

SANTA ROSA CITY SCHOOLS

MASTER AGREEMENT
2024-2025

**MASTER AGREEMENT
GENERAL AGREEMENT FOR SPECIAL EDUCATION SERVICES**

2024 -2025

Local Education Agency:

SANTA ROSA CITY SCHOOLS:

MASTER AGREEMENT

AUTHORIZATION FOR MASTER AGREEMENT AND GENERAL PROVISIONS

1. MASTER AGREEMENT

This Master Agreement is entered into on, **August 1, 2024**, between **Insert LEA**, hereinafter referred to as the local educational agency (“LEA”), a member of the Sonoma County SELPA and **Santa Rosa City Schools**, also a local education agency, hereinafter referred to as “SRCS” for the purpose of providing special education and/or related services to students with exceptional needs. It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or SRCS 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 SRCS.

Upon acceptance of a student, LEA shall submit to SRCS an Individual Service Agreement (hereinafter referred to as “ISA”) and a student Enrollment form as specified in SRCS Procedures. Unless otherwise agreed in writing, these forms shall acknowledge SRCS’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within fifteen (15) days of a student’s enrollment. LEA and SRCS shall enter into an ISA for each student served by SRCS. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement 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 SRCS placement and services until the date on which an IEP team meeting is convened, the IEP team determines that the SRCS placement is appropriate, and the IEP is signed by the student’s parent.

2. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master AGREEMENT unless otherwise agreed, SRCS shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations.

3. TERM OF MASTER AGREEMENT

The term of this Master AGREEMENT shall be from August 1, 2024 – July 31, 2025 (unless otherwise stated). Neither the SRCS nor the LEA is required to renew this Master AGREEMENT in subsequent AGREEMENT years. The parties acknowledge that any subsequent Master AGREEMENT is to be re-negotiated prior to July 31, 2025.

4. INTEGRATION/CONTINUANCE OF AGREEMENT FOLLOWING EXPIRATION OR TERMINATION

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

If this Master AGREEMENT expires or terminates, SRCS shall continue to be bound to all of the terms and conditions of the most recent executed Master AGREEMENT between SRCS and LEA for so long as SRCS is servicing authorized students at the discretion of the LEA.

5. INDIVIDUAL SERVICE AGREEMENT; EXHIBIT B (“ISA”)

This Agreement shall include an ISA developed for each student to whom SRCS is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA. An ISA may be effective for more than one AGREEMENT year provided that there is a concurrent Master AGREEMENT in effect. If this Master AGREEMENT expires or terminates, SRCS, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between SRCS and LEA for so long as SRCS is servicing authorized students.

Any and all changes to a student’s educational placement/program provided under this Master AGREEMENT and/or an ISA shall be made solely on the basis of a revision to the student’s IEP or by written agreement between the parent and LEA. At any time during the term of this Master AGREEMENT, a student’s parent, SRCS, 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 AGREEMENT, the SRCS shall provide all services specified in the IEP unless the SRCS and the LEA agree otherwise in the ISA. In the event the SRCS is unable to provide a specific service at any time during the life of the ISA, SRCS shall notify the LEA in writing within five (5) business days of the last date a service was provided. SRCS shall provide any subsequent compensatory service hours awarded to a student as a result of lack of provision of services while student was served by SRCS.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, SRCS 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. SRCS shall adhere to all LEA requirements concerning changes in placement.

6. DEFINITIONS

The following definitions shall apply for purposes of this AGREEMENT:

- a. The term “authorized LEA representative” means a LEA administrator designated to be responsible for the purposes of this AGREEMENT.

b. 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).

c. 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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)).

d. 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).

e. “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).

f. The term “days” means calendar days unless otherwise specified.

ADMINISTRATION OF AGREEMENT

7. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master AGREEMENT. Notices to SRCS shall be addressed as indicated on signature page of this Master AGREEMENT.

8. MAINTENANCE OF RECORDS

All records shall be maintained by SRCS as required by state and federal laws and regulations.

SRCS shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. SRCS shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or SRCS having a legitimate educational interest in requesting or receiving information from the record and comply with parents' requests for copies of student records, as required by state and federal laws and regulations.

9. 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.

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

This Master AGREEMENT may be modified or amended by either party 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 SRCS 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. Both parties shall meet to negotiate any amendments or modifications to the Master AGREEMENT.

11. TERMINATION

This Master AGREEMENT or ISA may be terminated for cause. The cause shall not be the availability of a public class within LEA initiated during the period of the AGREEMENT unless the parent agrees to the transfer of the student to the LEA program at an IEP team meeting. To terminate the AGREEMENT either party shall give no less than twenty (20) days prior written notice (At the time of termination, SRCS shall provide to LEA any and all documents SRCS is required to maintain under this Master AGREEMENT. ISAs are void upon termination of this Master AGREEMENT, as provided in Section 5 or 6.

12. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, SRCS shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and contractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master AGREEMENT 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 SRCS, including, without limitation, its agents, employees, contractors 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 SRCS. The LEA shall have the right in their sole discretion to select counsel if it's choice to provide the defense at the sole cost of the SRCS or the applicable insurance carrier.

