charter LEA, a state agency, a federal agency, and/or an independent agency/firm determines that NPA/NPS owes the Charter LEA monies as a result of NPA/NPS's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the Charter LEA shall provide written notice to the NPA/NPS demanding payment and specifying the basis or bases for such demand.

Rate Schedule

The Master Contract rate schedule (Exhibit A attached to the Master Contract) may limit the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services.

Appendix

Non-Public School (NPS)/Non-Public Agency (NPA) Annual Timeline

July 1st

- Review student IEPs for upcoming school year to identify services that shall be provided by an NPS/NPA.
- Identify potential NPS/NPA that the LEA could contract with—Verify NPS/NPA has “Approved” certification status and the certification expiration date on CDE’s NPS/NPA data worksheet.
- Request and obtain a copy of NPS/NPA’s school certification or waiver.
- Obtain current Master Contract document from the SELPA office and present to NPS/NPA.
- Once Master Contract is signed, obtain an ISA for each special education student who will receive services from NPS/NPA.
- *Ongoing: ISA shall be in place within 90 days of an LEA student’s enrollment.

November 1st

- *Ongoing: ISA shall be in place within 90 days of an LEA student’s enrollment.
- If the NPS/NPA certification will expire in the same calendar year—Request a copy of the NPS/NPA’s Certification Renewal Application and confirmation that it was submitted to CDE by October 31st.

December 1st

- *Ongoing: ISA shall be in place within 90 days of an LEA student’s enrollment.
- Verify that the NPS/NPA continues to have “Approved” certification status on CDE/s NPS/NPA data worksheet. If the NPS/NPA certification has changed—contact the NPS/NPA immediately to inquire.

June 1st

Special Education Timelines

In California

Service	Timeline	Exceptions/Considerations	Regulation
Initial Assessment and IEP Development			
Proposal of Assessment Plan (AP) for Initial Assessment. <i>* Attach Procedural Safeguards to AP.</i>	15 calendar days from date of referral.	<ul style="list-style-type: none"> ▪ Exception for school breaks in excess of 5 schooldays. ▪ If referral is received 10 days or fewer before end of school year, then due within first 10 days of next school year. 	<p>EC 56043(a)</p> <p>EC 56321(a)</p>
IEP team meeting to review initial assessment.	60 calendar days to determine the student's eligibility and areas of need after receipt of parent consent to assessment plan.	<ul style="list-style-type: none"> ▪ Student enrolls in another LEA. ▪ Student not made available. ▪ No exception for school breaks in excess of 5 days. <p><i>Recommendation: Complete the student's initial IEP in its entirety within the 60 days.</i></p>	<p>EC 56043(c)</p> <p>EC 56302.1</p>
IEP Meetings			
Annual IEP review.	Not to exceed 12 months (365 days) from the date of the last IEP.	N/A	<p>EC 56043(d), (j)</p> <p>EC 56343(d)</p> <p>EC 56380</p>
IEP team meeting to review re-assessments including triennials.	60 calendar days after receipt of parent consent to assessment plan (AP) OR triennial due date— Whichever comes first.	<ul style="list-style-type: none"> ▪ Exception for school breaks in excess of 5 schooldays. ▪ If referral is received 30 days or fewer before end of school year, then due within first 30 days of next school year. 	<p>EC 56043(f)(1)</p> <p>EC 56343(a)</p> <p>EC 56344(a)</p>
Parent requests an IEP team meeting.	30 calendar days after written request from parent for IEP team meeting.	<ul style="list-style-type: none"> ▪ Exception for school breaks in excess of 5 schooldays. ▪ For verbal request from parent, LEA must direct parent to make a written request 	<p>EC 56043(I)</p> <p>EC 56343.5</p>

IEP to review student's lack of progress on IEP goals.	No specific timeline.	<i>Recommendation: Convene the IEP team within 30 days after determining that the student is demonstrating a lack of progress.</i>	EC 56343(b)
Notify parents of the IEP team meeting and send IEP meeting notice.	Early enough to ensure an opportunity to attend the meeting.	<i>Recommendation: At least 10 schooldays prior to the meeting date.</i>	EC 56043(e) EC 56341.5(b)
Notice of Procedural Safeguards.	<ul style="list-style-type: none"> ▪ Inform parent(s) of procedural safeguards at "each" IEP meeting. ▪ Give a copy of the notice to parent(s) at least once each school year. 	N/A	EC 56500.1 34 CFR 300.504
Implement the IEP.	As soon as possible after receipt of parent consent to the IEP.	N/A	EC 56043(i) EC 56344(b)
Progress reports on IEP goals provided to the parent(s).	Per the IEP.	<i>Recommendation: At least as often as general education progress reports.</i>	EC 56345(a)(3)
Re-Assessments			
Triennial eligibility review.	Every 3 years based on the date of the last triennial review.	<ul style="list-style-type: none"> ▪ May occur more often if needed, but no more than once per a year unless the team agrees. ▪ Parent and LEA may agree in writing that triennial assessments are not necessary and may also agree to limit the scope of the review. 	EC 56043(k) EC 56381
		<i>Recommendation: Begin the triennial assessment process at least 60 days prior to the triennial review.</i>	

