

CURRICULUM
& INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Director of Intervention Support Services

AGENDA ITEM: MASTERING THE SUSPENSION/EXPULSION WORKSHOP

BACKGROUND INFORMATION:

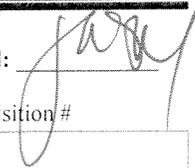
This workshop is designed to assist administrators in dealing with regular education, Section 504 and special education student suspensions and expulsions. Each participant will receive step-by-step instructions on the latest Education Code provisions on suspensions and expulsions of students.

Handouts include charts, comparisons, checklists, flow charts and forms. Sample forms include: *Notice of Suspension, Other Means of Correction Chart, Student Discipline, Responding to Cyberbullying, Behavior Support Plans*. In addition, participants will learn how to avoid losing an expulsion appeal.

RECOMMENDATION:

Approve the attendance of Veronica Medina, Cornelio Egasani, Manuela Colom, Luis Ramos and Sergio Campos to the Mastering the Suspension/Expulsion workshop at the San Diego County Office of Education on September 30, 2015 at a cost not to exceed \$125 from the supplemental & concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$125.00

(Amount)

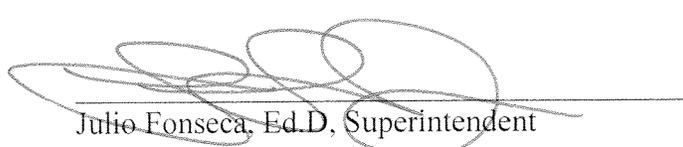
Supplemental & Concentration Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education & Pupil Services
Sergio Campos, Psy.D., Director

AGENDA ITEM: CRITICAL ISSUES CONFERENCE 2015

BACKGROUND INFORMATION:

The Critical Issues Conference is held annually and is hosted by legal experts. This year's conference includes a comprehensive mix of general sessions and intensive workshops. It covers the most comprehensive overview of special education court cases, identifying and avoiding common legal mistakes that schools make: exploring effective alternatives to due process.

The cost implications for the attendance of this conference are:

- Registration: \$85.00 = \$85.00 (paid by SELPA)
- Hotel: \$139.00 x 2 days = \$278.00

RECOMMENDATION:

Approve the attendance of Sergio Campos, Director of Special Education to the Critical Issues Conference 2015 on October 21-23, 2015 in Palm Springs, at a cost not to exceed \$278.00 from Special Education funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

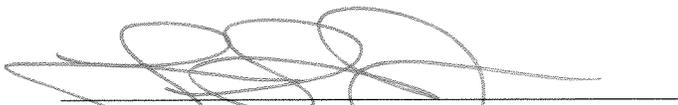
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Director of Intervention Support Services

AGENDA ITEM: BAY AREA TECHNOLOGY RESEARCH TRIP

BACKGROUND INFORMATION

The Technology and Innovation Committee responsible for the SYSD Technology Plan has an opportunity to research and gather deeper understanding of the best approach for the implementation of the technology tools of today and the future. With the opportunity to visit several schools and districts implementing various devices (Ipads, Laptops and Chromebooks) in an area where there is cutting edge advancements in technology, the committee hopes to gather the information it needs to ensure the best possible approach to successfully implement SYSD's technology initiatives and plan.

Estimated cost implications will include:

Lodging: \$1,500 + Airfare: \$5,000 + Car Rental: \$500 + Parking: \$100 + Meals: \$400 = Total: \$7,500

RECOMMENDATION:

Approve the attendance of the District's Tech Committee (Vikki Viramontes, Norma Campos, Michael Direen, Eddie Garcia, Sylvia Mayer, Catalina Baltazar, Maria Delgadillo and Mr. Tony Hua) and 2 Board Members (TBD) to the field trip to the Bay Area on October 15-16, 2015 at an estimated cost of \$7,500 and not to exceed \$8,000 for all participants from supplemental & concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$8,000

(Amount)

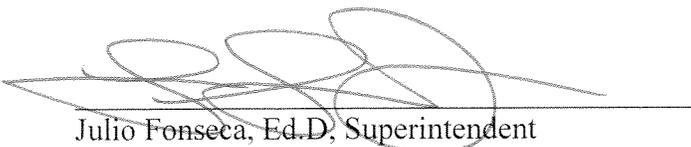
Supplemental & Concentration Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operations Officer

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

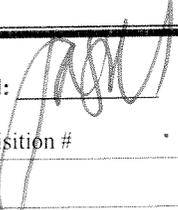
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The district would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to education and to our students.

RECOMMENDATION:

Accept donations valued at \$8,425.00 to help support and enrich our educational programs.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2014-2015 Budget?

Requisition #

Yes No

Yes No

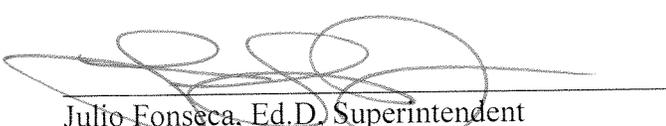
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Administration

AGENDA ITEM: NATIONAL CENTER FOR EDUCATION RESEARCH & TECHNOLOGY
(NCERT) MEMBERSHIP AGREEMENT

BACKGROUND INFORMATION:

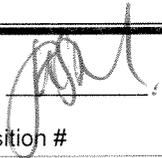
The National Center for Education Research & Technology (NCERT) is a membership for superintendents by nomination limited to 85 of the 18,000 superintendents in the Country. The goal of NCERT is to network the country's top creative and innovative superintendents with other superintendents and with the leaders of the industries they depend upon for technology and research to enhance student success.

Dr. Julio Fonseca was nominated for membership. The membership will give him the opportunity to attend conferences that will offer him cutting edge ideas and strategies in the areas of technology leadership and educational research. The cost for conferences are covered by NCERT with a minimal cost for parking, rentals, shuttles and mileage.

RECOMMENDATION:

Approve the membership agreement with National Center for Education Research & Technology (NCERT) at an annual cost of \$6,950 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-16 Budget?