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

SRCS 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 the SRCS's indemnification obligations under this Master AGREEMENT.

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 the LEA's indemnification obligations under this Master AGREEMENT.

13. CONFLICTS OF INTEREST

The LEA shall neither execute an ISA with SRCS 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 SRCS to the student without prior written authorization by LEA. This paragraph shall apply to SRCS regardless of when an assessment is performed or a report is prepared (e.g. before or after the student is enrolled in SRCS'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 SRCS.

EDUCATIONAL PROGRAM

14. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide SRCS with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by SRCS. SRCS shall provide special education and/or related services (including transition services) to each student consistent with the student's IEP and as specified in the ISA. SRCS 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), SRCS shall notify LEA if provision of services cease.

Unless otherwise agreed to between SRCS and LEA, SRCS shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. 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 SRCS. SRCS shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations..

15. PROGRAM OF INSTRUCTION

Students served through an ISA pursuant to this AGREEMENT, shall be enrolled in SRCS board approved courses. A student served under this AGREEMENT who completes courses sufficient to meet SRCS diploma requirements, shall be awarded an SRCS high school diploma.

16. TRANSPORTATION

LEA shall be responsible for arranging for any transportation service required as part of the student's IEP. Transportation is not included in the Program Cost.

17. EXTENDED SCHOOL YEAR

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 more than twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

18. DATA REPORTING

SRCS shall agree to provide to the LEA all data related to student information and billing information with LEA. SRCS shall agree to provide data related to all sections of this AGREEMENT, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that SRCS shall utilize the 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.

Using forms developed by the CDE or as otherwise mutually agreed upon by SRCS and LEA, SRCS shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, whether or not it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses described as described in Education Codes sections 48900 and 48915. SRCS shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

19. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

SRCS and LEA shall follow all 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.

SRCS 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.

20. STATEWIDE ACHIEVEMENT TESTING

SRCS 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), Physical Fitness Testing, the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

21. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

SRCS 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 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.

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.

SRCS 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. SRCS shall notify Parent within twenty-four (24) hours via telephone.

If the student’s IEP does not contain a BIP 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. SRCS shall schedule with LEA an IEP meeting within two (2) days.

22. STUDENT DISCIPLINE

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by SRCS and LEA, SRCS shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code 48900 and 48915. SRCS shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When SRCS seeks to remove a student from his/her current educational placement for disciplinary reasons, SRCS shall immediately submit a written discipline report to the LEA. 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 SRCS; 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. SRCS and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

23. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with SRCS, 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 SRCS; 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).)

Except as otherwise provided in the Master AGREEMENT, SRCS 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 AGREEMENT, the parent, SRCS 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 SRCS in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, SRCS and LEA. SRCS shall provide to LEA assessments and written assessment reports by service providers upon request.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master AGREEMENT, may only be made because of revisions to the student's IEP. If SRCS believes the student requires a change of placement, SRCS may request a review of the student's IEP to consider a change in the student's placement.

24. DUE PROCESS PROCEEDINGS

SRCS shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make SRCS's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. SRCS 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 all documentation that pertains to the operation of SRCS's program and /or the implementation of a particular student's IEP / Individual and Family Service Plan ("IFSP").

25. COMPLAINT PROCEDURES

SRCS shall maintain and adhere to its own written procedures for responding to parent complaints. SRCS shall immediately notify LEA of any written complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including all reports generated as a result of an investigation.

26. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

SRCS shall provide to parents written progress reports / report cards as specified in the IEP.

The SRCS 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 / posttests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA

may request such data at any time within five (5) years of the date of service. The SRCS shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

SRCS 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 any annual plan review or reevaluation IEP meeting.

27. ABSENCES

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

28. GRADES, HIGH SCHOOL COURSE CREDITS & TRANSCRIPTS

SRCS is responsible for assigning grades for any course of instruction taught at SRCS.. The grades each pupil receives in all courses of instruction taught by SRCS shall be reported to the parents and the LEA in accordance with SRCS policy. Consistent with the LEA, should it become evident to the SRCS the pupil is in danger of failing a course, SRCS must notify parent and LEA representative

When SRCS serves students in grades nine (9) through twelve (12) inclusive, SRCS shall provide to LEA a list of courses leading toward graduation or completion of SRCS's diploma/completion requirements. SRCS shall not recommend awarding a high school diploma to students who have not successfully completed SRCS's graduation requirements.

SRCS 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 to the LEA for evaluation of progress toward completion of diploma, or alternate process requirements as specified in SRCS policy and procedures.

29. STUDENT CHANGE OF RESIDENCE

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

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

30. WITHDRAWAL OF STUDENT FROM PROGRAM

SRCS 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 parent/guardian withdrawal of student against professional advice.

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HEALTH AND SAFETY

31. HEALTH AND SAFETY

SRCS shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety.

32. FACILITIES AND FACILITIES MODIFICATIONS

SRCS 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.

