Contract Year 2016-17
LEA: San Leandro Unified School District

Contract Number: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Deborah McCloskey

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

I. *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 USD/SELPA (hereinafter referred to as "LEA") and Deborah McCloskey (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/S 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/S 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 March 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.

Upon CONTRACTOR's acceptance of a pupil referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the pupil's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the pupil's ISA, CONTRACTOR

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

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

a. General Program Tuition Rate ___ DAILY RATE: _____

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	n/a	n/a
Language and Speech (415) INDIVIDUAL	$81.00	Hourly
Language and Speech (415) GROUP	n/a	n/a
Adapted Physical Education (425)	n/a	n/a
Health and Nursing: Specialized Physical Health Care (435)	n/a	n/a
Health and Nursing: Other Services (436)	n/a	n/a
Assistive Technology Services (445)	n/a	n/a
Occupational Therapy (450) INDIVIDUAL	$80.00	Hourly
Occupational Therapy (450) GROUP	n/a	n/a
Physical Therapy (460) INDIVIDUAL	n/a	n/a
Physical Therapy (460) INDIVIDUAL	n/a	n/a
Individual Counseling (510)	n/a	n/a
Counseling and Guidance (515)	n/a	n/a
Parent Counseling (520)	n/a	n/a
Social Work Services (525)	n/a	n/a
Psychological Services (530)	n/a	n/a
Behavior Intervention Services (535)	n/a	n/a
Specialized Services for Low Incidence Disabilities (610)	n/a	n/a
Specialized Deaf and Hard of Hearing (710)	n/a	n/a

Interpreter Services (715)	n/a	n/a
Audiological Services (720)	n/a	n/a
Specialized Vision Services (725)	n/a	n/a
Orientation and Mobility (730)	n/a	n/a
Specialized Orthopedic Services (740)	n/a	n/a
Reader Services (745)	n/a	n/a
Transcription Services (755)	n/a	n/a
Recreation Services, Including Therapeutic (760)	n/a	n/a
College Awareness (820)	n/a	n/a
Work Experience Education (850)	n/a	n/a
Job Coaching (855)	n/a	n/a
Mentoring (860)	n/a	n/a
Travel Training (870)	n/a	n/a
Other Transition Services (890)	n/a	n/a
Other (900)	n/a	n/a
Other (900)	n/a	n/a

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 2016, and terminates at 5:00 p.m. on June 30, 2017, unless sooner terminated as provided herein.

-CONTRACTOR-			-DISTRICT-		
Deborah McCloskey			San Leandro Unified School District		
(Name of Nonpublic School/Agency)			(Name of School District)		
Deborah Burns McCloskey 10/15/16					
(Signature)		(Date)	(Signature)		(Date)
Deborah McCloskey			**Mike McLaughlin, Ed.D., Superintendent**		
(Name and Title of Authorized Representative)			(Name of Superintendent or Authorized Designee)		
			San Leandro Unified School District		
Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
2550 Ninth St., Suite 15			**2255 Bancroft Avenue**		
(Address)			(Address)		
Berkeley	**CA**	**94710-2549**	**San Leandro**	**CA**	**94577**
(City)	(State)	(Zip)	(City)	(State)	(Zip)

(510) 704-9360	(510) 895-4199 ext. 3522
(Area Code and Phone Number)	(Area Code and Phone Number)