Requisition #

Yes No

Yes No

N/A

\$6,950.00
(Amount)

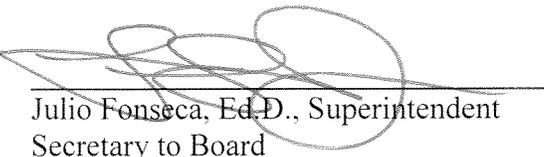
General Fund
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to Board

EDUCATIONAL TECHNOLOGY, RESEARCH AND LEADERSHIP PRACTICES AGREEMENT

THIS EDUCATIONAL TECHNOLOGY, RESEARCH AND LEADERSHIP PRACTICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____ 2015, by and between National Center for Education Research and Technology, Inc., a California corporation (hereinafter "NCERT"), and San Ysidro School District (hereinafter "District").

RECITALS

WHEREAS, NCERT links top performing superintendents from throughout the United States with leading business practitioners for the purpose of designing systems to promote leadership, research, and technology practices to enhance student success.

WHEREAS, the National Directors and Advisors of NCERT have nominated the District to participate in the education and technology research and professional development programs of NCERT.

WHEREAS, NCERT has demonstrated expertise in providing quality management, professional development and education research and technology services to school districts throughout the United States.

WHEREAS, the District desires to participate in the educational technology and research activities, professional development programs and various education and management services of NCERT.

WHEREAS, the services, programs and benefits associated with NCERT are not available (at any cost) through any public agency known by NCERT.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises, undertakings, representations, conditions and terms contained herein, the parties agree as follows:

1. Term of the Agreement. This Agreement shall become effective on September 1, 2015, and continue for three (3) years (the "Initial Term"). This Agreement shall be automatically extended, at the end of the Initial Term or any renewal period, for a renewal period of one year unless either party gives notification of termination to the other party ninety (90) days or more prior to the termination of the Initial Term or any renewal period thereafter.

2. Termination.

(a) By District. District may elect to terminate this Agreement upon the occurrence of any of the following events: (1) NCERT has materially defaulted on or materially breached any Section of this Agreement; (2) NCERT becomes insolvent, bankrupt or the subject of a receivership; (3) NCERT makes a general assignment for the benefit of creditors. Termination of the Agreement under this subsection shall not relieve District of its obligation to pay any financial obligation owed to NCERT.

(b) By NCERT. NCERT may elect to terminate this Agreement upon the occurrence of any of the following events: (1) District has materially defaulted on or materially breached any Section of this Agreement; (2) District becomes insolvent, bankrupt or the subject of a receivership; (3) District makes a general assignment for the benefit of creditors; (4) District has failed to pay, when due, any invoice or other financial obligation owing to NCERT by District; provided, however, District shall be first given a 15 day cure period, effective from the date the invoice is due and payable, to cure the nonpayment default before the Agreement shall terminate. Termination of the Agreement under this subsection shall not relieve District of its obligation to pay any financial obligation owed to NCERT.

3. Services. NCERT shall provide to or make available to the District the following services:

(a) Symposiums. NCERT shall plan and offer two annual Superintendent symposiums each year featuring outstanding presenters, facilitators and leaders. The cost of airline transportation (based on NCERT-established Travel Cap) up to five hundred dollars and no cents (\$500.00), conference meals and conference lodging of the District's Superintendent for the symposiums shall be borne by NCERT as part of the Annual Fee paid by District. In the event the Superintendent cannot attend the symposium(s), there will be no refund of any portion of the Annual Fee (as defined below) to the District.

(b) Research and Report Thereon. NCERT shall conduct research on topic(s) selected, after collaboration with various superintendents from districts who have contracted with NCERT, and provide a written report to the District (hereinafter "Research"). The District may request additional copies of the reports for its use at prices set by NCERT (which will not exceed cost plus fifteen percent).

(c) Consulting Services. NCERT shall provide consulting services to the District for projects requested by the District ("Consulting Services"). Prior to any Consulting Services being performed, the Superintendent of the District and NCERT shall agree on the nature, scope and timing of the Consulting Services and agree on a budget for such services.

4. Fees. Annual Fee for Services. District shall be charged \$6,950 for the services provided by NCERT to District under this Agreement ("Annual Fee"). District shall pay annually in advance. NCERT may increase the Annual Fee up to six percent per annum in order to account for inflation, increases in airline costs, and/or increases in hotel costs.

5. Ownership of Research by NCERT.

(a) Ownership. Full and exclusive rights and ownership of the Symposiums, Research and any Consulting Services as contemplated by Section 3 of this Agreement (and in any and all related letters patent, trademarks, copyrights, trade secrets, confidential information and any other proprietary rights which NCERT possesses or is entitled to as provided in this Agreement) shall be the sole property of NCERT. However, District shall retain a non-exclusive, perpetual license to any such Symposiums, Research or Consulting Services for its own benefit (but not for the benefit of any other school or school district, whether private or public).

6. Independent Contractor. NCERT is and shall at all times be an independent contractor and shall not be deemed an employee, partner or agent of District. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.

7. Other Agreements. This Agreement, including any and all exhibits hereto, contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. Each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement.

8. Modification of Agreement. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed both parties. The parties further agree that the provisions of this Section may not be waived except as herein set forth.

9. Forbearance - No Waiver. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

10. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

11. Dispute Resolution; Mediation; Arbitration.

(a) Dispute Resolution. It is the objective of the parties to establish procedures to facilitate the informal and inexpensive resolution of any and all disputes arising out of this Agreement by mutual cooperation and without resort to litigation. To accomplish this objective, the parties agree to follow the procedures set forth below if and when a dispute arises under this Agreement. The complaining party shall write a description of the alleged breach of the Agreement and send it to the other party by the manner set forth in the notice provision of this Agreement. This letter shall explain the nature of the complaint and refer to the relevant Sections of this Agreement upon which the complaint is based. The complaining party shall also set forth a proposed solution to the problem, including a specific time frame within which the parties must act. The party receiving the letter must respond in writing within ten (10) days of receipt with an explanation, including references to the relevant Sections of this Agreement and a response to the proposed solution. Within ten (10) days of receipt of this response, the parties must meet at a mutually acceptable neutral site in Orange County, California and discuss options for resolving the dispute. The complaining party must initiate the scheduling of this resolution meeting.

