

# The Master Contract – *Did You Know?*



May 2022

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## INTRODUCTION

A Master Contract is a written agreement which specifies administrative and financial agreements between a Local Education Agency (LEA) and Non-Public Agency/School (NPA/S) providing special education related services. An LEA is responsible for securing a Master Contract with the contracting NPA/S prior to the first day of service provision.

This document includes highlights of important sections of the Master Contract. If you would like to view the full Master Contract document, [please click here](#).



## CONTRACT BASICS

- Prior to a Master Contract commencing, the following information should be provided by the NPA/S to the school/LEA:
  - NPA/S certification letter from the California Department of Education (CDE)
  - NPA/S must be on the CDE list of approved providers located [HERE](#).
  - Documentation of insurance outlined in Master Contract
- The NPA/S will hold the LEA harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the service/placement provided.
- The NPA/S is responsible for the following trainings, credentials and clearances of its employees:
  - Current NPA/S staff licenses, certificates, permits or other documents equivalent to that which staff in the school/LEA are required to hold
  - Missing Children Policy
  - Child Protective Services Requirement
  - Crisis Intervention Training
  - AB 1172 Requirements
  - Tuberculosis Clearance

For more information regarding NPA/S responsibilities please refer to the [Master Contract](#).



## INDIVIDUAL SERVICE AGREEMENT (ISA)

The ISA must be completed for each student receiving NPA/S services.

- The ISA connects the NPA/S Master Contract to students and their services.
- This essential agreement is used to specify services, frequency and costs between the LEA and the chosen NPA/S.
- Changes to services may only be made by the IEP team. (Education Code § 56366 (a)(3)).
- As a reminder, if any IEP services are changed, the ISA must then be updated accordingly. [ISA form](#).



## RECORDS

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



## CONTRACT BILLING AND ADMINISTRATION

It is required that the LEA complete an on-site visit prior to student enrollment in an NPS and/or Residential Treatment Center (RTC).

- Annual visits are also required while the student is attending the NPS and/or RTC.
- The Master Contract may be modified or amended by the school/LEA with a 30-day notice.
- It is understood that all billable hours must be in direct services to students specified in the ISA.
- The Master Contract or ISA may be terminated for good cause with a 20-day notice.



## COMMUNICATIONS REQUIREMENTS

- All problems and/or concerns reported to parents/guardians, both verbal and written, shall also be promptly provided to the school/LEA.
- The NPA/S must notify the school/LEA within five (5) school days after NPA/S becomes aware of a student's change of residence.
- The school/LEA must be notified within 45 days when staffing changes occur at the NPA/S which may affect the provision of services to the school/LEA's students.
- If the student is withdrawn by a parent/guardian, the NPA/S must email or fax a report to the school/LEA immediately and send a written notification within five (5) business days.
- On a monthly basis, the NPS will provide the school/LEA with a written report of all incidents in which a statutory offense is committed by any school/LEA student, regardless of if it results in a disciplinary action of suspension or expulsion.
- The NPA/S must provide a Behavior Emergency Report to the LEA within one day of an emergency intervention. Please refer to the "NPS Student Behavior and Discipline" section below for additional information.
- Attendance at an IEP meeting is part of the NPA/S's professional responsibility and is not a billable service under the contract.
- The school/LEA and NPA/S may agree to amend the contract to include IEP meeting attendance.



## ATTENDANCE AT MEETINGS

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



## **ASSESSMENTS**

- All assessments resulting from an assessment plan shall be conducted by the school/LEA unless the school/LEA specifies in writing a request that NPA/S perform such additional assessment(s).
- NPA/S 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.
- The NPS or RTC will administer all statewide assessments, as appropriate to the student including CAASPP, DRDP, ELPAC, and PFT.



## **PROGRESS REPORTS**

- Progress reports and/or service logs should be provided on a monthly basis.
- The NPA/S shall provide progress reports to the parents/guardians and school/LEA at least four (4) written progress reports/report cards per year.
- The NPA/S will provide supporting documentation used to determine progress or lack of progress on approved goals, objectives, transition plans or BIPs.



## NPS STUDENT BEHAVIOR AND DISCIPLINE

- An NPS must develop a written policy regarding emergency interventions and Behavioral Emergency Reports (BER).
  - If a student attending an NPS exhibits behaviors that interfere with their learning or the learning of others, the NPS will immediately coordinate with the IEP team to timely and appropriate assessments and positive supports and interventions.
- A BER will be provided to the parents/ guardians and the school/LEA within 24 hours for any type of restraint or seclusion of a student.
  - The NPS will schedule an IEP to review the BER and Positive Behavior Interventions and consider development or revisions to the BIP.
- When the NPS seeks to remove a student from his/her current educational placement for disciplinary reasons, the NPS will:
  - Immediately submit a written discipline report to the school/LEA.
  - Schedule a Manifestation Determination meeting no later than the tenth (10th) day of suspension.
  - Reminder: Changes in the student's educational program (instruction, services, or placement) may only be made based on revisions to the student's IEP
- For more information regarding NPS and RTC placement considerations, please refer to the EDCOE Charter SELPA NPS/RTC guidelines. [NPS/RTC Guidelines](#).



## ***NPS PROGRAM REQUIREMENTS***

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



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

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





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



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