

STEERING COMMITTEE AGENDA

April 10, 2019

TOPIC

SPEAKER

Welcome & Introductions

Federal and State News

- Fiscal Update*
- NPS Update from CDE
- AB 1172 - Expand Local and State Oversight of NPS's
- NPS/NPA Final Master Contract*
- Out of State NPA Certification Requirements*
- CA System of Support Lead Agency*
- Special Education in CA - CCSESA*
- AB 1808 - LCAP Advisory 2: New Consultation Requirement
- Statewide Assessment Updates: English Language Proficiency Assessment (ELPAC) and California Alternate Assessments (CAA) Guidance for IEP Teams*

Ginese Quann

Christina French

SELPA Updates

- Performance Indicator Review (PIR)*
- Legal Alert-Changes to Home-Hospital Instruction for Students with Temporary Disabilities*
- Professional Learning Offerings*
- CASEMIS to CALPADS Update
- Low Incidence Reminder
- Leadership Academy

Jen Parker

Ginese Quann



**Los Angeles
Long Beach
Marriott**

**4700 Airport Plaza Drive
Long Beach, CA 90815
10:00 am – 2:30 pm**

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2019-2020

MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2019-2020

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

_____ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19

41. LICENSED CHILDREN’S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	22
48. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	23
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	24
55. REPORTING OF MISSING CHILDREN	24

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES	31
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	33

2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _____ SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, 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 student's parent.

2. CERTIFICATION AND LICENSES

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* and within the professional scope of practice of each provider's license, certification and/or credential. 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 LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

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 LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA 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 applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA 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, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the 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 LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA 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 shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. 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 LEA for so long as CONTRACTOR is servicing authorized students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the 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. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is

located, 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 “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- 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 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 pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- 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 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,

- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- 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 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 LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. 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) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant 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 student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this 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. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

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

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

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, 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:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

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

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

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

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

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA 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 LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may 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 to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

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

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

LEA 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 LEA 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 LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA 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 LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all 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, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements

are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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 LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity

or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All 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.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education 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.

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written 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. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and 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 students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise

in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that

services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR 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 CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with

disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four

extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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 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 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 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)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at

an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. 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 (4) written progress reports/report cards. At a minimum, progress

reports 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 and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For 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 student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR 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 situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR 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.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") 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 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An 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 residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section

60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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 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 Hearings 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 student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

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

43. MONITORING

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

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that 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 and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 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 who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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 all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to 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 by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

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 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.

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

It is understood that all employees, subcontractors, and volunteers of any certified 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.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a 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. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

56. 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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by 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 electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than 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 (6) months after the close of the fiscal

year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the 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. LEA will not pay mileage for NPA employee.

57. 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 has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the 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) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If 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 or bases 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 fifteen (15) business days.

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

58. 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 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 students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. 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 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 student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. 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 related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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 a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the 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 LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA'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 LEA, unless the LEA 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 LEA upon request by LEA.

If an inspection, review, or audit by LEA, 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 a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, 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

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2019-2020 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

EXHIBIT B: 2019-2020 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(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, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) _____ (Date)

(Signature) _____ (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Out-of-State Nonpublic Agency Certification Requirements

Date: March 15, 2019

Subject: Official Message from the State Director of Special Education

The purpose of this correspondence is to reiterate the requirement that any nonpublic agency (NPA) located out-of-state must be certified by the state of location to provide related services as an eligibility requirement to become certified by the California Department of Education (CDE), in accordance with California *Education Code (EC)* Section 56365(h) and *California Code of Regulations*, Title 5 (5 *CCR*) Section 3060(c)(18):

EC 56365(h)

In addition to meeting the requirements of Section 56366.1, a nonpublic, nonsectarian school or agency that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C Sec 1400 et seq.)

5 CCR 3060(c)(18)

Each nonpublic school or nonpublic agency application shall include all information required by the CDE's application pursuant to Education Code sections 56366.1(a) and (b) and:

(18) for out-of-state applicants, a copy of the current certification or license by the state education agency to provide education services to individuals with exceptional needs under the Individuals with Disabilities Education Act;

Effective immediately, new out-of-state applicants that do not meet the requirements set forth in statute and regulations will not qualify for certification. NPAs that currently hold a certification will be allowed to maintain certification through their current certification end date, but must provide evidence of certification by the state of location to be considered for certification renewal by the CDE.

Contracting local educational agencies or special education local plan areas should strive to locate and contract with providers located in California prior to contracting with providers outside the state, in accordance with *EC 56365(e)*:

Before contracting with a nonpublic, nonsectarian school or agency outside of this state, the local educational agency shall document its efforts to utilize public schools or to locate an appropriate nonpublic, nonsectarian school or agency program, or both, within the state.

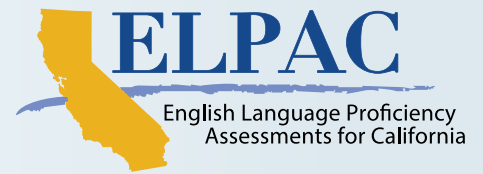
If the contracting entity cannot identify an appropriate NPA to provide related services, *EC 56366.2* allows the contracting entity to submit a petition to waive portions of *EC 56365*, *56366*, *56366.3*, and *56366.6*

In addition, *EC 56365(f)* requires the contracting entity to submit a report to the CDE within 15 days of a decision to place a student with an out-of-state NPA.

If a local educational agency places a pupil with a nonpublic, nonsectarian school or agency outside of this state, the pupil's individualized education program team shall submit a report to the [CDE] within 15 days of the placement decision. The report shall include information about the special education and related services provided by the out-of-state program placement and the costs of the special education and related services provided, and shall indicate the efforts of the local educational agency to locate an appropriate public school or nonpublic, nonsectarian school or agency, or a combination thereof, within the state. The [CDE] shall submit a report to the board on all placements made outside of this state.

If there are any questions regarding this subject, please contact Thomas Williamson, Staff Services Manager I, Nonpublic Agencies Unit, by phone at 916-327-0141 or by email at NPSA@cde.ca.gov.

ELPAC Administration Guidance for IEP Teams and Section 504 Teams



While this document is not exhaustive, it is meant to help support discussions leading to team Assessments for California

(ELPAC) need to be made by the team. In order to access one or more of the domains of the ELPAC, students may need special testing resources. These resources may be universal tools, designated supports, and/or accommodation(s). The resources are listed on *Matrix Four: Universal Tools, Designated Supports, and Accommodations for the ELPAC*, which can be found at <https://www.cde.ca.gov/ta/tg/ai/documents/elpacmatrix4.doc>.

For the ELPAC to provide a valid measure of a student's _____, the individualized education program (IEP) team should discuss and document the use of the following:

- Universal tools
- Designated supports
- Accommodations
- Unlisted resources for accommodations listed in a Section 504 plan or IEP
- Possible exemption from the ELPAC domain(s)
- Alternate assessment for one or more ELPAC domain(s) for students who have an IEP and

1

The use of accommodations, alternate ELPAC domain assessments (only for students with an IEP _____ AC domains should be noted in a student's IEP or Section 504 plan. A change in the testing situation that is considered an accommodation, alternate assessment, or a disability exemption must be marked on the demographics page of the Answer Book for each appropriate ELPAC domain.

