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Enactment Date	10-12-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Superintendent
Vernon Hal, Deputy Superintendent, Business & Operations
Sharon Casanares, Executive Director, Special Education

Board Meeting Date September 27, 2011

Subject Approval of an Individual Service Agreement to the Master Contract between Oak Hill School and Oakland Unified School District.

Action Requested Approval of an Individual Service Agreement to the Master Contract between the District and Oak Hill School for the purpose of providing special education and/or related services pursuant to an Individualized Education Plan ("IEP"), Individual Family Service Plan or Rehabilitation Act Section 504 plan specific to Student S026-001.

Background Federal Law and California Education Code require a Special Education Local Plan Area (SELPA) to provide a full continuum of program options. When a school district or SELPA does not have an appropriate public education program for a student, a non-public school (NPS) and/or the services of a non-public agency (NPA) shall be made available. The District places students in a NPS for services such as Day Treatment, Residential Treatment, Extreme Behaviors and Severely Disabled students. The District uses the services of an NPA to supplement in-house staff services such as Speech and Language Therapists. This Individual Service Agreement is necessary to meet the needs of a student requiring specialized care to meet his/her educational needs as deemed through his/her IEP.

Discussion Approval by the Board of Education of an Individual Service Agreement between the District and Oak Hill School, for the latter to provide IEP related services for Student S026-001, for the period July 1, 2011 through June 30, 2012, in an amount not to exceed \$81,467.00, pursuant to the terms and conditions specified in the Master Contract approved by the Board of Education on 9/14/2011 (File ID 11-1394).

Recommendation Approval of an Individual Service Agreement to the Master Contract between Oak Hill School and District, for services to be provided for Student S026-001.

Fiscal Impact Funding Resource: Special Education, not to exceed \$81,467.00.

Attachments

- Individual Service Agreement (for Student S026-001)

**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: OAKLAND UNIFIED SCHOOL DISTRICT

NAME OF NONPUBLIC SCHOOL/AGENCY: Oak Hill School

PUPIL NAME: [REDACTED]

PUPIL I.D./S.S. #: [REDACTED] GRADE: 6

RESIDENTIAL SETTING: (x) HOME () FOSTER

PARENT/GUARDIAN: [REDACTED] PHONE: [REDACTED]

PUPIL'S ADDRESS: [REDACTED]

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: Special Ed Mild/Mod (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 12 and/or the therapist/pupil ratio will not exceed 4.
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: As per district
6. Other Provisions (attachments as necessary). _____

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

Number of Days 207 × Per Diem \$ 205.00 = Total Basic Education Costs (A) \$ 42,435.00
(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				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
Speech & Language		X		60 min/week			\$108		41	\$4428.00
1:1 Aide		X		23 hrs/week			\$32		41	\$30,176.00
Psych Indv		X		60 min/week			\$108		41	\$4428.00
				total						\$39,032

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 39,032
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 81,467
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES 393.56

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

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

PUPIL NAME: [REDACTED]

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 _ and terminates at 5:00 p.m. on _ unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

Susan Andrews 8.2.11
(Authorized Signature) (Date)

Sharon St. Casanares 8/24/11
Sharon Casanares (Date)
Executive Director

Susan Andrews 8.2.11
(Type or Print Name) (Date)

Maria Santos 8-26-11
Maria Santos (Date)
Chief Academic Officer

OAK HILL SCHOOL
(Name of NPS/NPA)

Oakland Unified School District

300 Sunny Hills Dr #6
(Mailing Address)

2850 West Street

San Anselmo, CA 94960
(City/State/Zip Code)

Oakland, CA 94608

Jody London,
President, Board of Education

Jody London 10/13/11

Edgar Rakestraw, Jr. 10/13/11
Edgar Rakestraw, Jr., Secretary
Board of Education

11-2124
Induction Date 10-3-11
Contract No. 11-2175
Induction Date 10-12-11
By [Signature]