(b) Mediation. A settlement conference must be held within thirty (30) days of an unsuccessful resolution meeting. The settlement conference will be held at the local offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS"). The complaining party must contact JAMS to schedule a settlement conference within thirty (30) days of the dispute. The parties may agree on a retired judge from the JAMS panel. If the parties are unable to agree on a JAMS panel judge, JAMS will provide a list of the three available judges and each party may strike one name each. The remaining judge will serve as the mediator at the settlement conference. Neither party may initiate arbitration proceedings until mediation is completed.

(c) Arbitration. If the dispute is not settled by the settlement conference, the parties agree to submit the dispute to JAMS for final and binding arbitration. The parties may agree on a retired judge from the JAMS panel. If the parties are unable to agree, JAMS will provide a list of three available judges and each party may strike one. The remaining judge will serve as the arbitrator. The parties agree that arbitration must be initiated within two years after the claimed breach occurred and that the failure to initiate arbitration within the two-year period constitutes an absolute bar to the institution of any new proceedings. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate in accordance with the manner prescribed by the notice provision of this Agreement to all parties, including JAMS. The notice must contain a description of the dispute, the amount involved and the remedy sought. If and when a demand for arbitration is made by either party, the parties agree to execute a Submission Agreement, provided by JAMS, setting forth the rights of the parties if the case is arbitrated and the rules and procedures, including all evidence and discovery matters, to be followed at the arbitration hearing.

(d) Cost of Mediation and Arbitration. The prevailing party shall be entitled to recover the costs of the services provided by JAMS in connection with any and all mediation and arbitration under this Agreement. If there is no certain and definite prevailing party as determined by the JAMS judge, then the parties shall share the cost of the services provided by JAMS equally.

12. Successors. This Agreement shall bind and inure to the benefit of all successors, assigns, personal representatives, heirs and legatees of the respective parties.

13. Assignment Restricted. Neither party may assign this Agreement in whole or in part without the written consent of the other party, provided that NCERT may contract with other parties to provide services hereunder subject to District's prior written approval. Any delegation of duties under this Agreement by NCERT without District's prior written approval shall be deemed to be a material breach of this Agreement.

14. Indemnification. District shall indemnify NCERT and hold it harmless from any loss, claim or damage to persons or property, arising out of this Agreement, the Symposiums, Research or Consulting Services provided, including

attorney's fees, to the extent that such loss, claim or damage is not caused by the intentional acts of NCERT or from NCERT's breach of any material term of this Agreement. This indemnity survives any termination of this Agreement.

15. Failure to Perform. NCERT shall not be liable for any delay in performance due to force majeure, including strikes, accidents, acts of God, or other delays beyond the control of NCERT. If timely completion of any Symposium, Research or Consulting Services is prevented by any cause of force majeure, or any act of District, then such failure or delay shall not constitute default.

16. Severability. Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.

17. Injunctive Relief. Any breach of this Agreement likely will cause irreparable harm to NCERT for which money damages could not reasonably or adequately compensate NCERT. Accordingly, District agrees that NCERT will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if personally delivered upon delivery, or if mailed, when mailed by registered or certified mail, postage prepaid and properly addressed to the parties or their assignees at the following address (or at such address as shall be given in the manner herein provided), in which case it shall be effective five (5) days after the postmark date:

NCERT: Ms. Anita Johnson, President
National Center for Education Research and Technology, Inc.
22 Center Court
Laguna Niguel, CA 92677-5708
Facsimile (949) 495-0038

District: Julio Fonseca, Superintendent
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173
Facsimile _____

Any party may change its address or telex or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

19. Counterparts. This Agreement may be executed in several counterparts each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

20. Attorneys' Fees. The parties will bear their own legal fees and costs in connection with the disputes, negotiations and document preparation leading up to and covered by this Agreement. If any party institutes any action (including mediation or arbitration), or proceeding in connection with this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment) and costs.

21. Ambiguity. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

22. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. Nondiscrimination. NCERT agrees that is will not engage in any unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, mental condition, marital status or sex of any such persons.

IN WITNESS WHEREOF, NCERT and District have executed this Agreement to be effective on the date first above written.

"NCERT"
National Center for Education Research and
Technology, Inc.

By: _____
Anita Johnson, President

"District"

By: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education and Pupil Services
Sergio Campos, Psy.D., Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT
WITH SOUTH BAY COMMUNITY CENTER SERVICES FOR 2015-2016
SCHOOL YEAR

BACKGROUND INFORMATION:

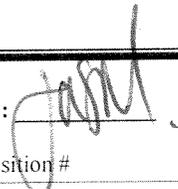
The South Bay Community Center (SBCS) will provide mental health services under the Educationally Related Mental Health Services funded program for eligible students. SBCS will be providing individual and group counseling (per student's IEPs), crisis intervention, case management, case consultation and collaboration with IEP team and district staff, maintain timely billing and statistical reporting for both agency and district needs, collaboration and communication with school staff and outside providers (as permitted by HIPPA and state confidentiality laws), and travel to school site or school placement for purposes of providing services.

The cost implication for these services is at a rate of \$61.00 per hour with an estimated total of \$52,460.00.

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Agency Master Contract with South Bay Community Services for school year 2015-16 at an estimated total cost of \$52,460.00 from the Educationally Related Mental Health Services (ERMHS) fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$52,460.00

(Amount)

Educationally Related Mental Health
Services (ERMHS)

(Name of funding source and/or location)

0600-6512-000-5770-1190-5600-005-052

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

2015-2016 San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.