Exemptions for ELPAC Domains

Exemptions for the ELPAC domains are described as follows:

- In some situations, a student's disability may preclude the student from being able to take one or more of the domains. In this situation, a disability exemption may be most appropriate for that student. The *ELPAC Administration Student Accessibility Checklist* will help guide Section 504 and IEP teams in determining whether a student is exempt from taking a domain of the ELPAC. It should be noted that for a student to be assigned an Overall score, the student will need to be assessed with the ELPAC in at least one domain for both the Oral and Written Language composites. For a student to be considered as having been assessed in Oral Language, the student must have been assessed in either the Speaking or Listening domain. For a student to be considered as having been assessed in Written Language, the student must have been assessed in either the Reading or Writing domain. When Section 504 plan or IEP teams determine that the entire Oral Language composite—Speaking and Listening—or the Written Language composite are to be exempted, the teams should consider the use of an assessment that is alternate to the ELPAC.

¹ Unlike the requirements for the use of alternate assessments for English Language Arts, Math, and Science, ELPAC alternate assessments are not subject to the Individuals with Disabilities Education Act's 1 percent rule.

- Per federal regulations, if an English learner has a disability that precludes assessment of under Section 1111(b)(2)(G) of the Every Student Succeeds Act such that there are no ² (e.g., a nonverbal English learner, cannot take the Speaking domain of the assessment), a state must assess the student' domains in which it is possible to assess the student (*Code of Federal Regulations* Title 34 Section 200.6[h][4][ii]).
- Examples of disabilities that may require an exemption are a student who has been deaf since birth and is not able to participate in the Listening or Speaking domain of ELPAC because of the disability, and a student who is blind and does not read braille who is not able to participate in the Reading or Writing domain of the ELPAC because of the disability.
- Care must also be taken in deciding which domains may be exempted. Exempting both domains calculated for the Oral Language score (Listening and Speaking) or both domains calculated for the Written Language score (Reading and Writing) will not allow for the calculation of an Overall ELPAC score.³
- In the event that IEP teams decide that it is necessary to exempt two or more domains, they should consider the use of an assessment alternate to the ELPAC.

Alternate Assessments for ELPAC Domains

- Alternate assessments, which are decided on locally, are reserved for English learners with what the ELPAC measures, students will receive the lowest obtainable scale score (LOSS) on each domain for which an alternate assessment is used. Using an unapproved unlisted resource on an ELPAC administration also is considered an alternate means of assessing the domain. A LOSS score in one or more domains may lower the student's performance level on the ELPAC assessment is used. Caution should be used in interpreting results when an alternate assessment is used for a domain because the LOSS may lower the Overall performance level on the ELPAC. s actual performance level in English.

² As determined on an individualized basis by the student's IEP or Section 504 plan team.

³ For an Overall score calculation to be generated, only one domain from the Oral Language score (Listening or Speaking) and one from the Written Language score (Reading or Writing) may be exempted.



Ventura County Special Education Local Plan Area (SELPA)
Emily Mostovoy-Luna, Assistant Superintendent
www.vcselpa.org



Ventura County
Comprehensive Alternate
Language Proficiency Survey
for Students with
Moderate-Severe Disabilities
(VCCALPS)

Adapted with permission from the
Orange County Office of Education
Alternate Language Proficiency Instrument (ALPI)

2018

Contact: Joanna V. Della Gatta, Director,
Technical Support & Transition
805-437-1560

Introduction/Purpose

This survey instrument may be used to assess language proficiency of students with disabilities characterized as moderate or severe. It is for students who, because of their disability, cannot access all or part of the ELPAC, and is designed for students who participate in the California Alternate Assessment (CAA). It assesses in all areas required by the California Department of Education, including listening, speaking, reading, and writing. It establishes levels in both the primary language as well as English. If unsure about which English Language Development assessment a student will best respond to, the IEP team may utilize the English Language Proficiency Assessment Participation Consideration worksheet.

Because students with moderate or severe developmental and intellectual disabilities usually have delays in the areas of general language development and cognition, it often is difficult to establish the level of English language proficiency. Therefore, an analysis of proficiency in English as compared to proficiency in the primary language becomes very informative.

The information from this survey can be used to determine whether the student is considered to be an 'English Learner' (EL) or a student with disabilities in language and cognition, across languages. Students who are considered to be ELs will receive targeted instruction in ELD, including vocabulary, syntax, grammar, functions and conventions unique to the English language (academic and conversational). Students who are considered to be delayed in any language will receive targeted instruction in general development of language and communication.

Students who are ELs will have at least one IEP goal that addresses English Language Development. All IEP goals must be linguistically appropriate, which means they are at the appropriate EL level. Special consideration must be given to the language of instruction (English or primary language). IEP teams for ELs will include persons with expertise in second language acquisition who understand how to differentiate between limited English proficiency and a disability.

For our students with moderate-severe disabilities, this may mean that they will be taught to make simple requests or express needs first in the primary language, or, that instructions for functional skill activities are given in both English as well as the primary language, or in the primary language only.

The VCCALPS can also be used to assist in reclassifying a student to Fully English Proficient (RFEP) who has formerly been considered an EL. For students who perform at low levels, have similar error patterns, or errors similar to other students with similar disabilities in both English and the primary language, the IEP team may recommend to the district English Language Development (ELD) department that the low proficiency level in English is due to the disability. Although the IEP team may make the recommendation, the final decision about reclassification lies with the ELD Department, with input from parent(s).

For four years following reclassification, students will continue to receive support and monitoring of their English language development.

Date: _____

Student _____

English Language Proficiency Assessment Participation Consideration

Alternate assessments provide an alternate means to measure the English language proficiency of students with disabilities whose individualized education program (IEP) teams have determined that they are unable to participate in the ELPAC even with universal tools, designated supports or accommodations. In order to aid an IEP team in its determination of whether a student should use alternate assessments, the following may be considered:

Circle "Agree" or "Disagree" for each item:

- | | | |
|--------------|-----------------|--|
| Agree | Disagree | The student requires extensive instruction in multiple settings to acquire, maintain, and generalize skills necessary for application in school, work, home, and community environment. |
| Agree | Disagree | The student demonstrates academic/cognitive ability and adaptive behavior that require substantial adjustments to the general curriculum. The student may participate in many of the same activities as their non-disabled peers; however, their learning objectives and expected outcomes focus on the functional applications of the general curriculum. |
| Agree | Disagree | The student cannot address the performance level assessed in the ELPAC, even with accommodations. |
| Agree | Disagree | The decision to participate in the alternate assessment is not based on the amount of time the student is receiving special education services. |
| Agree | Disagree | The decision to participate in the alternate assessment is not based on excessive or extended absences. |
| Agree | Disagree | The decision to participate in the alternate assessment is not based on language, cultural, or economic difference. |
| Agree | Disagree | The decision to participate in the alternate assessment is not based on the deafness/blindness, visual, auditory, and/or motor disabilities. |
| Agree | Disagree | The decision to participate in the alternate assessment is not primarily based on a specific categorical label. |
| Agree | Disagree | The decision for alternate assessment is an IEP team decision, rather than an administrative decision. |

If the answer to any of the statements is "Disagree", the team should consider including the student in the ELPAC with the use of any necessary accommodations. Specify whether the student will be assessed using the alternate in all domains or which domain(s) of the ELPAC the alternate assessment(s) is replacing.