33. ADMINISTRATION OF MEDICATION

SRCS shall comply with the requirements of California Education Code section 49423 et seq. SRCS 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 SRCS's employee who administered the medication. SRCS maintains full responsibility for storing medications in a secure location and ensuring 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.

34. INCIDENT/ACCIDENT REPORTING

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

FINANCIAL

35. ENROLLMENT, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

SRCS shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA, with the exception of transportation service and/or Extended School Year services, based on the rate for the SRCS program in which the student is enrolled. All payments by LEA shall be made in accordance with the terms and conditions of this Master AGREEMENT and governed by all applicable federal and state laws.

SRCS shall bill LEA per the corresponding program rate for the standard services required by the program. Additional services identified in the IEP, including, but not limited to, transportation, shall be billed at actual cost in addition to the standard program rate. SRCS will report attendance and collect ADA funds for LEA students. LEA will receive a program credit of 85% of 1 ADA at the SRCS base grant rate, regardless of ADA received or actual attendance. All charges and credits shall be prorated for the actual dates of enrollment, if not enrolled for the full year.

SRCS shall submit invoices and related documents to LEA for payment, no less than twice per year. Invoices and related documents shall be properly submitted electronically. Electronic signatures may be used, if provided in a non-editable format that includes a date/time stamp. At a minimum, each

invoice must contain the following information: student #, month(s) of service, program cost per billing period, approved cost of each invoice. For any additional services provided the 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, and total for each additional service and total for the invoice.

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 AGREEMENT.

SRCS will invoice the LEA 75% of the projected annual billing no later than December 31st and the final invoice will be issued no later than June 30th. ESY, if applicable, will be billed separately in total no later than August 15th. LEA shall make payment to SRCS at rates specified in this AGREEMENT within forty-five (45) days of LEA's receipt of properly submitted invoices. SRCS 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.

Upon approval of said payment demand, LEA shall make payment in accordance with the agreed upon rate as indicated in the ISA. Payment shall be made within forty-five (45) days of LEA's receipt of payment demand except when approval is denied and LEA exercises its right to withhold.

In no case shall initial payment claim submission for any Master AGREEMENT fiscal year (July - June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master AGREEMENT fiscal year (July - June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues.

36. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to SRCS when: (a) SRCS has failed to perform, in whole or in part, under the terms of this AGREEMENT; (b) SRCS was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) SRCS fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (d) SRCS 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 SRCS in connection with the termination of a Master AGREEMENT 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 SRCS determined to have been paid in error or in anticipation of correction of documentation deficiencies by the SRCS that remain uncorrected.

If LEA determines that cause exists to withhold payment to SRCS, LEA shall, within ten (10) business days of this determination, provide to SRCS written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the agreement to be withheld. Within thirty (30) days from the date of receipt of such notice, SRCS 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of SRCS's written request showing good cause, LEA shall extend SRCS'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 SRCS believes that payment should not be withheld, SRCS shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to SRCS's notice within thirty (30) business days by indicating that a warrant for the 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 SRCS's notice, SRCS may invoke the following escalation policy.

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

After sixty (60) business days: The LEA or SRCS may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the AGREEMENT, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

37. SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or SRCS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code sections 41422 and 46392:

- a) If SRCS remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, SRCS shall receive payment, regardless of whether a sending LEA is open or closed.
- b) SRCS School Closure - In the event of a SRCS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, SRCS shall not receive payment for days the student is not in attendance due to SRCS's school closure. If the LEA is unable to obtain alternative placement, SRCS shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c) LEA and SRCS School Closure- In the event of the LEA and SRCS School Closures, on days the LEA is funded, SRCS shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, SRCS shall not receive payment for days the student is not in attendance with SRCS due to SRCS'S school closure.

When the emergency school closure is lifted, SRCS shall notify the LEAs it serves of any lost instructional minutes. SRCS 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.

38. INSPECTION AND AUDIT

SRCS shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); 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;; transportation and other related service contractors; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies.

SRCS shall make all records available at SRCS’s offices (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. SRCS shall, at no cost to LEA, help with such examination or audit. LEA’s rights under this section shall also include access to SRCS’s offices for purposes of interviewing SRCS’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.

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

39. RATE SCHEDULE; EXHIBIT A

The attached rate schedule (EXHIBIT A) limits the number of students that may be enrolled and maximum dollar amount of the AGREEMENT. It may also limit the maximum number of students that can be provided specific services.

Special education and/or related services offered by SRCS 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 AGREEMENT, shall be as stated in Exhibit A.

AGREEMENT SIGNATURE PAGE:

This AGREEMENT includes the attached General Provisions, **Exhibits A – B**, and any ISAs executed by SRCS and SELPA Member Districts. No payment shall be due under this AGREEMENT for special education or related services provided to any pupil unless and until a SELPA member district and SRCS execute an ISA for such pupil.

Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
SRCS Administrator		Name of LEA Administrator	
Administrator’s Title		Name of LEA’S Title	

116 Stony Point Rd. Ste.210
Santa Rosa, CA, 95409
(707)

LEA Address
LEA City, State, Zip
LEA/A Phone