San Diego County Office of Education
Student Services and Programs Division

San Diego County Nonpublic Master Contract
Main Document

2015-2016

Special Education Department

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

**2015-2016
Nonpublic
Master Contract

Main Document**



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

Index of Provisions

Contract Section **Page Number**

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1	Master Contract.....	2
1.2	Individual Services Agreement.....	2
1.3	Nonpublic Certification or Waiver.....	2
1.4	Term of Master Contract.....	2
1.5	Compliance with Applicable Federal and State Laws.....	3
	a. Nondiscrimination.....	3
	b. Sexual Harassment Policy.....	3
	c. Corporal Punishment Prohibitions.....	3
	d. Behavioral Emergency Reports.....	3
1.6	Definitions.....	4

SECTION 2: ADMINISTRATION OF CONTRACT

2.1	Supersedes Prior Contracts.....	4
2.2	Modifications and Amendments.....	4
2.3	Notices.....	5
2.4	Independent Contractor Status.....	6
2.5	Subcontract and Assignment.....	6
2.6	Indemnification.....	6
2.7	Insurance.....	6
2.8	Transportation.....	7
2.9	Waivers.....	7
2.10	Successors in Interest.....	7
2.11	Severability.....	7
2.12	Conflicts of Interest.....	7
2.13	Inability to Meet Contract Requirements.....	8
2.14	Dispute Resolution.....	8
2.15	Venue and Governing Law.....	8
2.16	Right to Report Master Contract Violations.....	8
2.17	Termination of Master Contract and/or Individual Services Agreement.....	8
	a. Master Contract.....	8
	b. Individual Services Agreement.....	8
2.18	Individualized Education Program (IEP) Individualized Family Service Plan (IFSP).....	9
2.19	Free Appropriate Public Education.....	9
2.20	Pupil Progress.....	9
2.21	Assessments.....	10
2.22	Confidentiality of Records.....	10
2.23	Forwarding Educational Records.....	10

SECTION 3: PERSONNEL

3.1	Verification of Credentials, Licenses and Other Qualifications.....	10
3.2	Employee Fingerprints and Tuberculosis Testing.....	11
3.3	Qualifications of Instructional Aides and Teacher Assistants.....	11
3.4	Requirement to Report.....	11

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

a. Child Abuse or Molestation	11
b. Missing Student	11
c. Student Injury	11

SECTION 4: FISCAL

4.1	Billing and Payment	11
	a. Invoices	11
	b. Late Invoices	12
	c. Payment	12
	d. Pupil Enrolled Prior to Approval of Agreement to a Contract	12
	e. Late Payment	12
	f. Medi-Cal Reimbursement	12
4.2	Right to Withhold	12
4.3	Inspection and Audit	13
	a. Maintenance of Fiscal Records	13
	b. Maintenance of Student Records	13
	c. LEA Access to Documents Related to the Master Contract	13
	d. Audit Exceptions	13
	e. Reasons for Unannounced Visits	13
	f. Quality Review Committee	13

SECTION 5: SIGNATURES

SIGNATURE PAGE	14
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**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2015-2016

This Master Contract is made and entered into

this 14TH day of September, 2015 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

South Bay Community Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5. Consists of the Master Contract (Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract Main Document together with all applicable appendices for particular contractor. It is understood that this Master Contract does not commit the LEA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval (developed in circumstances when a student is being authorized for services prior to any contract being executed) is given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR may request a review of the pupil's IEP/IFSP for the purposes of consideration of a change in the pupil's placement. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

1.3 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.4 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

1.5 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) Prohibitions. No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of 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;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or 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 pursuant to subsection (i) of Ed Code Section 56365
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56365
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.6 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 SUPERSEDES PRIOR CONTRACTS

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

2.2 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

2.3 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of the receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall
be addressed to:

Arturo Sanchez-Macias, Chief Operating Officer
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

arturo.macias@sycsd.k12.ca.us
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Kathryn Lembo, CEO/President
Name/Title

South Bay Community Services
Nonpublic School

430 F Street
Address

Chula Vista CA 91910
City State Zip

(619) 420-3620
Phone

()
Facsimile

klembo@csbcs
Email Address

San Diego County Nonpublic Master Contract Main Document

2015-2016

2.4 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.5 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.6 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.7 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.8 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.9 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.10 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

2.11 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.12 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.13 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.14 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.15 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.16 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.17 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.18 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.19 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by

**San Diego County Nonpublic Master Contract
Main Document**

2015-2016

LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

f. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. 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
Main Document

2015-2016

SECTION 5: SIGNATURES

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on September 14, 2015 and terminates at 5:00 p.m. on June 30, 2016 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Kathryn Lembo, CEO/President
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Arturo Sanchez-Macias, Chief Operating Officer
(Type) Name and Title

LEA Board Approval

DATE: _____

2015-2016 Nonpublic Master Contract

Appendix B: Agencies



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016**

Index of Provisions

Contract Section	Page Number
SECTION 1: EDUCATIONAL PROGRAM	
1.1 Admission/Enrollment Procedure	1
1.2 Supplies and Equipment	1
1.3 Calendar	1
1.4 Parent Visits/Communication	1
a. Visits	1
b. Communication	2
1.5 Ownership	2
1.6 Staff Absences	2
SECTION 2: ATTENDANCE	2
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	2
SECTION 4: CONFLICT OF INTEREST	3
SECTION 5: FINANCIAL	
5.1 Rate Schedule for Contract Year	4
A. Related Services	4
B. Education Related Mental Health Services	5
SECTION 6: APPROVALS	
SIGNATURE PAGE	6
INTERIM SERVICE AGREEMENT	7
INDIVIDUAL SERVICES AGREEMENT	8

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2015-2016

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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 facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering 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.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them 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 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 CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or 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.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. 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, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016

- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student'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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten 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 9 (Notices) of this contract. 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 student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed 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 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, 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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016

health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. 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 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016**

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: South Bay Community Services

The CONTRACTOR NUMBER: 1A-37-163

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: IEP participation will be reimbursed at rates 2-9.