Proposal for re-assessment.	15 calendar days from the date of referral.	<ul style="list-style-type: none"> ▪ Exception for school breaks in excess of 5 schooldays. ▪ If referral is received 10 days or fewer before end of school year, then due within first 10 days of next school year. 	EC 56043(a) EC 56321(a)
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Individual Transition Plans (ITP)

Individual Transition Plan (ITP)	Must be in the IEP when student turns age 16.	Must be reviewed annually.	EC 56043(g)(1),(h) EC 56341.5(e) EC 56345(a)(8)
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Student informed of transfer of rights at age 18.	Must be in IEP when student turns age 17.	<i>Recommendation: Provide additional notice upon the student turning age 18.</i>	EC 56041.5 EC 56043(g)(3) EC 56345(g)
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Notice to parent(s) of student’s graduation from high school with diploma.	“Reasonable prior written notice” must be provided.	N/A	EC 56500.5
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Independent Educational Evaluation (IEE)

Respond to request for IEE.	No specific statutory timeline, but should respond without unnecessary delay	<i>Recommendation: 10-15 calendar days after request for an IEE from parent(s).</i>	34 CFR 300.502(b)
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Discipline

Provide parent(s) with notice of change of placement and copy of procedural safeguards.	Decision is made to remove student for disciplinary purposes for 10 or more schooldays.	Refer to 34 CFR section 300.530	34 CFR 300.530(h)
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Conduct a manifestation determination review.	Within 10 schooldays after the decision is made to remove the student for disciplinary purposes 10 or more school days.	Refer to 34 CFR section 300.530	34 CFR 300.530(e)
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Student Records/Records Request

Provide parent(s) with copies of student records.	After an oral or written request from parent(s): Within 5 business days and before any IEP meeting or resolution session.	N/A	EC 56043(n) EC 56504
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Provide new LEA with special education records.	5 business days after request from new LEA for records.	N/A	EC 56043(o)
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Special Education Acronyms

Acronym	Full Form
AAC	Alternative Augmentative Communication
ADA	Average Daily Attendance
A.D.A	Americans with Disabilities Act
ADD	Attention Deficit Disorder
ADHD	Attention Deficit Hyperactivity Disorder
ALPI	Alternate Language Performance Instrument
APE	Adapted Physical Education
ASD	Autism Spectrum Disorder
AT	Assistive Technology
AYP	Adequate Yearly Progress
BIP	Behavior Intervention Plan
CAC	Community Advisory Committee
CAHSEE	California High School Exit Exam
CAPA	California Alternate Performance Assessment
CAPD	Central Auditory Processing Disorder
CBA	Curriculum Based Assessment
CBM	Curriculum Based Measurement
CCR	California Code of Regulations
CCS	California Children's Services
CDE	California Department of Education
CELDT	California English Language Dominance Test
CFR	Code of Federal Regulations
DHH	Deaf and Hard of Hearing
DOB	Date of Birth
DOR	District of Residence
DSS	Department of Social Services
EC	Education Code
ECE	Early Childhood Education
ED	Emotional Disturbance
ELL	English Language Learner
ESY	Extended School Year
FAPE	Free Appropriate Public Education
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
HIPAA	Health Insurance Portability and Accountability Act
ID	Intellectual Disability
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
ITP	Individual Transition Plan
LCI	Licensed Children's Institute
LEA	Local Education Agency

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

2014-15

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency					
Address				Address					
City, State Zip				City, State, Zip					
LEA Case Manager				Phone		Fax			
				e-Mail					
Student Last Name		Student First Name		Program Contact Name					
				Phone		Fax			
D.O.B.		I.D. #		e-Mail					
Grade Level		Sex	() M () F	Education Schedule – Regular School Year					
Parent/ Guardian Last Name		Parent/ Guardian First Name		Number of Days		Number of Weeks			
				Education Schedule – Extended School Year					
				Number of Days		Number of Weeks			
Address				Contract Begins		Contract Ends			
City, State, Zip				Master Contract Approved by the Governing Board on:					
Home Phone		Business							

