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**Contract Number:**

**Contract Year 2011-2012**

**LEA: Oakland Unified School District**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**Method Management Consultants**

**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, 2011, between the Oakland Unified School District (hereinafter referred to as "LEA") and Method Management Consultants (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.

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 acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA pupils by CONTRACTOR. The ISA shall be executed within ninety (90) days of an LEA pupil's enrollment. (Education Code Section 56366(c)(1)) LEA and CONTRACTOR shall enter into an ISA for each LEA pupil served by CONTRACTOR.

CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this Master Contract or of any Individual Services Agreement.

## **2. CERTIFICATION**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total pupil enrollment shall be limited to capacity as stated on CDE certification.

Notwithstanding the foregoing, if current (re)certification documents are not available through no fault of the NPS/A, this Master Contract shall remain in effect until such documents are made available to the NPS/A, which shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A. The NPS/A shall, within five (5) business days of any change in the status of its approved capacity to serve a specific number of pupils notify the LEA of the change.

## **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract the CONTRACTOR and the LEA shall comply with all applicable federal and state laws and regulations relating to the provision of special education and related services, and facilities for individuals with exceptional needs. CONTRACTOR shall also comply with all policies pursuant to the Local Plan, unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 17 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with LEA policies. The



CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA pupil enrollment and transfer, LEA pupil inactive status, corporal punishment, pupil discipline, and positive behavior interventions.

#### **4. RIGHT TO REPORT MASTER CONTRACT VIOLATIONS**

CONTRACTOR and LEA acknowledge and understands that either party may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a) or action by the CDE against the LEA.

#### **5. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)).

#### **6. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. Upon written request, LEA agrees to make all of its policies and procedures available to CONTRACTOR, either electronically or by hard copy. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement with respect to the terms set forth in this Master Contract. This Master Contract may be amended only by written amendment executed by both parties.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA pupils, or a notice to terminate the contract is served pursuant to Section 15.

#### **7. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an Individual Services Agreement (ISA) developed for each LEA pupil to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA pupils enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).

ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA pupils.

Any and all changes to a LEA pupil's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA pupil's IEP/IFSP. At any time during the term of this Master Contract, a LEA pupil's parent, CONTRACTOR, or LEA may request a review of a LEA pupil's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the California Office of Administrative Hearings (hereinafter referred to as "OAH"), CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the local SELPA office prior to appeal to the State Superintendent of Public Instruction.

## **8. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
- d. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- e. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term "days" means calendar days unless otherwise specified.
- g. The phrase "billable day of attendance" means a school day in the NPS or LEA calendar in which an LEA pupil is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs (CCR Section 3053(b)(2), unless otherwise specified in an IEP/IFSP or ISA (California Education Code Section 46307, CR Section 3052(b)(2)(B)).



## **ADMINISTRATION OF CONTRACT**

### **9. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name:	Sharon Casanares, Director of Special Education
District:	Oakland Unified School District
Address:	2850 West Street
City, State Zip:	Oakland, CA 94608
Phone:	510-879-8222

Notices to CONTRACTOR shall be addressed as indicated on signature page.

### **10. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061, as well as records pertaining to the provision of services to LEA pupils, attendance records and rosters, billing records, records pertaining to regular business operations of the NPS/A, tax and employment records.

CONTRACTOR shall maintain LEA pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA pupil's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests thereof (California Education Code Section 49064). Such log shall be maintained as required and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA pupil's record. Such logs need to record access to the LEA pupil's records by: (a) the LEA pupil's parent; (b) an individual to whom written consent has been executed by the LEA pupil's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record (Education Code Section 49064). CONTRACTOR shall grant parents access to pupil records, and comply with parents' requests for copies of pupil records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA pupil records to LEA within five (5) business days. These records shall include, but not be limited to, the LEA pupil's current transcripts, IEP/IFSPs, and reports.

### **11. SEVERABILITY CLAUSE**

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

### **12. SUCCESSORS IN INTEREST**

This Master Contract binds CONTRACTOR's successors and assignees.

### **13. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract, with venue in the County of Alameda.

### **14. MODIFICATIONS AND AMENDMENTS**

This Master Contract may be amended only by a written document executed by the CONTRACTOR and the LEA, or by order of the Office of Administrative Hearing (OAH) or by a Court of Competent Jurisdiction.