A.	<u>Related Services</u>	<u>Rate</u>	<u>Period</u>
1)	a. ABA Service Behavior Intervention to include: Discrete Trial, Applied Behavior Analysis based strategies, implementation of Behavior plans, PRT/Floor Time, Structured TEACCH, Direct Instruction, Adaptive skills, data collection, Social skill groups, other 1:1 or small group intervention, attendance at progress meetings	_____	_____
	b. ABA Service Supervision to include: IEP meetings, FAA/BIP writing Assessments, writing/implementation of Behavior Support Plans, Data collection and analysis, supervision of CONTRACTOR staff, Progress meetings, Parent counseling and training, psychological services <i>Excludes: Notes, material preparation, report writing and staff training and other Non-contact time with the student</i>	_____	_____
2)	a. Education Counseling (not ed related mental health)- Individual	_____	_____
	b. Education Counseling (not ed related mental health)- Group	_____	_____
3)	a. Language/Speech Therapy-Individual	_____	_____
	b. Language/Speech Therapy-Group	_____	_____
4)	Occupational Therapy	_____	_____
5)	Music Therapy	_____	_____
6)	Adapted Physical Education	_____	_____
7)	Orientation/Mobility Training	_____	_____
8)	Physical Therapy	_____	_____
9)	a. Nursing Services – Health Aide	_____	_____
	b. Nursing Services – LVN	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016

c. Nursing Services – RN	_____	_____
d. Nursing Services – CRN	_____	_____
10) Consultation to include: <u>Psychoeducational/Neuropsychological Assessments, Professional Development, Independent Evaluation</u>	_____	_____
11) a. Transportation	_____	_____
b. Transportation - Parent *	_____	_____
12) Other _____	_____	_____
13) Other _____	_____	_____
14) Other _____	_____	_____
15) Other _____	_____	_____
16) Other _____	_____	_____
17) Other _____	_____	_____
18) Other _____	_____	_____
19) Other _____	_____	_____
20) Other _____	_____	_____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

B. Education Related Mental Health Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u> <small>(Daily, hourly, etc.)</small>
<u>Assessment</u>	_____	_____
<u>Individual Counseling (510)</u>	\$61.00	hour
<u>Counseling & Guidance (515)</u>	\$61.00	hour
<u>Parent Counseling & Training (520)</u>	\$61.00	hour
<u>Psychological Services (530)</u>	\$61.00	hour
<u>Social Work Services (525)</u>	\$61.00	hour
<u>*ERMHS Provider All Inclusive FTE Rate</u>	\$61.00	hour

(Includes but not limited to: IEP participation, Report writing, Progress reporting, travel, consultation and any of the services listed above including assessment)

* District will define the scope of work for the FTE Contractor

*** NOT TO EXCEED 860 HOURS:**

Nonpublic Master Contract - Appendix B: Agencies– 15-16 School Year

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

DATE: _____

Kathryn Lembo, CEO/President

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior SELPA Director

(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Arturo Sanchez-Macias, Chief Operating Officer

(Type) Name and Title

LEA Board Approval

DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2015-2016

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) _____
provides to the CONTRACTOR _____
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of _____
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201____ - 201____ Contract
Year.

Anticipated Student Start Date: _____.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature

Date

Name/Title

Agreed to by the CONTRACTOR:

Signature

Date

Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
 2015-2016

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY 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 Agency _____

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 () _____ (Residence) _____ (Business)
 Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / 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	NPA	OTHER Specify				
1. Educational Counseling a. Individual (510) b. Group (515)							
2. Language/Speech Therapy (415) a. Individual b. Group							
3. Occupational Therapy (450)							
4. Adapted Physical Ed. (425)							
5. Orientation and Mobility ((730)							
6. Physical Therapy (460)							
7. One to one Aide (340)							
8. Nursing Services (436)							
9. Behavior intervention to include (535)							
10. Supervision to include (900)							
11. Consultation/IEP attendance to include (900)							
12. a. Transportation – Emergency 900) b. Transportation - Parent							
13. ERMHS – Assessment							

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
 2015-2016

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	NPA	OTHER Specify				
14. ERMHS – Individual Counseling (510)							
15. ERMHS – Counseling & Guidelines (515)							
16. ERMHS – Parent Counseling & Training (520)							
17. ERMHS – Psychological Services (530)							
18. ERMHS – Social Work Services (525)							

ESTIMATED MAXIMUM RELATED SERVICES COST (A) \$ _____

B. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) \$ _____

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

 (Signature) (Date)

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

-CONTRACTOR-

-DISTRICT-

 (Name of Nonpublic Agency) (Name of School District)

 (Signature) (Date) (Signature) (Date)

 (Name and Title) (Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operations Officer

AGENDA ITEM: LIFETOUCH NATIONAL SCHOOL STUDIOS AGREEMENT - REVISED

BACKGROUND INFORMATION:

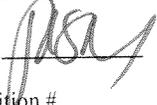
Lifetouch National School Studios has been providing school districts with school portraits and other complimentary services for students and staff. Services are provided district-wide and may vary from school to school based on selected services by District and/or Principal's choice. In turn, District schools receive a commission for portrait packages that are sold.

On August 13, 2015, the Governing Board approved an agreement with Lifetouch; however, Lifetouch wanted to negotiate some of the terms on the agreement. Leal & Trejo, legal counsel conducted the negotiations on behalf of the District and both parties have approved the final terms of the agreement.

RECOMMENDATION:

Approve the revised Agreement with Lifetouch National School Studios for school year 2015-16.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

Commission

(Amount)

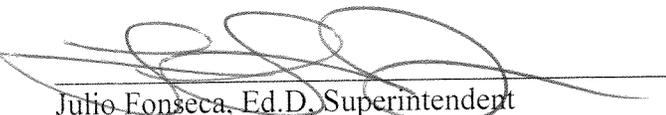
School Donation Account

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of September 2015, by and between the San Ysidro School District, hereinafter called the "District", and

<u>Lifetouch National School Studios</u>		<u>(858) 693-9197</u>	
Company/Consultant		Phone Number	
<u>9682 Via Excelencia #103</u>	<u>San Diego</u>	<u>CA</u>	<u>92126 sandiego@lifetouch.com</u>
Mailing Address	City	State	Zip Code Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: 08-14-15 To: 06-30-16

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES – Not Applicable

District shall pay Consultant for the specified services in an amount not to exceed \$Not Applicable during this contract term.