IEP Team Decision: _____ is eligible for participating in the ELPAC.

All domains OR Indicate the domain(s) the student will participate in the ELPAC Listening Speaking Reading Writing

IEP Team Decision: _____ is **not** eligible for participating in the ELPAC.

Fecha: _____

Estudiante: _____

Consideración para la Participación en la Evaluación del Nivel de Competencia del Idioma Inglés

Las evaluaciones alternas proveen medios para medir la competencia del nivel del idioma inglés de los estudiantes con discapacidades, los cuales han sido determinados por el equipo que desarrolla su Programa de Educación Individualizado (por sus siglas en inglés IEP), que no pueden participar en la evaluación ELPAC incluso utilizando herramientas universales, apoyos o modificaciones. Para poder asistir al equipo que desarrolla el Programa de Educación Individualizado a que determine si un estudiante debe utilizar evaluaciones alternas, se debe considerar lo siguiente:

Circule “De acuerdo” o “En desacuerdo”:

De Acuerdo	En desacuerdo	El/la estudiante requiere enseñanza extensa en ambientes múltiples para adquirir, mantener y generalizar las habilidades necesarias para que sean aplicadas en la escuela, el trabajo, el hogar y en la comunidad.
De Acuerdo	En desacuerdo	El/la estudiante demuestra habilidades académicas/cognitivas y conducta adaptiva que requieren ajustes sustanciales al plan de estudios general. El/la estudiante puede participar en muchas de las mismas actividades de los compañeros no discapacitados, sin embargo, sus objetivos de aprendizaje y resultados esperados se enfocan en las aplicaciones funcionales del plan de estudios general.
De acuerdo	En desacuerdo	El/la estudiante no puede demostrar los niveles de rendimiento evaluados por ELPAC, incluso con acomodos
De acuerdo	En desacuerdo	La decisión para participar en la evaluación alterna no se basa en la cantidad de tiempo que el/la estudiante recibe servicios de educación especial.
De acuerdo	En desacuerdo	La decisión para participar en la evaluación alterna no se basa en las ausencias excesivas o extendidas.
De acuerdo	En desacuerdo	La decisión para participar en la evaluación alterna no se basa en las diferencias de idioma, de cultura ni económicas.
De acuerdo	En desacuerdo	La decisión para participar en la evaluación alterna no se basa en discapacidades de sordera/ceguera, visual, auditiva y/o motriz.
De acuerdo	En desacuerdo	La decisión para participar en la evaluación alterna no se basa primordialmente en estar categorizado en un nivel en específico.
De acuerdo	En desacuerdo	La decisión para participar en la evaluación alterna es una decisión del equipo que diseñó el Programa de Educación Individualizado (IEP) y no una decisión administrativa.

Si la respuesta a alguna de las declaraciones anteriores fue “En desacuerdo”, el equipo debe considerar incluir al estudiante en la evaluación ELPAC con la utilización de los acomodos necesarios. Especifique si el/la estudiante será evaluado/a utilizando la evaluación alterna en todas las áreas o qué área(s) de la evaluación ELPAC la evaluación alterna está reemplazando.

Decisión del equipo IEP: _____ es elegible para participar en la evaluación ELPAC.

Todas las áreas o indique en qué áreas el/la estudiante participará en la evaluación ELPAC Escuchar Hablar Lectura Escritura

Decisión del equipo IEP: _____ no es elegible para participar en la evaluación ELPAC.

Instructions

This instrument should be used in a similar manner as the ELPAC, and must be used for all students with a language other than English in questions #1-#3 on the Home Language Survey. (Question #4 is discretionary for the districts).

WHEN: For all students entering school, the assessment should be administered within the first 30 days of enrollment. It should be readministered annually during the testing window for ELPAC.

HOW/WHO: The listening, reading and writing portions of the assessment are to be administered in multiple sessions in short lengths of time as tolerated by the student. Because there is a great deal of overlap in the content of the items in English and primary language, it is suggested that those sections be administered in random order, with at least an hour between sessions. They should be administered by classroom staff who know the student well, to assure maximum performance.

The speaking session should be completed by those who know the student well, at minimum the teacher and primary caregiver.

Some sections require that directions and/or prompts be given in the primary language, so a person who is fluent in that language is required.

The assessor is advised to use the least intrusive prompting or adaptations necessary to obtain a response from the student. If he/she is capable of pointing, speaking, etc, they should be required to do so. If not, eye gaze, head nod, or indicating yes/no to adult model will suffice.

For each section, jot down the items or words the student correctly responds to or performs. Circle the number which best correlates with performance, place in points column and total the number of points per page.

Record totals from each page on the Summary Sheet, which will indicate levels in each area to be used for decision making and planning.

In 2007-18 school year, the ELPAC will be given in the spring of 2018 as a summative assessment. Subsequently, the ELPAC will be given as both the initial and the summative assessment.

Student _____

Date _____

Administrator _____

Listening – English

VCCALPS

Listening: Provide oral requests in **English** only. Describe responses on lines provided, then circle the score which best applies and record in points column. It is permissible to score items based on extensive observation in classroom settings, in addition to responses in the testing situation.

In response to English, the student:

Points

- 1. Responds to commands (record highest level obtained):

1 part command with light physical prompt (1 pt.) 1 part with visual prompt (2 pts.)
 1 part, no visual (3 pts.) 2 part, visual (4 pts.) 2 part, no visual. (5 pts.)

[0-5]

- 2. Identifies body parts using student's response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model. (May use pictures or have student point to self.) (list):

0 1 (1 pt.) 2 (2 pts.) 3 (3 pts.) 4 (4 pts.) 5+ (5 pts.)

[0-5]

- 3. Identifies family members/familiar people, using student's response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model. (May use people or pictures.) (list):

0 1 (1 pt.) 2-3 (2 pts.) 4-5 (3 pts.) 6-7 (4 pts.) 8+ (5 pts.)

[0-5]

- 4. Identifies foods/food items using student's response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model (list):

0 1 (1 pt.) 2-3 (2 pts.) 4-5 (3 pts.) 6-7 (4 pts.) 8+ (5 pts.)

[0-5]

Total Listening Points (English) _____ [0-20]

Listening/English

Student _____

Date _____

Administrator _____

Listening – Primary Language

VCCALPS

Listening: Provide oral requests in **primary language** only. Describe responses on lines provided, then circle the score which best applies and record in points column. It is permissible to score items based on extensive observation in classroom settings, in addition to responses in the testing situation.