### **15. TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT**

This Master Contract may be terminated with or without cause by either the CONTRACTOR or LEA. To terminate the Master Contract either party shall give twenty (20) days prior written notice (California Education Code Section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

### **16. INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

Prior to final approval of this Master Contract, CONTRACTOR shall deliver to the LEA a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. If at any time said policies of insurance lapse or become canceled, this MASTER CONTRACT shall become void. The acceptance by LEA of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR.

#### **A. Insurance coverage shall be at least as broad as:**

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

#### **B. CONTRACTOR shall maintain limits of insurance no less than:**

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations.
2. Automobile Liability: \$2,000,000 combined single limit.
3. Professional Liability/Errors and Omissions coverage: \$1,000,000 per occurrence/\$2,000,000 aggregate.

For all insurance coverage procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.

2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

F. The CONTRACTOR shall furnish the LEA with original or photocopies of endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance shall reference the contract number, the name of school or agency submitting the contract number, the name of school or agency submitting the certificate, an indication if the school or agency is an NPS or NPA, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

#### **17. INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was caused by sole negligence or willful misconduct of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

## **18. INDEPENDENT CONTRACTOR**

This Master Contract is by and between two independent entities that have an independent contractual relationship. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the LEA and CONTRACTOR and any of their employees, agents, affiliates or other representatives, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither shall have the authority to bind or make any commitment on behalf of the other.

## **19. SUBCONTRACTING**

CONTRACTOR shall enter into an initial subcontract only with a provider who is certified as a nonpublic school or nonpublic agency to delivery any of the instructional or related services contemplated under this Master Contract. If the CONTRACTOR intends to enter into an initial subcontract with a non-certified provider, the CONTRACTOR shall first obtain written approval from the LEA. This approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval. CONTRACTOR shall provide all required clearances for its employees, including, but not limited to fingerprint requirements, and tuberculosis.

When subcontracting with a nonpublic agency, CONTRACTOR shall not charge LEA a higher rate than its own approved collaborative rate.

## **20. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a pupil's advocate.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA pupil when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA pupil without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA pupil is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA pupil is performed or a report is prepared in the normal course of the services provided to the LEA pupil by CONTRACTOR.



When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. 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 ten months of the school year by LEA.

## **21. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation, in employment or operation of its programs.

## ***EDUCATIONAL PROGRAM***

### **22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA pupil served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide to each LEA pupil special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA pupil's IEP/IFSP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP (California Education Code Section 56366.10(a)).

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA pupils, as specified in the LEA pupil's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).

Voluntary services and/or activities not necessary for the LEA pupil to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA.

### **23. GENERAL PROGRAM OF INSTRUCTION**

#### **General Program**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA pupil's IEP/IFSP and ISA. The State Standards and coursework selected for each pupil shall be aligned with the pupil's IEP/IFSP to meet the



individual pupil's needs. LEA pupils shall have access to the following educational materials, services, and programs that are consistent with each student's individualized educational program: (a) For kindergarten and grades 1-8 inclusive, state adopted standards-based, core curriculum and instructional materials; and for grades 9-12 inclusive, standards based, core curriculum and instructional materials used by any local educational agency that contracts with the non-public, non-sectarian school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling (California Education Code 56366.10). CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA pupils in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA pupils leading toward graduation or completion of diploma requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and provided as specified in the LEA pupil's IEP/IFSP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of its' nonpublic agency service for each LEA pupil within thirty (30) days of enrollment which shall be available upon request. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present at the IEP meeting held to review and approve the treatment plan. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff.

Except for emergency situations requiring a change of location in order to continue the education of LEA pupils, school-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP/IFSP team. All services not provided in the school setting require the presence of, or the prior written consent of a parent, guardian or adult care giver during the delivery of services.

### **Transportation Services.**

In the event that transportation services for a pupil served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled to withhold both the transportation charges themselves and such additional amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or equipment owned, leased or contracted



through the LEA unless expressly provided in the Individual Services Agreement for the pupil transported.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA pupil unless the LEA and the CONTRACTOR agree otherwise in writing.

#### **24. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA pupils at like grade level, attending LEA schools, unless otherwise specified in the pupil's IEP/IFSP, and shall be specified in the LEA pupil's ISA developed in accordance with the LEA pupil's IEP/IFSP.