2.2 PAYMENTS – Not Applicable (**Commission will be paid to participating District sites as per Exhibit A.**)

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The

work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04)*; (2) *Automobile Liability - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto)*; (3) *Workers' Compensation and Employers' Liability Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance*; and (4) *Professional Liability - Coverage which is appropriate to the Consultant's profession, or that of its consultants*.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall have a non-exclusive license to use such materials, documents and data and shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Notwithstanding the foregoing, Consultant shall retain all right, title and interest in the copyright to photographs it captures.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities,

expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees. DISTRICT IS WAIVING THIS REQUIREMENT _____. [INITIAL HERE]

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid, addressed to the following entities.

CONSULTANT: Firm Name: LIFETOUCH NATIONAL SCHOOL STUDIOS
Attention: Craig E. Geraci (Local Owner/Territory Manager and Jennifer Roa (Sales Professional)
Street Address: 9682 Via Excelencia #103
City, State, Zip San Diego, CA 92126
Email Address: sandiego@lifetouch.com / jroa@lifetouch.com
Telephone: (858) 693-9197 / (858)693-9197

DISTRICT: SAN YSIDRO SCHOOL DISTRICT
Arturo Sanchez Macias
Chief Operations Officer
4350 Otay Mesa Road
San Ysidro, CA 92173
Arturo.macias@sysd.k12.ca.us

Phone Number (619) 428-4476

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT

SAN YSIDRO SCHOOL DISTRICT

Lifetouch National School Studios
Firm Name

Signature of Authorized Agent

Craig E. Geraci, Local Owner / Territory Manager
Print Name, Title

Federal Tax ID Number

Phone Number

Signature

Arturo Sanchez Macias, Chief Operations Officer
Print Name, Title

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name	Last 4-digits of SSN or CDL Number
_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

EXHIBIT A

San Ysidro School District Portrait Agreement

Thank you for allowing Lifetouch to partner with the San Ysidro School District. The terms of our agreement will be for the duration of the 2015-2016 school year.

We look forward to continuing our longstanding partnership with your entire district and creating beautiful portrait memories by providing professionally organized, state of the art services that your board, administration, staff, students and parents deserve.

Thank you again for this opportunity and your partnership.

Kind Regards,

Craig E. Geraci
Local Owner/Territory Manager
Lifetouch National School Studios
9682 Via Excelencia #103
San Diego, CA 92126
858-693-9197
sandiego@lifetouch.com

Proposal Specifics

Upon your approval of this agreement, the specific portrait programs selected, photo dates, camera allotments and complimentary school services to be provided will all be documented on a separate Lifetouch Portrait Document and submitted for each school site's Principal's signature. Each school will be given a copy of their document for their records.

In summary, the following is a list of Commissions and Complimentary Services given to your schools based on this proposal.

Agreement Term

The terms of our agreement will be for (1) one year (2015-2016 school year).

Photography Events to be performed

Fall Underclass ID Card Days

Fall Underclass Portraits

Spring Underclass Portraits

Panoramic Portraits

SmileStones Program Certificate and Folios

Yearbook

Commissions/Details

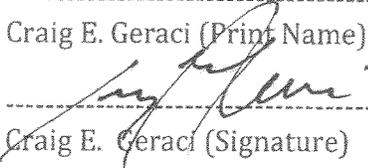
Fall Underclass Photography: \$1.00 per package purchased

Spring Underclass Photography: \$1.00 per subject photographed

Smilestones Program Certificate and Folios – complimentary (A \$5.00 value per student)

Craig Geraci

Craig E. Geraci (Print Name)


Craig E. Geraci (Signature)

Date: 09/08/2015

Authorized District Rep. (Print Name)

Authorized District Rep. (Signature)

Date:

THIS PORTRAIT AGREEMENT includes the terms on the front, those selected below with initials in the space provided, and the miscellaneous terms stated below. This Agreement is not subject to change or cancellation by either party during the Agreement Term except by written consent of both the School and Lifetouch.

School Representative: Initial if applicable

Internet-Based Applications. Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, passwords, job numbers and user names.

School Representative: Initial if applicable

Yearbooks. Lifetouch, through its affiliated company, Lifetouch Publishing Inc. ("LPI") will provide materials in the form of yearbook kits, templates, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to complete the specifications sections of the LPI Publication Agreement to establish detailed specifications, deadline dates, pricing and other key information. In accordance with the Publication Agreement, the School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

Photographs and Graphics: LPI reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by LPI and is not liable for their loss or damage. LPI will make a reasonable effort to return original materials but does not guarantee their return.

Proofs: So that production will not be delayed, the School agrees to check proofs and return them in the manner agreed between the School and LPI (either via the envelope provided or the website) within 48 hours after receipt. Delay in returning proofs will delay delivery of the books.

Delivery: For on-time delivery, LPI must receive the materials for the correct pages (including cover selection and quantity) on or before the due dates indicated on the LPI Publication Agreement as updated on the Specification Form that will be sent to the School periodically. LPI is excused from meeting the requested ship date if pages are not in the plant by the specified due dates.

Additional Charge Items: The School agrees to pay for artwork provided by LPI, corrective work on School material and non-standard composition or layout. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

Payment Plan: The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to the plant. A deposit notice will be sent to the school 60 days prior to first page deadline. The deposit must be remitted to Lifetouch Publishing Inc., NW - 8779, P.O. Box 1450, Minneapolis, MN 55485-8779. A final invoice will be sent to the school approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. Shipments are FOB Loves Park, Illinois or Kansas City, Missouri. If during the manufacturing process overruns are printed, LPI may offer to sell extra yearbooks to the School.

LPI reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of School

The School grants to LPI and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

The School is responsible for the content of the book and materials submitted to LPI for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by LPI.