In response to the primary language, the student:

Points

1. Responds to commands (record highest level obtained):

1 part command with light physical prompt (1 pt.) 1 part with visual prompt (2 pts.)
1 part, no visual (3 pts.) 2 part, visual (4 pts.) 2 part, no visual. (5 pts.)

[0-5]

2. Identifies body parts using student's response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model. (May use pictures or have student point to self.) (list):

0 1 (1 pt.) 2 (2 pts.) 3 (3 pts.) 4 (4 pts.) 5+ (5 pts.)

[0-5]

3. Identifies family members/familiar people, using student's response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model. (May use people or pictures.) (list):

0 1 (1 pt.) 2-3 (2 pts.) 4-5 (3 pts.) 6-7 (4 pts.) 8+ (5 pts.)

[0-5]

4. Identifies foods/food items using student's response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model (list):

0 1 (1 pt.) 2-3 (2 pts.) 4-5 (3 pts.) 6-7 (4 pts.) 8+ (5 pts.)

[0-5]

Total Listening Points (Primary) _____ [0-20]

Listening/Primary Language

Escuchar – Idioma Primario

VCCALPS

Escuchar: Pide lo que necesita oralmente en su **idioma primario** solamente. Describa las respuestas en los renglones, después circule las calificaciones que apliquen y registre los puntajes en la columna que dice puntos. Está permitido que se califiquen áreas basándose en observación extensa en el salón de clases, además de las respuestas obtenidas al momento de la evaluación.

Respondiendo en su idioma, el estudiante:

Puntos

1. Responde a comandos (registre los niveles más altos que se obtuvieron)

1 parte del comando, poca ayuda física (1 pt.) 1 parte con ayuda visual (2 pts.) [0-5]
1 parte, no visuales (3 pts.) 2 partes, con visual (4 pts.) 2 partes, no visual (5 pts.)

2. Identifica partes del cuerpo, usando los modos de respuesta del estudiante al apuntar, con la mirada, utilizando métodos de comunicación aumentativos alternativos o indicando sí/no cuando un adulto le modela. (Se pueden usar imágenes o que el estudiante se apunte a sí mismo) (lista):

0 1 (1 pt.) 2 (2 pts.) 3 (3 pts.) 4 (4 pts.) 5+ (5 pts.) [0-5]

3. Identifica a los miembros de la familia/gente que conoce, usando los modos de respuesta del estudiante al apuntar, con la mirada, utilizando métodos de comunicación aumentativos alternativos o indicando sí/no cuando un adulto le modela. (Se pueden usar fotos de personas) (lista):

0 1 (1 pt.) 2-3 (2 pts.) 4-5 (3 pts.) 6-7 (4 pts.) 8+ (5 pts.) [0-5]

4. Identifica comidas/ cosas que se comen, usando los modos de respuesta del estudiante al apuntar, con la mirada, utilizando métodos de comunicación aumentativos alternativos o indicando sí/no cuando un adulto le modela (lista):

0 1 (1 pt.) 2-3 (2 pts.) 4-5 (3 pts.) 6-7 (4 pts.) 8+ (5 pts.) [0-5]

Escuchar Puntos Totales (Primario) _____ [0-20]

Student _____

Date _____

Administrator _____

Speaking – English

VCCALPS

Speaking: Use input from people who know the student (parents, siblings, teachers). Describe on lines provided, then circle the score which best applies and record in the points column.

In English:

Points

- 1. Student indicates need for assistance (i.e., more of an item, toileting needs, physical help, negations, etc.)(describe):

Not at all (0pts)	Gestures(1 pt)	Vocalizations (2pts)	Word (3 pts)
Phrase (4 pts)	Sentence (5pts)		

[0-5]

- 2. Student uses words in English (list): _____

0	1-5(1 pt.)	6-10(2 pts.)	11-15(3 pts.)	16-20(4 pts.)	21+(5 pts.)
---	------------	--------------	---------------	---------------	-------------

[0-5]

- 3. Student uses phrases in English (may not be semantically correct)(list):

0	2 word phrase (2 pt.)	3 word phrase (3 pts.)	4 word phrase (4 pts.)
5 word phrase or more (5 pts.)			

[0-5]

- 4. Student uses complete sentences in English (list): _____

0	1 sentence (1 pt.)	2 sentences (2 pts.)	3 sentences (3 pts.)
4 sentences (4 pts.)		5 sentences or more (5 pts.)	

[0-5]

NOTE: If student uses an augmentative communication system, records words or phrases used in English (if any).

Total Speaking Points (English) _____ [0-20]

Speaking/English

Student _____

Date _____

Administrator _____

Speaking – Primary Language

VCCALPS

Speaking: Use input from people who know the student (parents, siblings, teachers). Describe on lines provided, then circle the score which best applies and record in the points column.

In the primary language:

Points

- Student indicates need for assistance (i.e., more of an item, toileting needs, physical help, negations, etc.)(describe):

Not at all (0pts)	Gestures(1 pt)	Vocalizations (2pts)	Word (primary language)(3 pts)	[0-5]
Phrase (primary language)(4 pts)	Sentence (primary language)(5pts)			

- Student uses words in primary language (list): _____

0	1-5(1 pt.)	6-10(2 pts.)	11-15(3 pts.)	16-20(4 pts.)	21+(5 pts.)	[0-5]
---	------------	--------------	---------------	---------------	-------------	-------

- Student uses phrases in primary language (may not be semantically correct) (list): _____

0	2 word phrase (2 pt.)	3 word phrase (3 pts.)	4 word phrase (4 pts.)	[0-5]
5 word phrase or more (5 pts.)				

- Student uses complete sentences in primary language (may not be semantically correct) (list): _____

0	1 sentence (1 pt.)	2 sentences (2 pts.)	3 sentences (3 pts.)	[0-5]
4 sentences (4 pts.)		5 sentences or more (5 pts.)		

NOTE: If student uses an augmentative communication system, records words or phrases used in the primary language (if any).

Total Speaking Points (Primary) _____ [0-20]

Speaking/Primary Language

Student _____

Date _____

Administrator _____

Hablar – Idioma Primario

VCCALPS

Hablar: Utilice la opinión de las personas que conocen al estudiante (los padres, hermanos, maestros). Describa las respuestas en los renglones, después circule las calificaciones que apliquen y registre los puntajes en la columna que dice puntos.

En el idioma primario:

Puntos

1. El/la estudiante indica que necesita ayuda (por ejemplo, pedir más de un objeto, con sus necesidades de ir al baño, ayuda física, cuando se le niega algo, etc.) (describa):

Para nada (0 pts.) Gestos(1 pt.) Vocalizaciones (2 pts.) Palabra (idioma primario)(3 pts.)
 Frase (idioma primario)(4 pts.) Oración (idioma primario)(5 pts.)