For LEA pupils in grades pre-kindergarten through 12, unless otherwise specified in the LEA pupil's IEP/IFSP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least the minimum as specified in Education Code Sections 46110-46147, and in no case will be less than the amount as specified in the IEP/IFSP. In addition, the total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA pupils attending LEA schools in like grade level unless otherwise specified in the LEA pupil's IEP/IFSP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA pupil's ISA developed in accordance with the LEA pupil's IEP/IFSP.

#### **25. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) pupils. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to sixteen (16) pupils when necessary to provide services to pupils with disabilities. For any billing period where the class size has exceeded sixteen (16) pupils for five consecutive school days, the CONTRACTOR shall have a 10% decrease in its approved daily rate for those LEA pupils that exceeded sixteen (16), for those days (over five).

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### **26. CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days for the regular school year, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar, as determined by the IEP/IFSP team. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each pupil. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the pupils' IEP/IFSP, educational services shall occur at the school site.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's

Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA developed/approved calendar; CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar, or as specified in the LEA pupil's IEP/IFSP and ISA. Unless otherwise specified in the LEA pupil's IEP/IFSP and ISA, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA pupil's IEP/IFSP and ISA.

## **27. DATA REPORTING**

CONTRACTOR shall provide the LEA with invoices, attendance reports and progress reports for LEA pupils enrolled in CONTRACTOR's nonpublic school or nonpublic agency.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS-provided forms at their discretion.

## **28. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") placement options and/or Dual Enrollment options for pupils to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding pupils for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and that may be necessary to enable pupils to transition to less restrictive settings.

When an IEP/IFSP team has determined that an LEA pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommendations to support the transition.

## **29. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA pupil placed with CONTRACTOR by the LEA shall be tested, as determined by the pupil's IEP, by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A). Test results shall be made available to the CONTRACTOR by the LEA, if the results are not sent to the CONTRACTOR by the test publisher or CDE.

CONTRACTOR and LEA shall work together to administer all statewide achievement tests and the High School Exit Examination to LEA pupils pursuant to LEA and CDE guidelines. LEA shall provide NPS with the SSID for each LEA pupil. LEA shall cooperate with CONTRACTOR to accommodate CONTRACTOR's testing window. (Education Code Section 56366(a)(8)(B))

## **30. ATTENDANCE AT DISTRICT MANDATED MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation,



standards-based instruction, cultural and linguistic needs of pupils with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s). After attending one meeting during the school year (including Extended School Year), upon request, a CONTRACTOR who is providing NPA services may request payment for services for attending any additional meetings mandated by the LEA. The request for payment will be at the CONTRACTOR'S agreed upon hourly rate. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.

### **31. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager (BICM)" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). The BICM shall be trained regarding the SELPA Policy. CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA pupil's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA pupil to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, 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 as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA pupil of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

### **32. PUPIL DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA pupil from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA pupil's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination



at an IEP/IFSP meeting no later than the tenth (10th) day of suspension. LEA shall notify and invite CONTRACTOR representatives to the IEP/IFSP team meeting where the manifestation determination will be made.

### **33. IEP/IFSP TEAM MEETINGS**

Upon referral of an LEA pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA pupil.

An IEP/IFSP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each pupil placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA pupil continue to be best met at the nonpublic school; and (3) whether changes to the LEA pupil's IEP/IFSP are necessary, including whether the pupil may be transitioned to a public school setting.

Each LEA pupil shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA pupils for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

Changes in any LEA pupil's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the pupil's IEP/IFSP. In the event that the CONTRACTOR believes the pupil requires a change of placement, 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. Pupil is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **34. SURROGATE PARENTS**

CONTRACTOR shall comply with LEA procedures for obtaining surrogate parents from the LEA.

### **35. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate, without remuneration, in special education due process proceedings related to LEA pupils enrolled in CONTRACTOR's education program, including mediations and hearings, as requested by LEA and /or OAH. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

### **36. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA pupils with appropriate



information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Pupil Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **37. LEA PUPIL PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, progress reports shall be sent by CONTRACTOR to LEA and parents no later than October 30th, January 30th, April 30th, and July 30th or as otherwise specified on the IEP/IFSP or requested in writing by the LEA, with respect to LEA pupils enrolled in CONTRACTOR's educational program. An updated report shall be submitted if there is no current progress report when LEA pupil is scheduled for a review by the LEA's IEP/IFSP team or when an LEA pupil's enrollment is terminated. Payment of invoices may be held until progress reports are provided. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA pupil's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA pupil one month prior to the LEA pupil's annual or triennial review IEP/IFSP team meeting for the purpose of reporting the LEA pupil's present levels of performance at the IEP/IFSP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation, such as test protocols and data collection, shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA pupil's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.