Miscellaneous Applicable Terms. The School releases and will indemnify and hold harmless Lifetouch, LPI and their affiliated companies, their employees and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing or publishing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

Lifetouch is not liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

ADDITIONAL INFORMATION.

- Program commissions:
Per our discussions and district request, Lifetouch will provide a \$1.00 per package purchased (pre-pay programs) or \$1.00 per each student photographed (family approval program) in spring. Commissions are to be awarded to each school that is participating.
- The District agrees to provide required student data via electronic file to Lifetouch each season in order to perform the products and services as in accordance with this agreement. Required student data may include: Student name, ID number, grade, teacher name or number, and teacher/period and will be requested directly by Lifetouch San Diego office or uploaded directly to/from our Lifetouch Host Portal Website.
- Lifetouch Parent Notify Email System will be used to facilitate picture day emails to aide in increasing program participation in conjunction to any existing school communication systems. These emails can be initiated by Lifetouch, your district or your school sites.
- In order to be able to continue to offer the complimentary services and items listed in the scope of this proposal, Lifetouch requests the assistance of the School District, as well as each of its school sites, to aide in the promotion of each picture day. Use of programs such as “red alert”, and “peach jar” as well as any additional email, telephone, website or newsletter notices are appreciated.
- Lifetouch is and has continued to be in good standing with the Better Business Bureau for over 30 years.

Lifetouch Quick Reference Guide

1. Programs and Services Provided by Lifetouch

- **Programs**
- Lifetouch Proprietary X1 Portrait Technology
- Make-Up Day
- Re-take Day
- SmileSafe Kids Cards Program
- Smilestones Graduation/Commencement/Continuation Program
- Partners in Education Program
- Spring Family Approval and Pre-pay Programs
- Class Pictures – Traditional or Composite
- Panoramic, Sports, Dances and Special Event Photography
- Yearbook

- **Services**
- Administrator/Image CD
- Yearbook Image Upload
- Middle School ID Services
- Color Portrait Strips
- Class Directories
- Principal Albums
- Staff/Volunteer Portrait Packages
- Family Discounts
- District Board Photographs and ID Cards (8x10 Individual)

2. Lifetouch Highlights

- Employee Owned Company
- Your Local Lifetouch
- Local and National Customer Service and Support
- 100% Customer Satisfaction Guarantee
- Employee LiveScan and Background Checks Requirement
- Lifetouch No Touch Posing Policy
- Portrait Day Advertising
- Online Ordering Available
- Package Verification List
- Pre-Printed Name Camera Cards
- Package Sort

PROGRAM DESCRIPTIONS

1. Lifetouch Proprietary X1 Portrait Technology

- Lifetouch proprietary X1 portrait technology – “Single Capture” System or our LDX Camera System will be used to photograph your schools.
- This method requires each student to be photographed only one time (single capture) which ensures a faster, smoother picture day experience.
- This single image will be used to produce an ID card, and all of the school’s service items, picture package, and a yearbook flow CD.
- Many economical packages are available to choose from including a low entry level platform to help all families participate.
- Over 150 different background choices are available online with the X1 Platform.
- Online ordering is available on the X1 Platform.
- Lifetouch will provide ALL flyers and promotional materials to you for your school picture days.

2. Camera Stations

- Lifetouch will provide camera stations to facilitate the photography of all students in a timely fashion based on a combination of the following (in no particular order) which are to be decided upon together prior to picture day:
 - i. Your school’s enrollment
 - ii. Your school’s picture day schedule preference
 - iii. The process by which the students will come to the camera
 - iv. A Lifetouch calculation of max capacity per camera.
- Please note that regardless of camera platform used, up to 375 subjects per camera per day are possible via Lifetouch proprietary systems. (As an example, a school with 1000 students would require approximately 3 cameras).

3. Make-Up Day

- Lifetouch is proud to announce that it will provide a “Make-Up Day” for those students that did not attend the original picture dates.
- After registration and prior to your Make-Up Day, Lifetouch will provide to your school either a list of all students photographed or a list of students not photographed; (whichever you prefer) to keep them informed with the process and who remains to be photographed.
- The number of cameras allocated for Make-Up Day will depend on the amount of students that were *not photographed* at registration days.

4. Re-Take Day

- Lifetouch is proud to announce that it will provide a “Re-Take Day” for those that may not have been completely satisfied with their child’s first portrait. Re-take Day is scheduled for shortly after the picture packages are received at your school.

5. SmileSafe Kids Cards Program

- Lifetouch has partnered with the National Center for Missing and Exploited Children (NCMEC) to provide your schools with complimentary SmileSafe Kids Safety ID Cards to the families of every student photographed; whether they purchase a portrait or not.
- This is the ONLY safety card program that is directly connected to the NCMEC and the Amber Alert System.
- Lifetouch is proud to say that as of today's date, our SmileSafe Kids Program has been involved in over 1500 searches and reunited over 40 children with their families; 8 of which were in the state of California alone.

6. Smilestones Program

- Lifetouch will provide a complimentary leatherette folio along with a photo and certificate for each of your Kindergarten or any transition graduating class.
- Your school has the choice of photographing their students in either cap and gown, gown only, or dress attire.
- This is a Spring Family Approval portrait program where each parent will receive a package and have the choice of either order the portraits they like or return them to us.
- Folios and certificates (a \$5 value) are given complimentary to each school in lieu of commission.

7. Partners in Education Program

- Lifetouch is truly a school partner and not simply a "photo vendor". We are the leader in the industry in partnering with schools to promote student recognition, safety and self-esteem. We offer a wide variety of student recognition awards and motivational, self-esteem building materials furnished to schools on a complimentary basis.

8. Spring Family Approval Program

- Lifetouch offers studio style portraits with varied backgrounds, creating the casual look and pose that both parents *and* students love.
- With our family approval program, every student in photographed and receives a complete picture package to take home for "family approval" prior to payment. Parents pay only for pictures they want – there is no obligation.
- This very popular program is also a fundraiser for the PTA or school, providing \$1.00 per student photographed.