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
	A. BASIC EDUCATION								
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A									
b. Reimburse parent									
2. Counseling a. Group									
b. Individual									
c. Family									
3. Adapted P.E. a. Group of _____									
b. Individual									
4. Speech/Language a. Group of _____									
b. Individual									
c. Consultation									

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

2014-15

(Education Code Sections 56365 et seq.)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School/Agency)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Licensure Requirements for Personnel Providing Related Services and Additional Personnel Requirements for Services to Qualify for Reimbursement Under the Local Educational Agency Medi-Cal Billing Option Program

California state law provides an array of options for employing staff to provide related services. All staff are required to be appropriately licensed or otherwise qualified by law to provide the related services to which they are assigned. However, depending on the specific duties of their assignment, the context in which they work, and the means by which their services are funded, specific staff requirements may apply. This chart provides information to employers concerning licensure requirements and options for some of the related services identified in state and federal law, including licensure requirements for local educational agency (LEA) employees, and additional requirements which must be met in order for services to be reimbursable under the LEA Medi-Cal Billing Option Program. (Given differences in terminology and staffing options, the Medi-Cal Specialty Mental Health Services Waiver Program is addressed in other guidance documents.) **This chart is only a guide. LEAs should review specific licensure authorizations to ensure that individuals are authorized to serve in their specific assignments.**

Service	Licensure Requirements for LEA or Nonpublic Agency Employees	Additional Staff Requirements for Reimbursement under the Medi-Cal LEA Billing Option
Counseling and Guidance – Includes educational counseling; career counseling; personal counseling; or counseling with parents and staff members on learning problems and guidance programs for students. See <i>California Code of Regulations (CCR)</i> , Title 5, Section 3065(f)(1) for the complete definition of this service. ♦	Licensed Marriage and Family Therapist (MFT) (or intern under appropriate supervision) ¹	Marriage and Family Therapist: Must also have a Pupil Personnel Services (PPS) credential issued by the California Commission on Teacher Credentialing (CTC), or be certified as a nonpublic agency (NPA). ^{2,3,4} MFT Intern: Not reimbursable.
	Licensed Clinical Social Worker (CSW) (or Associate CSW under appropriate supervision) ¹	Must also have a PPS: Social work credential or health services credential issued by CTC, or be certified as an NPA. ^{3,4}
	Licensed Educational Psychologist ¹	Must also have a PPS: School psychology credential issued by the CTC. ³
	Licensed Psychologist ¹	Must also have a PPS: School psychology credential or health services credential issued by the CTC, or be certified as an NPA. ^{3,4}
PPS Credential in School Counseling or School Psychology ²	PPS School Counseling: Not reimbursable. PPS School Psychology: No additional requirements.	

¹ Issued by the Department of Consumer Affairs (DCA): 800-952-5210, or <http://www.dca.ca.gov> (Outside Source).

² Issued by the Commission on Teacher Credentialing (CTC): 916-327-3166, or <http://www.ctc.ca.gov> (Outside Source).

³ Required for reimbursement under the Local Educational Agency Medi-Cal Billing Option.

⁴ For restrictions concerning services provided by NPAs, visit http://files.medi-cal.ca.gov/pubsubdcoo/publications/masters-mltp/part2/lccedaprov_o09.doc (Outside Source).

Licensure Requirements for Personnel Providing Related Services and Additional Personnel Requirements for Services to Qualify for Reimbursement Under the Local Educational Agency Medi-Cal Billing Option Program