### **38. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR, at the close of each semester or upon LEA student transfer, shall prepare transcripts for LEA pupils in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA pupil's district of residence, for evaluation of progress toward completion of diploma requirements, or if appropriate, a Certificate of Completion, as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA pupils and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **39. LEA PUPIL CHANGE OF RESIDENCE**

Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA pupil's change of residence, CONTRACTOR shall notify LEA and/or the LEA shall notify CONTRACTOR of the LEA pupil's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA pupil's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA pupil's change of residence is to a residence outside of LEA's service boundaries or CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA pupil's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA pupil's change of residence.

#### **40. WITHDRAWAL OF LEA PUPIL FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA pupil is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within three (3) days.

#### **41. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA pupils and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA pupil living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA pupils.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA pupil visits in their home during, but not limited to, holidays and weekends.

#### **42. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and shall follow the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

#### **43. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI pupils as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA pupils, including those identified as eligible for special education. For those identified special education pupils, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each pupil's IEP/IFSP at the time of enrollment.

#### **44. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **45. MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA pupil's instructional program and shall be invited to participate in the review of each pupil's progress. LEA shall have access to observe each LEA pupil at work, observe the instructional setting, interview CONTRACTOR, and review each LEA pupil's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).



During the term of this Master Contract, CONTRACTOR shall participate in a District Validation Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and Self Review in accordance with requirements of CDE. CONTRACTOR will use and follow all LEA forms and procedures required for compliance.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 56366(a)(9) and 33126 and state guidelines.

## **PERSONNEL**

### **46. FINGERPRINT CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **47. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code

sections 45340 et seq. and 45350 et seq. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

#### **48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents, which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA pupils as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

#### **49. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided. If a teacher is absent and a non-qualified substitute has been provided, CONTRACTOR will notify the LEA immediately. The LEA will determine how to address the denial of FAPE.

When CONTRACTOR is a nonpublic agency, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section eight (8) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides a mutually agreed upon plan evidencing the provision of "make-up" services by a qualified service provider. This plan must be submitted within ten (10) school days of the initial provider's absence. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA.



## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding pupil and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq. regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA pupil. CONTRACTOR will comply with the requirements of California Education Code section 35021 et seq., regarding preventing registered sex offenders from volunteering and to request fingerprinting clearance of volunteers.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS**

#### **a. Facilities**

CONTRACTOR shall provide special education and/or related services to LEA pupils in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related to, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

#### **b. Fire Drills**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills monthly for elementary and intermediate students and twice per school year for secondary students, as required by Title 5 California Code of Regulations, Section 550.

### **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an LEA pupil that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA pupil with the administration of such medication after the LEA pupil's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA pupil's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA pupil to whom medication is administered. Such written log shall specify the LEA pupil's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

#### **54. MANDATED REPORTING REQUIREMENTS**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

CONTRACTOR agrees to provide annual training to all employee and volunteer staff regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities. CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or mail within 24 hours of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member or school volunteer.

CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a pupil that may impact the pupil's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

#### **55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

#### **56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

#### ***FINANCIAL***

#### **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every child.

CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA pupil's IEP/IFSP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract.

CONTRACTOR shall maintain registers for the basic education program and each related service. Original attendance forms shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period



of this contract and for a period of five (5) years after the date of origination. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit accurate and timely invoices and related documents to LEA for payment, for each calendar month when education or related services were provided to an LEA student. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days from the date a completely corrected re-billing invoice is received by LEA.

If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

#### **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57; (d) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of receipt of such invoice, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend

CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR shall invoke the following escalation policy.

- a. Persons involved after forty-one (41) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Specialist, LEA's Administrator will become involved and shall attempt to resolve the dispute. The LEA Coordinator shall respond to the CONTRACTOR in writing within ten (10) business days.
- b. Persons involved after fifty-one (51) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Administrator, the SELPA Director shall become involved. The SELPA Director shall respond to the CONTRACTOR in writing within ten (10) business days. This shall be the final LEA determination regarding the withholding of payment.
- c. Persons involved after sixty-one (61) business days: Dispute Resolution, as defined in the SELPA's Local Plan, shall be followed.