9. Class Pictures – Traditional or Composite

- Lifetouch offers each Elementary School with a choice of either a traditional class group picture (classroom photographed standing and on risers) or a digital class composite (individual student photos used to create a class photo) with absentees able to be added.

10. Panoramic, Sports, Dances and Special Events Photography

- Lifetouch has an outstanding Special Events Department and Sports Department. We look forward to providing you schools with the highest quality in dance, sports, panoramic and special event photography.
- Online ordering is available for all special events listed above using our website, www.lifetouchevents.com

SERVICES DESCRIPTIONS

1. Administrative and Image CD ROM

- An Imagestream CD will be provided to each of your schools no more than 3 weeks after their make-up picture day.
- This CD is compatible with all administrative software systems and will easily up load images into each school's administration software program.
- It is also a stand-alone program with a database manager and selection of templates that can be used to create a variety of useful items such as: additional directories, business cards, Achievement Certificates, bar-coding labels, field trip rosters...and much, much more.
- Local support is also available.

2. Yearbook Image Upload to Lifetouch Yearbook Site

- Images will be automatically uploaded to Lifetouch's yearbook website.

3. Middle School Identification Cards

- Lifetouch offers Custom Designed Hard Card Security ID's and service that is compatible with your school's bar coding and software needs.
- IDs' can be custom designed using school colors, mascot images and logos.
- ID's may be produced by our plant or in instant format, depending on the school's specific needs.

4. Color Portrait Strips

- Lifetouch provides five color portraits of each student photographed for office use, classroom projects, and for use with Lifetouch "Partner in Education" Program. Each picture is positively identified with student's name and grade. Four prints have self-adhesive tape.

5. Class Directories

- We will provide a class directory for each middle school of all the students photographed. The portraits in this book are full color, can be sorted alphabetically by school or grade and contain an index to quickly identify students.

6. Principal's Album

- Lifetouch personalizes an album with the school name and school year. This Principal's Album contains all staff and class pictures.
- Each elementary school will receive the album when school pictures are delivered.

7. Complimentary Staff/Parent Volunteer Portrait Packages

- Lifetouch provides each staff member with a complimentary portrait package, including their class portrait.
- Lifetouch also provides a complimentary portrait package of their children to parent volunteers, PTA or similar groups that personally assist Lifetouch on picture day.

8. Family Discounts

- Lifetouch offers a family plan to parents with three or more children attending the same school. Parents purchasing picture packages at regular price for two children may purchase any additional package of equal or lessor value for \$1.00.

9. District Board Photographs

- Lifetouch will photograph, at no cost, a group picture of the San Ysidro School Board. A color 8 x 10 picture will be furnished to the district office.

LIFETOUCH HIGHLIGHTS

1. Employee Owned

- Lifetouch has been preserving memories since 1936, committed to providing the highest level of portrait quality and service. Lifetouch is an employee owned

company and has a personal interest in every aspect of our business. We care and it shows...in the portraits we take, in our attention to the details and in the services we provide to our customers.

2. We are Local

- Our Mira Mesa office supports your schools with over 150 local staff members and photographers in the peak season. We only serve San Diego County and our customers are supported not only by this team, but by our photo lab in Chico, California and our head office in Minneapolis, MN as well.

3. Customer Service and Support

- It is important to note that Lifetouch customers receive the benefit and support of an established company and the personal feel of a local business that invests in its local community and can respond to the varied needs of each customer.
- Your schools are supported by your local Lifetouch Sales Professional, our local customer service office, as well as our National Call Center located in Minneapolis, MN.
- Lifetouch proudly displays our office phone number, email address and web address on all flyers, notices and packages sent to the student and school so that any questions will be directed to our office and not the school office should any issues arise.
- We also provide your schools with complimentary custom Customer Service Notepads.
- We believe part of our responsibility is to take the school out of the picture business.

4. 100% Customer Satisfaction Guarantee

- Lifetouch guarantees 100% customer satisfaction of our product through 2 methods; re-take or refund in full. Our customer service staff is available to satisfy all customer concerns and questions.
- Customer service is available in Spanish as well.

5. Required 3 Point Employee Background Checks

- Lifetouch takes the safety of your students and staff as a serious priority. We are pro-active in conforming to state law by requiring every employee to be fingerprinted through LiveScan and perform a full level criminal background check as well as drivers license clearance/check.

6. No Touch Posing Policy

- Lifetouch believes in child safety and security. As part of our commitment to this endeavor, Lifetouch has instilled a “No Touch” posing policy. Lifetouch photographers are carefully trained how to pose each student using verbal cues and hand gestures rather than touching students. We believe we play an important role in child safety and keeping the children at ease in order to get that perfect smile!

7. Portrait Day Advertising

- Lifetouch personalizes flyers and posters with each school’s name, day and date of pictures along with picture package options, prices and instructions in both English and in Spanish.
- Along with these materials and confirmations, complete instructions displaying the picture day procedures are sent to office staff, parent helpers and teachers at each school least two weeks prior to picture day.

8. Online Ordering

- Combined with our new X1 Portrait Technology comes the ability for parents to now order their child’s portraits online. Not only is it easier than ever to participate in our portrait program, with online ordering parents and students are given a world of new options including over 150 custom backgrounds to choose from!

9. Package Verification List

- Lifetouch provides a list of all students photographed to your school indicating which package was purchased and the exact contents of each package. Both our office and the school office receive this list as receipt of the packages photographed, purchased and delivered.

10. Pre-Printed Student Name Camera Cards

- Lifetouch professionally prints all students’ names on computerized camera cards for positive identification. These cards are used in the photographic process to insure the utmost accuracy in package and service item identification.

11. Package Sort

- Lifetouch delivers all Elementary School packages sorted and bundled by teacher for the hassle free distribution of pictures to students.
- Lifetouch delivers all Middle School packages and services sorted by alpha and grade, period, or homeroom – eliminating any guesswork for distribution of pictures and services to students.