

LEA: San Pasqual Union School District

Nonpublic: San Diego Center for Children

**2022-2023  
Nonpublic  
Master Contract**

**Appendix A: Schools**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2022-2023**

**Index of Provisions**

<b>Contract Section</b>	<b>Page Number</b>
<b>SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)</b>	
.....	1
<b>SECTION 2: EDUCATIONAL PROGRAM</b>	
2.1 Admission/Enrollment Procedure .....	1
2.2 General Program of Instruction.....	1
a. Transcripts .....	2
b. Foster Youth .....	2
2.3 Supplies and Equipment.....	2
2.4 Calendar .....	2
2.5 Creditable Days of Attendance/Instructional Minutes .....	3
2.6 Parent Visits.....	3
2.7 Assessments .....	3
a. State Mandated Testing.....	3
2.8 Staff Absences.....	3
2.9 Monitoring .....	3
<b>SECTION 3: SAFETY</b>	
3.1 Safe and Appropriate Environment.....	4
a. Facilities .....	4
b. Fire Drills.....	4
c. Earthquake Procedures .....	4
3.2 Attendance.....	4
a. Absences .....	4
b. Change of Pupil's District of Residence.....	5
c. Parent Withdrawal of Pupil.....	5
d. Make-up Days/Saturday School .....	5
e. Medication .....	5
f. Medical .....	5
<b>SECTION 4: FINANCIAL</b>	
4.1 Rate Schedule for Contract Year .....	6
a. General Program Tuition Rate .....	6
1) Inclusive Education Program .....	6
2) Related Services .....	6
<b>SECTION 5: APPROVALS</b>	
Signature Page.....	9

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2022-2023**

**NONPUBLIC MASTER CONTRACT  
Appendix A: Schools**

**SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS**

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

**SECTION 2: EDUCATIONAL PROGRAM**

**2.1 ADMISSION / ENROLLMENT PROCEDURE**

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

**2.2 GENERAL PROGRAM OF INSTRUCTION**

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2022-2023**

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 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 (2<sup>nd</sup>) 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 EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2022-2023**

**2.5**     CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

**2.6**     PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

**2.7**     ASSESSMENTS

a.       State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

**2.8**     STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

**2.9**     MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2022-2023**

**SECTION 3: SAFETY**

**3.1 SAFE AND APPROPRIATE ENVIRONMENT**

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

**3.2 ATTENDANCE**

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement; and, if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10<sup>th</sup>) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10<sup>th</sup>) day of absence.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2022-2023**

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the 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 pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The 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.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2022-2023**

**SECTION 4: FINANCIAL**

**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: San Diego Center for Children

The CONTRACTOR NPS ID NUMBER: 37-68338-7093115

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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 pupil's IEP.) DAILY RATE: \$245.35

2) Related Services

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - Licensed SLP-A</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Aide</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2022-2023**

<u>Assistive Technology Services - Classified (445)</u>		
<u>Occupational Therapy (450)</u>		
<u>Occupational Therapy (450) – Certified OT Assistant</u>		
<u>Physical Therapy (460)</u>		
<u>Physical Therapy – Licensed PT Assistant (460)</u>		
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>	<u>Included</u>	<u>Weekly</u>
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Behavior Intervention Services (535) – BI Design</u>		
<u>Behavior Intervention Services (535) – BI Implementation</u>		
<u>Behavior Intervention Services (535) – BII (AIDE)</u>		
<u>Behavior Intervention Services (535) – BII (RBT)</u>		
<u>Behavior Intervention Services (535) – Supervision</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>Interpreter Services Shift Differential (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Braille Transcription (735)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness Preparation (820)</u>		

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2022-2023**

<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	_____	_____
<u>Career Awareness (840)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Agency Linkages (referral and placement) (865)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other Services (900) - Music Therapy</u>	_____	_____
<u>Other Services (900) - Vision Therapy</u>	_____	_____
<u>Other Service (900)</u>	_____	_____
<u>Transportation – Emergency</u>	_____	_____
<u>Bus Passes</u>	_____	_____

NOTES: \_\_\_\_\_

*\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.  
List late pick up fees in the notes section of the rate sheet.*

**San Diego County Nonpublic Master Contract  
Appendix A: Schools  
2022-2023**

**SECTION 5: APPROVALS**

**CONTRACTOR**  
Nonpublic School

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Type) Name and Title

**LEA**  
Local Educational Agency

  
\_\_\_\_\_  
Authorized Representative Signature

DATE: 5.3.23

Mark Burroughs, Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_