If the dispute has not been resolved through the SELPA's Dispute Resolution process, the party claiming injury may seek legal or CDE redress, or may submit, if mutually agreed to in writing by the parties, the matter to binding arbitration by an arbitrator or arbitration service agreed upon by the parties. Each party shall be responsible for their own fees for arbitration, if applicable. The parties agree that this Master Contract provision dealing with Master Contract disputes does not alter the parties' right to bring action in accordance with the applicable statute of limitations under state or federal law.

#### **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services covered by this Master Contract or the ISA to LEA pupils. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services covered by this Master Contract or ISA to LEA pupils.

#### **60. PAYMENT FOR ABSENCES**

Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance." In neither case will CONTRACTOR bill for any absences during Extended School Year (ESY).

##### **Excused Absence:**

No later than the 8th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 8th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 8th consecutive day of absence.

The LEA shall not be responsible for payment for more than eight (8) cumulative days of excused absences in one semester unless a written time extension is granted by LEA. LEA shall not be responsible for payment for days of unexcused absences.



All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.

Only the individuals listed below may verify the reason for absence:

1. School or public health nurse
2. Physician
3. Principal
4. Teacher
5. School employee assigned to make such verification
6. Student eighteen years of age or over
7. Parent

Any reasonable method which established the reason for the absence may be used:

Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)  
Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)

Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

**Positive Attendance:**

A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

**NONPUBLIC AGENCY PUPIL ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA pupil no later than the fifth consecutive service day of the pupil's absence, as specified in the LEA Procedures. A unit of service for payment purposes shall not be credited for an excused absence when CONTRACTOR is provided 24 hours advance verbal notification of the pupil's absence. A unit of service for payment purposes shall not be credited to CONTRACTOR for CONTRACTOR'S staff development days.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b). CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules;

liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records, or copies of records, available at either the office of the LEA or at the CONTRACTOR's offices (to be specified by LEA) at all times and without charge. All records shall be provided to LEA within ten (10) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that the CONTRACTOR or the LEA owes the other monies as a result of over billing, underpayment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. Unless otherwise agreed in writing, the party that owes money shall make such payment within thirty (30) days of receipt of the written notice demanding payment. In the event that a party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the dispute resolution section of this Master Contract.

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. 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 Section 62.



**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. <u>Basic Education Program/Special Education Instruction</u>	_____	_____
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		
(11)	Other: Psychological Services other than Assessment and IEP		

**RATE SCHEDULE**

**62. CONTRACTOR**

**Per CDE Certification, total enrollment may not exceed: 10**

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. <u>Basic Education Program/Special Education Instruction</u>		
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	\$120	hour
	b. Behavior Intervention – BID	\$120	hour
	Provided by: _____		
(10)	Nursing Services		
(11)	Other: Psychological Services other than Assessment and IEP		



(12)	Home or Hospital Instruction		
(13)	Other -- Parent training and consultation	\$120	hour

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 2011, and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR		SCHOOL DISTRICT/SELPA	
Method Management Consultants			
<i>Susan Burkhardt, J.D./Ph.D.</i> Signature	5/25/11 Date	<i>Sharon St. Casanares</i> Signature	8/24/11 Date
Name and Title of Authorized Representative Susan Burkhardt, J.D., Ph.D. General Partner		Name and Title of Authorized Representative Sharon Casanares, Executive Director	
Notices to CONTRACTOR shall be addressed to: Name Method Management Consultants 27 Susan Burkhardt, J.D., Ph.D.		Tony Smith, Superintendent Date	
Address 2725 Broderick St		<i>J. Minor</i> Jacqueline Minor, Esq.	9/9/11 Date
City State Zip San Francisco, CA 94123	Notices of LEA shall be addressed to: Director of Special Education 2850 West Street, Oakland, CA 94608		
Phone: 415-305-3841 Fax: 415-922-4363 E-mail: ssnburkhardt@yahoo.com Website:	Phone: 510-874-3704 Fax: 510-874-3707 E-mail: sharon.casanares@ousd.k12.ca.us Website:		

*G. D. Yee*  
Gary D. Yee, Ed.D.  
President, Board of Education

*Edgar Rakestraw, Jr.*  
Edgar Rakestraw, Jr., Secretary  
Board of Education



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**JACK O'CONNELL**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