[0-5]

2. El/la estudiante usa palabras en su idioma primario (lista): _

0 1-5(1 pt.) 6-10(2 pts.) 11-15(3 pts.) 16-20(4 pts.) 21+(5 pts.)

[0-5]

3. El/la estudiante usa frases en su idioma primario (quizás no sean semánticamente correctas) (lista): _____

0 Frase de 2 palabras (2 pts.) Frase de 3 palabras (3 pts.) Frase de 4 palabras (4 pts.)
 Fase de 5 palabras o más (5 pts.)

[0-5]

4. El/la estudiante utiliza oraciones completas en su idioma primario (Quizás no sean semánticamente correctas) (lista): __

0 1 oración (1 pt.) 2 oraciones (2 pts.) 3 oraciones (3 pts.)
 4 oraciones (4 pts.) 5 oraciones o más (5 pts.)

[0-5]

NOTA: Si el/la estudiante utiliza un sistema de comunicación aumentativo, grabe palabras o frases usadas en el idioma primario (si existen algunas).

Hablar Puntos Totales (Primario) _____ [0-20]

Speaking/Primary Language

Student _____

Date _____

Administrator _____

Reading – English

VCCALPS

Reading: Present all text in English. Present directions in both English and primary language. Describe responses on lines provided, then circle the score which best applies and record in the points column. It is permissible to score items based on extensive observation in classroom settings, in addition to responses in the testing situation.

- 1. Matches letter, character or word in English when presented with field of two (letter, characters, words) in English. Indicate using student response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model. Present at least 10 trials (list):

0 2 correct (1 pt.) 4 correct (2 pts.) 6 correct (3pts) 8 correct (4pts) 10 correct (5 pts.) [0-5]

- 2. Indicates sounds of letters/meaning of characters in English alphabet (making sound or indicating yes/no to adult model) (ie, "What sound does this make?") (list):

0 1-5(1 pt.) 6-10(2 pts.) 11-15(3 pts.) 16-20(4 pts.) 21-25(5 pts.) [0-5]

- 3. When presented with two words in English indicates correct choice when read aloud (pointing or eye gaze). Present at least 5 trials (list):

0 1 correct (1 pt.) 2 correct (2 pts.) 3 correct (3 pts.) 4 correct (4 pts.) 5 correct (5 pts.) [0-5]

- 4. Reads sight words in English (list):

0 1-5(1 pt.) 6-10(2 pts.) 11-15(3 pts.) 16-20(4 pts.) 21-25(5 pts.) [0-5]

Total Reading Points (English) _____ [0-20]

Reading/English

Reading – Primary Language

VCCALPS

Reading: Present student with text in primary language. Present directions in both English and primary language. Describe responses on lines provided, then circle the score which best applies and record in the points column. It is permissible to score items based on extensive observation in classroom settings, in addition to responses in the testing situation.

- 1. Matches letter, character or word in primary language when presented with field of two (letter, characters, words) in primary language. Indicate using student response mode by pointing, eye gaze, using AAC or indicating yes/no to adult model. Present at least 10 trials (list):

0 2 correct (1 pt.) 4 correct (2 pts.) 6 correct (3pts) 8 correct (4pts) 10 correct (5 pts.) [0-5]

- 2. Indicates sounds of letters/meaning of characters in primary language alphabet (making sound or indicating yes/no to adult model) (ie, "What sound does this make?") (list):

0 1-5(1 pt.) 6-10(2 pts.) 11-15(3 pts.) 16-20(4 pts.) 21-25(5 pts.) [0-5]

- 3. When presented with two words in primary language indicates correct choice when read aloud (pointing or eye gaze). Present at least 5 trials (list):

0 1 correct (1 pt.) 2 correct (2 pts.) 3 correct (3 pts.) 4 correct (4 pts.) 5 correct (5 pts.) [0-5]

- 4. Reads sight words in primary language (list):

0 1-5(1 pt.) 6-10(2 pts.) 11-15(3 pts.) 16-20(4 pts.) 21-25(5 pts.) [0-5]

Total Reading Points (Primary) _____ [0-20]

Reading/Primary Language

Lectura– Idioma Primario

VCCALPS

Leer: Preséntele al estudiante un texto en su idioma primario. Dé instrucciones en ambos el inglés y el idioma primario. Describa las respuestas en los renglones, después circule las calificaciones que apliquen y registre los puntajes en la columna que dice puntos. Está permitido que se califiquen áreas basándose en observación extensa en el salón de clases, además de las respuestas obtenidas al momento de la evaluación.

Puntos

1. Reconoce las letras, el personaje o palabra en su idioma primario cuando se le presenta un campo de dos opciones (letras, personajes, palabras) en su idioma primario. Indique usando los modos de respuesta del estudiante al apuntar, con la mirada, utilizando métodos de comunicación aumentativos alternativos o indicando sí/no cuando un adulto le modela. Presente cuando menos 10 intentos (lista):

0 2 correctos (1 pt.) 4 correctos (2 pts.) 6 correctos (3pts) 8 correctos (4pts) 10 correctos (5 pts.) [0-5]

2. Indica los sonidos de las letras o ruidos de los personajes, con sonidos del alfabeto de su idioma primario (haciendo sonidos/ruidos o indicando sí/no cuando le modela un adulto) (por ejemplo: "¿Qué sonido/ruido hace eso?)" (lista):

0 1-5(1 pt.) 6-10(2 pts.) 11-15(3 pts.) 16-20(4 pts.) 21-25(5 pts.) [0-5]

3. Cuando se le presenta con dos palabras en su idioma primario, indica la opción correcta cuando se le lee en voz alta (apuntando o con la mirada) Presente cuando menos 5 intentos. (lista):

0 1 correcto (1 pt.) 2 correctos (2 pts.) 3 correctos (3 pts.) 4 correctos (4 pts.) 5 correctos(5 pts.) [0-5]

4. Lee palabras visuales (que al verlas sabe lo que dicen) en su idioma primario (lista):

0 1-5(1 pt.) 6-10(2 pts.) 11-15(3 pts.) 16-20(4 pts.) 21-25(5 pts.) [0-5]

Lectura Puntos Totales (Primario) _____ [0-20]

Student _____

Date _____

Administrator _____

Writing – English

VCCALPS

Writing: Present student with directions in both primary language and English. Describe responses on lines provided, then circle the score which best applies and record in the points column. It is permissible to score items based on extensive observation in classroom settings, in addition to responses in the testing situation.

1. Using letters, conveys meaning by printing/typing/stamping.

(Record most common prompt level)

0 words (0pts)

2 words (2pts)

3 word phrases (4pts)

1 word (1pt)

2 word phrases (3pts)

Sentence (5pts)

[0-5]

2. Traces/copies/types letters/characters in English when presented with model (present at least ten) (list):

(Record most common prompt level)

Hand over hand-all letters (0pts)

Hand over hand 4 or less letters (2pts)

Verbal Prompts (4pts)

Hand over hand 5 or more letters (1pt)

Intermittent physical prompts, all letters (3pts)

Independent (5pts)

[0-5]

3. Prints letters from model minimally legibly when shown briefly and then removed (list):

(Record most common prompt level)

Hand over hand-all letters (0pts)

Hand over hand 4 or less letters (2pts)

Verbal Prompts (4pts)

Hand over hand 5 or more letters (1pt)

Intermittent physical prompts, all letters (3pts)

Independent (5pts)

[0-5]

4. Prints/types/stamps alphabet letters/characters/words in English when read aloud and/or using letters/characters/words of students' choice (list):

0 1-5(1 pt.)