Service	Licensure Requirements for LEA or Nonpublic Agency Employees	Additional Staff Requirements for Reimbursement under the Medi-Cal LEA Billing Option
<p>Health and Nursing Services*</p> <p>Managing the child's health problems on the school site; consulting with pupils, parents, teachers, and other personnel; group and individual counseling with parents and pupils on health problems; communicating with health agencies. See CCR, Title 5, Section 3065(i)(1) for the complete definition of this service. ♦</p>	<p>Licensed Registered Nurse¹</p> <p>Licensed Vocational Nurse (under supervision of a licensed registered nurse)¹</p> <p>Credentialed School Nurse²</p> <p>Demonstrated competence to provide the service as described in Section 3065(i)(2)(D), of Title 5, CCR</p> <p>Certified Public Health Nurse¹</p> <p>Certified Nurse Practitioner¹</p>	<p>Must also have a school nurse services credential issued by CTC, or be supervised by a registered credentialed school nurse.³</p> <p>Must be directed by a licensed physician, registered credentialed school nurse, or certified public health nurse.³</p> <p>Must also be licensed to practice by the California Board of Registered Nursing, and be trained in child abuse and neglect prevention.³</p> <p>Must be trained pursuant to <i>Education Code (EC)</i> Section 49423.5, and be supervised by a licensed physician, a registered credentialed school nurse, or a certified public health nurse.³</p> <p>No additional requirements for services rendered pursuant to <i>EC</i> Section 49423.5.</p> <p>No additional requirements for services rendered pursuant to <i>EC</i> Section 49423.5.</p> <p>Not reimbursable.</p>
<p>Parent Counseling and Training –</p> <p>(See following page for the definition of this service.)</p>	<p>Credential authorizing special education instruction²</p> <p>Credential authorizing health and nursing services²</p> <p>Licensed Marriage and Family Therapist (or intern under appropriate supervision)¹</p>	<p>Must also be licensed to practice by the California Board of Registered Nursing, and be trained in child abuse and neglect prevention.³</p> <p>MFT: Must also have a PPS credential issued by CTC.³</p> <p>MFT Intern: Not applicable</p>

* Most health and nursing services for the general student population must be provided by a Credentialed School Nurse, pursuant to *EC* Section 49426. However, students with exceptional needs requiring specialized physical health care services may be assisted by the other qualified individuals listed above, as specified in *EC* Section 49423.5.

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² Issued by the Commission on Teacher Credentialing (CTC): 916-327-3166, or <http://www.ctc.ca.gov> (Outside Source).

³ Required for reimbursement under the Local Educational Agency Medi-Cal Billing Option.

Licensure Requirements for Personnel Providing Related Services and Additional Personnel Requirements for Services to Qualify for Reimbursement Under the Local Educational Agency Medi-Cal Billing Option Program

Service	Licensure Requirements for LEA or Nonpublic Agency Employees	Additional Staff Requirements for Reimbursement under the Medi-Cal LEA Billing Option
Parent Counseling and Training – (continued) – Assisting parents in understanding the special needs of their child; providing information about child development. CCR, Title 5, Section 3065(n)(1) ♦	Licensed Clinical Social Worker (or Associate CSW under appropriate supervision) ¹	Must also have a PPS: Social work credential or health services credential issued by CTC. ³
	Licensed Psychologist ¹	Must also have a PPS: School psychology credential or health services credential issued by CTC. ³
	Physician ¹	Must be licensed to practice by the Medical Board of California. If half-time or more – must have health services credential issued by CTC. ³
	Licensed Educational Psychologist ¹	Must also have a PPS: School psychology credential issued by CTC. ³
Pupil Personnel Services Credential in School Counseling or School Psychology ²		PPS: School Counseling: Not reimbursable. PPS: School Psychology: No additional requirements.
Psychological Services – See CCR, Title 5, Section 3065(p)(1) for the definition of this service. ♦	Licensed Educational Psychologist ¹	Must also have a PPS: School psychology credential or health services credential issued by CTC. ³
	Licensed Marriage and Family Therapist ¹	Must also have a PPS credential issued by CTC. ³
	Licensed Clinical Social Worker (or Associate CSW under appropriate supervision) ¹	Must also have a PPS: Social work credential or health services credential issued by CTC. ³
	Licensed Psychologist ¹	Must also have a PPS: School psychology credential or health services credential issued by CTC. ³
	Pupil Personnel Services Credential in School Psychology ²	No additional requirements.
Social Worker Services – See CCR, Title 5, Section 3065(r)(1) for the definition of this service. ♦	Licensed Clinical Social Worker (or Associate CSW under appropriate supervision) ¹	Must also have a PPS: Social work credential or health services credential issued by CTC. ³
	Licensed Marriage and Family Therapist (or intern under appropriate supervision) ²	MFT: Must also have a PPS credential issued by CTC. ³ MFT Intern: Not applicable.
	Pupil Personnel Services Credential in School Social Work ²	No additional requirements.

♦ This chart only includes definitions and requirements, see CCR Title 5, Section 3065, at <http://www.cde.ca.gov/sp/se/lac/documents/npacertitrencl.doc>.

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² Issued by the Commission on Teacher Credentialing (CTC): 916-327-3166, or <http://www.ctc.ca.gov> (Outside Source).

³ Required for reimbursement under the Local Educational Agency Medi-Cal Billing Option.