INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: San Leandro Unified School District

NAME OF NONPUBLIC SCHOOL/AGENCY: Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions

PUPIL NAME: _____ _____ _____ SEX: ( ) M (X) F
(Last) (First) (Middle)

PUPIL I.D./S.S. #: _____ BIRTHDATE: 04/24/2003 GRADE: 4

RESIDENTIAL SETTING: (X) HOME ( ) FOSTER ( ) LCI LCI PHONE # _____

PARENT/GUARDIAN: _____ PHONE: _____
(Residence) (Business)

PUPIL'S ADDRESS: _____ CITY: San Leandron STATE: CA ZIP: 94577

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: _____ (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed _____ and/or the therapist/pupil ratio will not exceed _____.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: _____
6. Other Provisions (attachments as necessary). _____

A. **BASIC EDUCATION PROGRAM** (Applies to Nonpublic schools only.)

Number of Days _____ × Per Diem $ _____ = Total Basic Education Costs (A) $ _____
(Include extended school year days as appropriate to the pupil's IEP.)

B. **DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION					ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP	# OF WKS	
1. O.T.										
2. Lang/Spch										
3. Transport.										
4. Counseling										
5. P.T.										
6.LVN		x			400	2000	50		36	72,000
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) $_____

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) $_____

MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES $ 72,000

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____

(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Pursuant to 34 CFR 300.9 and 34 CFR 300.300 parents and legal guardians are allowed, at any time subsequent to the initial provision of special education and related services to revoke their consent for special education and related services for their child /ward. Upon such revocation of consent, the responsible LEA may not continue to implement the child's last agreed upon and implemented IEP. However, the LEA must provide the parent/guardian with a 34 CFR 300.503 prior written notice before ceasing to provide the child with the special education and related services contained in his/her last agreed upon and implemented IEP. The Individual Services agreement attached to the student's last agreed upon IEP will end at the date noticed on the prior written notice and all associated nonpublic , nonsectarian school /agency services will cease as of the noticed date.

Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 7/1/13 and terminates at 5:00 p.m. on 6/30/14 unless sooner terminated as provided herein.

-CONTRACTOR-		-LOCAL EDUCATIONAL AGENCY-	
[signature]	7/23/13		
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)
Jessa Lombo			
(Type or Print Name)	(Date)	(Type or Print Name)	(Date)
		San Leandro Unified School District	
Marin Healthcare Services, Inc. d/b/a Marin Staffing Solutions			
(Name of NPS/NPA)		(Name of District, SELPA, County Office)	
		14735 Juniper Street	
1000 Broadway Street, Suite 340			
(Mailing Address)		(Mailing Address)	
		San Leandro, CA 94579	
Oakland, CA 94607			
(City/State/Zip Code)		(City/State/Zip Code)	

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

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NAME OF NONPUBLIC SCHOOL/AGENCY: Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions

PUPIL NAME: _____ _____ _____ SEX: (X) M ( ) F
(Last) (First) (Middle)

PUPIL I.D./S.S. #: _____ BIRTHDATE: 11/09/2005 GRADE: 2

RESIDENTIAL SETTING: (X) HOME ( ) FOSTER ( ) LCI LCI PHONE # _____

PARENT/GUARDIAN: _____ PHONE: ( ) _____ ( ) _____
(Residence) (Business)

PUPIL'S ADDRESS: _____ CITY: San Leandro STATE: CA ZIP: 94577

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

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MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) $_____

MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES $ 72,000

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-CONTRACTOR-		-LOCAL EDUCATIONAL AGENCY-	
Jessa Lombo 7/23/13			
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)
Jessa Lombo			
(Type or Print Name)	(Date)	(Type or Print Name)	(Date)
Marin Healthcare Services, Inc. d/b/a Marin Staffing Solutions		San Leandro Unified School District	
(Name of NPS/NPA)		(Name of District, SELPA, County Office)	
1000 Broadway Street, Suite 340		14735 Juniper Street	
(Mailing Address)		(Mailing Address)	
Oakland, CA 94607		San Leandro, CA 94579	
(City/State/Zip Code)		(City/State/Zip Code)	

Contract Year 2013-14 **Contract Number:**

LEA: San Leandro Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, between the San Leandro Unified School District (hereinafter referred to as "LEA") and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative: The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.

Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORs shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by May 1 of the preceding year.

The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.

RATE SCHEDULE

62. CONTRACTOR

Per CDE Certification, total enrollment may not exceed: _____

RATE SCHEDULE. Special education and/or related services offered by CONTRACTOR and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	_____	_____
Basic Education Program/Dual Enrollment*	_____	_____

*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)		
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	Intensive Special Education Instruction, by credentialed special education teacher		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by: _____		
	_____		
(10)	Nursing Services	$50	Hourly
(11)	Other: Psychological Services other than Assessment and IEP		
(12)	Home or Hospital Instruction		
(13)	Residential Placement Services:		
	a. Educationally Related Mental Health		
	b. Board and Care		
(14)	Other		

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2013, and terminates at 5:00 p.m. on June 30, 2014, unless sooner terminated as provided herein.

CONTRACTOR	**SCHOOL DISTRICT/SELPA**
Signature Jessa Lombo *Date* 7/23/13	*Signature* *Date*
	Signature *Date*
Name and Title of Authorized Representative *Jessa Lombo, Asst. Controller*	Name and Title of Authorized Representative: *Mike McLaughlin, Ed.D., Superintendent*
Notices to CONTRACTOR shall be addressed to: Name Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions	Notices to LEA shall be addressed to: San Leandro Unified School District
Address 1000 Broadway Street, Suite 340	Address 14735 Juniper Street
City State Zip Oakland, CA 94607	City State Zip San Leandro CA 94579
Phone: 510-873-0700 Fax: 510-873-0707 E-mail: sashelto@maxhealth.com Website: www.maximhealthcare.com	Phone: (510) 667-3507 Fax: (510) 614-1075 E-mail: dpoeschl@slusd.us Website: www.sanleandro.k12.ca.us