6-10(2 pts.)

11-15(3 pts.)

16-20(4 pts.)

21-25(5 pts.)

[0-5]

Total Writing Points (Primary) _____ [0-20]

Writing/English

Student _____

Date _____

Administrator _____

Writing – Primary Language

VCCALPS

Writing: Present student with directions in primary language and English. Describe responses on lines provided, then circle the score which best applies and record in the points column. It is permissible to score items based on extensive observation in classroom settings, in addition to responses in the testing situation.

1. Using letters, conveys meaning by printing/typing/stamping.

(Record most common prompt level)		[0-5]
0 words (0pts)	1 word (1pt)	
2 words (2pts)	2 word phrases (3pts)	
3 word phrases (4pts)	Sentence (5pts)	

2. Traces/copies/types letters/characters in primary language when presented with model (present at least ten- include any letters unique to primary language) (list):

(Record most common prompt level)		[0-5]
Hand over hand-all letters (0pts)	Hand over hand 5 or more letters (1pt)	
Hand over hand 4 or less letters (2pts)	Intermittent physical prompts, all letters (3pts)	
Verbal Prompts (4pts)	Independent (5pts)	

3. Prints letters from model minimally legibly when shown briefly and then removed (list):

(Record most common prompt level)		[0-5]
Hand over hand-all letters (0pts)	Hand over hand 5 or more letters (1pt)	
Hand over hand 4 or less letters (2pts)	Intermittent physical prompts, all letters (3pts)	
Verbal Prompts (4pts)	Independent (5pts)	

4. Prints/types/stamps alphabet letters/characters/words in primary language when read aloud and/or using letters/characters/words of students' choice (list):

0	1-5(1 pt.)	6-10(2 pts.)	11-15(3 pts.)	16-20(4 pts.)	21-25(5 pts.)	[0-5]
---	------------	--------------	---------------	---------------	---------------	-------

Total Writing Points (Primary) _____ [0-20]

Writing /Primary Language

Student _____

Date _____

Administrator _____

Escritura – Idioma Primario

VCCALPS

Escritura: Preséntele al estudiante instrucciones en su idioma primario y en inglés. Describa las respuestas en los renglones, después circule las calificaciones que apliquen y registre los puntajes en la columna que dice puntos. Está permitido que se califiquen áreas basándose en observación extensa en el salón de clases, además de las respuestas obtenidas al momento de la evaluación.

Puntos

1. Usando letras, da el significado al escribir/ mecanografiar/estampar.

(Registre el nivel de ayuda más común)

[0-5]

0 palabras (0 pts.)

1 palabra (1 pt.)

2 palabras (2 pts.)

Frases de 2 palabras (3 pts.)

Frases de 3 palabras (4 pts.)

Oraciones (5 pts.)

2. Traza/copia/mecanografía letras/caracteres en su idioma primario cuando se le presenta un modelo (presente cuando menos 10- incluya cualquier letra exclusiva del idioma primario) (lista):

(Registre el nivel de ayuda más común)

[0-5]

Mano sobre mano-todas las letras (0pts.)

Mano sobre mano 5 letras o más (1pt.)

Mano sobre mano 4 letras o menos (2pts.)

Ayuda física intermitente, todas las letras (3pts.)

Ayuda verbal (4pts.)

Independiente (5pts.)

3. Escribe letras de un modelo mínimamente legible, cuando se le enseña brevemente y luego se le retira (lista):

(Registre el nivel de ayuda más común)

[0-5]

Mano sobre mano todas las letras (0pts.)

Mano sobre mano 5 letras o más (1pt.)

Mano sobre mano 4 letras o menos (2pts.)

Ayuda física intermitente, todas las letras (3pts.)

Ayuda verbal (4pts.)

Independiente (5pts.)

4. Escribe/mecanografía/estampa las letras del alfabeto/caracteres/palabras en su idioma primario cuando se le lee en voz alta y/o al usar letras/caracteres/palabras que escoge el estudiante.(lista):

0

1-5(1 pt.)

6-10(2 pts.)

11-15(3 pts.)

16-20(4 pts.)

21-25(5 pts.)

[0-5]

Escritura Puntos Totales (Primario) _____ [0-20]

Writing /Primary Language

Summary Sheet

Ventura County Comprehensive Alternate Language Proficiency Survey for Students with Moderate/Severe Disabilities (VCCALPS)

Student Name _____ DOB _____ District _____ School _____

Administered by _____ Title _____ Date _____

Language (other than English) on Home Language Survey _____ (Primary Language)

Listening 20 possible

Primary _____
Score _____ Level _____

English _____
Score _____ Level _____

Speaking 20 possible

Primary _____
Score _____ Level _____

English _____
Score _____ Level _____

Reading 20 possible

Primary _____
Score _____ Level _____

English _____
Score _____ Level _____

Writing 20 possible

Primary _____
Score _____ Level _____

English _____
Score _____ Level _____

Levels for each area:
0-6 – Beginning
7-14 –Somewhat Developed
15-17 – Moderately Developed
18-20 – Well Developed

Beginning = Emerging
Somewhat/Moderately Developed =
Expanding
Well Developed = Bridging

Overall Level Primary Language _____

Overall Level English _____

Overall Levels:
0-24 – 1 Beginning
25-56 – 2 Somewhat Developed
57-68 – 3 Moderately Developed
69-80 – 4 Well Developed

Guidance for Individualized Education Program Teams California Alternate Assessments for English Language Arts, Mathematics, and Science: Participation Decisions

This document is intended to help guide individualized education program (IEP) teams in determining whether the California Alternate Assessments (CAAs)—alternate assessments based on alternate achievement standards—are the most appropriate assessments for an individual student. The CAAs were developed by the California Department of Education to ensure that all students are able to participate in assessments that are a measure of what they know and can do in relation to the grade-level California Common Core State Standards (CCSS) and the California Next Generation Science Standards (CA NGSS). In addition, the CAAs were developed to be part of a system of curriculum, instructional, and assessment tools such that students with significant cognitive disabilities would be able to participate in content instruction and assessments that are aligned with the CA CCSS. This is accomplished by a linkage between the CA CCSS and Core Content Connectors (CCCs), which are in turn aligned with the CCC and CAA items.

IEP teams must consider a student’s individual characteristics when determining whether a student with a disability should participate in the general assessments, with or without accommodations, or in the alternate assessments. This document outlines steps that an IEP team is to take in determining whether the CAAs are appropriate for a student, including reviewing student records and important information across multiple school years and settings (e.g., school, home, community) and determining whether the student fits all of the criteria for participating in the CAAs as outlined in this document. Additionally, as part of the IEP process, parents must be clearly informed that their child’s achievement is being measured against alternate achievement standards, and of “how participation in such assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma.” While many of the students taking the CAAs are not on a “diploma track,” this “does not preclude a student with the most significant cognitive disabilities who takes an alternate assessment from attempting to complete the requirements for a regular high school diploma.”

Description of the CAAs

English Language Arts and Mathematics

The CAAs are assessments for English language arts (reading and writing) and mathematics in grades three through eight and grade eleven. They are on-demand assessments of approximately 29 test items that assess approximately 10 to 12 prioritized content targets per grade level, depending on the grade level. These content targets were identified for each grade on the basis of learning progressions and alignment with the grade-level CCSS. These assessments include multiple-choice, constructed-response, and technology enhanced items. Each content target is assessed by items that have been carefully and intentionally designed to assess a range of ability and performance.

Science

The new CAA for Science test was first piloted in the 2016–17 school year, and is completing a second pilot year in 2017–18. All students enrolled in grades five and eight will be administered the pilot test. All grade twelve students are to take the pilot test; if the student is in grades ten or eleven has finished their last science class, and the LEA elects to administer the assessment at those grade levels, those students may also be assessed. Regardless of the grade level in

which the test is taken, students will only take the test once in high school. This new assessment is aligned with the CA NGSS. The Next Generation Science Standards were developed by the States in conjunction with the National Research Council (NRC), the National Science Teachers Association (NSTA), the American Association for the Advancement of Science (AAAS), and other critical partners. The CAA for Science represents a new format of assessment for students with the most significant cognitive disabilities. Included with the assessment is a science lesson, which the teacher can deliver when it best fits their instructional calendar. After the lesson is taught, the teacher then conducts the actual assessment, and collects data on individual student performance.

Assessment Administration

English Language Arts and Mathematics

The CAAs for English language arts and mathematics are delivered via computer, with allowances for flexibility in administration (e.g., a student may respond to administrator-presented item stimuli rather than to the item stimuli on the computer). A trained testing examiner familiar with the student (e.g., the student's teacher) facilitates the administration in a 1:1 setting, presenting items via computer, paper, or manipulatives, as appropriate for the student. Items are administered to the student over the course of one or more testing sessions, as needed for the student to complete a content-area assessment.

The CAAs use a staged approach, meaning that each student receives items that have been determined to be an appropriate level of challenge. Embedded routing tests help determine the items a student encounters.

Science

The CAA for Science is also administered in a 1:1 setting, although the embedded lesson can be taught in a group setting. After the student has participated in instruction of the standard, the teacher then delivers the assessment and collects data on the student's performance. Overall, there is flexibility built in to the process, allowing the teacher to utilize materials that the student is most comfortable with, and to adjust the administration script to provide the student with a higher level of access, while not changing the standard being measured. After the CAA for Science has completed its pilot phase, this test will also move to the computerized platform for field and operational testing.

Participation Decisions

IEP teams should use the CAA Participation Decision Worksheet to determine whether a student is eligible to participate in the CAAs. The CAAs for ELA, and math are administered each year to students in grades three through eight and grade eleven whose IEPs determine participation in the alternate assessments, and who meet the required criteria. The CAA for Science is administered in grades five, eight, and once in high school. As reflected in the CAA guidelines, to participate in the CAAs, a student must meet all three of the following criteria:

1. **The student has a significant cognitive disability.** Review of the student's school records indicates a disability or multiple disabilities that significantly impact intellectual functioning and adaptive behavior essential for someone to live independently and to function safely in daily life.

2. **The student is learning content derived from the CA CCSS and CA NGSS.** Goals and instruction listed in the IEP for the student are linked to the enrolled grade-level CCSS and address knowledge and skills that are appropriate and challenging for this student.
3. **The student requires extensive, direct, individualized instruction and substantial supports to achieve measurable gains in the grade-level and age-appropriate curriculum.** The student:
 - (a) Requires extensive, repeated, individualized instruction and support that is not of a temporary or transient nature; and
 - (b) Uses substantially adapted materials and individualized methods of accessing information in alternative ways to acquire, maintain, generalize, demonstrate, and transfer skills across multiple settings.

Participation Descriptions

1. **A student with a significant cognitive disability** is one whose school records indicate a disability or multiple disabilities that significantly impact intellectual functioning and adaptive behavior. Adaptive behavior is defined as actions essential for an individual to live independently and to function safely in daily life. *Having a significant cognitive disability is not determined by an IQ test score; rather, a holistic understanding of the student is required.* IEP teams should be careful to consider...
 - Conceptual skills—language and literacy; money, time, and number concepts; and self-direction.

Social skills—interpersonal skills, social responsibility, self-esteem, gullibility, naïveté (i.e., wariness), social problem solving, and the ability to follow rules/obey laws and to avoid being victimized.
 - Practical skills—activities of daily living (personal care), occupational skills, healthcare, travel/transportation, schedules/routines, safety, use of money, use of the telephone.

As part of the IEP team decision, did the team also consider...

- community environment typical of the individual's peers and culture?
 - linguistic diversity?
 - cultural differences in the way people communicate, move, and behavior?
2. **The student is learning content derived from the CCSS and/or the CA NGSS.** The student's disability or multiple disabilities affect how the student learns curriculum derived from the CCSS or the CA NGSS. The student is learning content that is derived from the CA CCSS or CA NGSS that appropriately breaks the standards into smaller steps. The National Center and State Collaborative has derived these smaller steps from the CCSS to guide instruction, and they are called Core Content Connectors (CCCs). CCCs were also developed for the CA NGSS standards. A CCC is a representation of the essential "core" content of a given standard. Each CCC was identified by examining learning progressions aligned with the CCSS or CA NGSS to determine the critical content for students with significant cognitive disabilities.

3. The student's need for extensive, direct individualized instruction is not temporary or transient. His or her need for substantial supports to achieve gains in the grade-level and age-appropriate curriculum requires substantially adapted materials and customized methods of accessing information in alternative ways to acquire, maintain, generalize, demonstrate, and transfer skills across multiple settings.

The IEP team should consider the following information to determine whether the CAAs are appropriate for an individual student:

- Description of the student's curriculum and instruction, including data on progress
- Classroom work samples and data
- Examples of performance on assessment tasks to compare with classroom work
- Results of district-wide assessments
- Results of individualized reading assessments
- IEP information, including:
 - Present levels of academic achievement and functional performance, goals, and short-term objectives
 - Circumstances of a student with individualized and substantial communication needs or modes (from multiple data sources)
 - Circumstances of a student who may be learning English as a second or other language (i.e., an English learner), which may interfere with an accurate assessment of his or her academic, social, or adaptive abilities

Some issues, such as those listed below, may affect a student's learning experience and his or her ability to learn that are *not appropriate* to consider during the decision-making process for the CAAs. ***Do not use the following as criteria for participation/eligibility decisions:***

1. A disability category or label
2. Poor attendance or extended absences
3. Native language/social/cultural or economic difference
4. Expected poor performance on the general education assessment
5. Academic and other services student receives
6. Educational environment or instructional setting
7. Percent of time receiving special education
8. Student identification as an English learner (EL); as above, this is a consideration of how the student's English fluency may affect their performance – as opposed to their disability
9. Low reading level/achievement level
10. Anticipated disruptive behavior

11. Impact of test scores on accountability system
12. Administrator decision
13. Anticipated emotional distress
14. Need for accommodations (e.g., assistive technology/augmentative and alternative communication) to participate in assessment

For information about the CAAs, contact the Science and Alternate Assessments Office | CalAlt@cde.ca.gov | 916-445-8765

State Legislature Makes Changes to Home-Hospital Instruction for Students with Temporary Disabilities

By Anisa Jassawalla, Attorney at Law



On January 1, 2019, Assembly Bill 2109 took effect, making several changes to the laws governing home-hospital instruction for students with temporary disabilities. According to the bill's author "Unfortunately, unclear statutes have led some school districts to dis-enroll students once they become students of a hospital school.

This means parents have to re-enroll their students, which can lead to delays in students attending school, or students being unable to return to their prior school." AB 2109 seeks to remedy this situation.

The new provisions particularly effect general education students with temporary disabilities. A "temporary disability" is defined as a physical, mental, or emotional disability incurred while a pupil is enrolled in regular day classes or an alternative education program, and after which the pupil can reasonably be expected to return to regular day classes or the alternative education program. Typically, the district of residence or school attended prior to the hospitalization may disenroll the student with a temporary disability, leading to delays once discharged from the hospital and seeking to reenroll in the district of residence or school of last attendance.

However, a pupil with a temporary disability who is in a hospital located outside the school district in which the pupil's parent or guardian resides is deemed to have complied with the residency requirements for school attendance in the school district in which the hospital is located. As a result, the law shifts responsibility for providing such a pupil with hospital instruction to the school district in which the hospital is located.

AB 2109 authorizes, but does not require, a school district or charter school to continue to enroll a pupil who is receiving individual instruction in a hospital, in order to facilitate the pupil's timely reentry in his or her prior school after the hospitalization has ended, or to provide a partial week of instruction to a pupil who is receiving individual instruction in a hospital for fewer than five days per week.

AB 2109 requires school districts and charter schools to allow a pupil with a temporary disability receiving individual instruction in the home or hospital setting to return to the school or charter school that the pupil attended immediately before receiving individual instruction, as long as the pupil returns during the school year in which the individual instruction was initiated.

This bill also provides that a pupil who is receiving individual instruction in a hospital setting for a partial week is entitled to attend school in his or her school district of residence, or receive individual instruction provided by the school district of residence in the pupil's home, on days in which the pupil is not receiving individual instruction in a hospital.

For purposes of computing average daily attendance (ADA), a pupil may only be counted by the school district of residence or the charter school, or the school district in which the hospital is located, on days when the pupil is in attendance in that school district or charter school, or is receiving individual instruction in the hospital, respectively. The total attendance shall not exceed five days per week.

Given these changes to the law, local educational agencies will want to review their board policies and administrative regulations to ensure that they reflect current law consistent with the provisions of AB 2109.

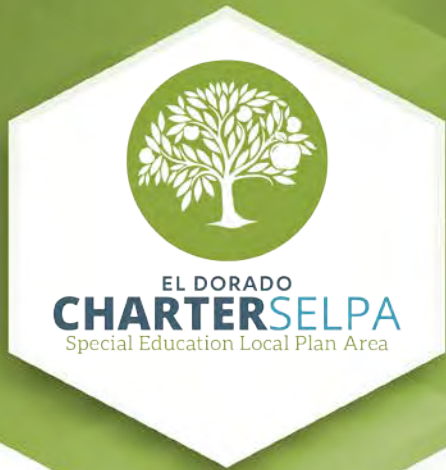
It is also important to mention that AB 2109 applies to students with temporary disabilities. Any decision regarding the appropriateness of individualized instruction for students receiving special education services pursuant to an IEP must be made by the student's IEP team.



-SACRAMENTO- PROFESSIONAL LEARNING OPPORTUNITIES

<i>Training</i>	<i>Date & Location</i>	<i>Register at</i>
CPI Full Certification	Tuesday, April 30, 2019 9:00 - 4:00 PM SAVA 5330 Power Inn Road, Suite D, Sacramento, CA 95820	https://goo.gl/EwoygM

For any questions about upcoming Professional Learning offerings, contact our Professional Learning team at SELPAPD@EDCOE.org or at 530-295-2462



-BAY AREA- PROFESSIONAL LEARNING OPPORTUNITIES

<i>Training</i>	<i>Date and Location</i>	<i>Register at</i>
Overview: An Introduction to Supporting English Learners- BAY East	Thursday, April 18, 2019 8:30 - 3:30 PM KIPP Bay Area Public Schools 1000 Broadway Street, Suite 460, Oakland, CA 94610	https://goo.gl/AccqHk
CPI Recertification- BAY East	Wednesday, May 1, 2019 8:00 – 1:00 PM KIPP Bay Area Public Schools 1000 Broadway Street, Suite 460, Oakland, CA 94610	https://goo.gl/jw7a6o
CPI Full Certification- BAY South	Friday, May 10, 2019 8:00 - 4:00 PM Escuela Popular 149 N. White Road, San Jose, CA 95127	https://goo.gl/4MYwfJ

For any questions about upcoming Professional Learning offerings, contact our Professional Learning team at SELPAPD@EDCOE.org or at 530-295-2462



-LOS ANGELES- PROFESSIONAL LEARNING OPPORTUNITIES

Training

Date & Location

Register at

<i>Training</i>	<i>Date & Location</i>	<i>Register at</i>
Meeting the Needs of Students with Autism: Understanding Eligibility, Support Strategies, and Evidence-Based Practices	Wednesday, May 1, 2019 9:00 - 4:00 PM Santiago Middle 515 N. Rancho Santiago Blvd., Orange, CA 92869	https://goo.gl/mx9m4q

For any questions about upcoming Professional Learning offerings, contact our Professional Learning team at SELPAPD@EDCOE.org or at 530-295-2462



-SAN DIEGO- PROFESSIONAL LEARNING OPPORTUNITIES

<i>Training</i>	<i>Date & Location</i>	<i>Register at</i>
Meeting the Needs of Students with Autism: Understanding Eligibility, Support Strategies, and Evidence-Based Practices	Tuesday, April 16, 2019 8:30 - 3:30 PM O'Farrell 6130 Skyline Drive San Diego, CA 92127	https://goo.gl/3X7bUV
CPI Full Certification	Tuesday, May 14, 2019 8:30 - 3:30 PM O'Farrell 6130 Skyline Drive San Diego, CA 92127	https://goo.gl/M8Em34