**NOTICE OF  
NONPUBLIC AGENCY CERTIFICATION**

**DATE:** October 15, 2010  
**ADMINISTRATOR:** Susan Burkhardt, J.D., Ph.D.  
**AGENCY:** Method Management Consultants  
**NPA CODE:** 1A-38-019  
**MAILING ADDRESS:** 2725 Broderick Street  
San Francisco, CA 94123  
**SITE:** PUBLIC AND NONPUBLIC SCHOOL SITES ONLY

**CERTIFICATION STATUS:**

**APPROVED**

**EFFECTIVE DATES:**

January 1, 2011 – December 31, 2011

**SERVICES AUTHORIZED:** Behavior Intervention – Design or Planning and Parent Counseling and Training services to be provided as stated in the individualized education program.

This certification authorizes the NPA to serve a maximum of 10 students.

Jenna Canez, Analyst  
Interagency-Nonpublic Schools/Agencies Unit  
Special Education Division

**NOTE:** Certification is not an endorsement of the services offered by the Nonpublic Agency (NPA) but states only that the NPA meets minimum standards. Certification is subject to timely submission of an annual application and accompanying fee.

*Certification that is "Approved" or "Conditional" authorizes the nonpublic school or agency to contract with local educational agencies under Section 56366 et seq. of the Education Code.*





ACE American Insurance Company

Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declarations

PRODUCER NUMBER 273865

DATE OF ISSUE October 14, 2010

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
CLAIMS MADE INSURANCE POLICY**

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: <b>78G22135375</b>		
1.	<b>Named Insured:</b> <b>METHOD MANAGEMENT CONSULTANTS</b> <b>Address:</b> 2725 BRODERICK STREET <b>City, State &amp; Zip Code:</b> SAN FRANCISCO, CA 94123		
2.	<b>Policy Period:</b> From: 11/01/2010 To: 11/01/2011 12:01 A.M. local time at the address shown in Item 1.		
3.	<b>COVERAGE</b> Professional Liability Wrongful Employment Practices Licensing Board Defense Other Governmental Regulatory Body Defense Deposition Expense Premises Medical Payment Assault and/or Battery Loss of Earnings	<b>LIMITS OF LIABILITY</b> \$1,000,000 Each Incident \$5,000 per Proceeding \$5,000 per Proceeding \$5,000 per Insured \$2,500 per Person \$500 per Day, per Insured	<b>PREMIUM</b> \$3,000,000 Aggregate \$5,000 Aggregate \$75,000 Aggregate \$1,000 Aggregate \$15,000 Aggregate Per Incident Surcharge(s) Total Premium
			\$1,384.00
4.	Retroactive Date 11/01/2000		
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF15217a, CC1K11e , PF15245a, PF7U49a ,		
6.	<b>Notice of claim should be sent to:</b> Trust Risk Management Services, Inc. 181 W Madison St Suite 2900, Chicago, IL 60602	<b>All other correspondence should be sent to:</b> Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	
7.	<b>REPRESENTATIVE:</b> Agent or broker: Office address: City, State, Zip Website: Phone:	Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674 www.apait.org 1.877.637.9700	



# Psychologists' Professional Liability Policy (Claims Made)

## NOTICE

**THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS, AND TO THE EXTENT, ANY EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.**

The **Company** agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

### I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** or any **Extended Reporting Period**, for an **Incident**. Any such **Incident** must occur on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

### II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages**.

The **Company**, at its option, shall select and assign defense counsel; however, an **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit an **Insured** to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

### III. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. if the **Named Insured** is an individual or entity, the **Named Insured** so designated in the Declarations;
- B. if the **Named Insured** is an entity, any current partner, owner, officer, director, trustee or stockholder thereof;
- C. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for psychological or other associated professional services provided while a partner, owner, officer, director, trustee or stockholder of the **Named Insured**;



- D. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for **Claims** made after he or she was a partner, owner, officer, director, trustee or stockholder of the **Named Insured**, alleging, based upon or arising from his or her vicarious liability associated with the **Named Insured**;
- E. any current or former employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan during such employee's term of employment with the **Named Insured** or, with the consent of the **Named Insured**, as an unpaid volunteer during the employee's term of employment with the **Named Insured**;
- F. any person or entity listed as an Additional Insured on a Psychologists' Professional Liability claims made policy issued to the **Named Insured**: (i) that was purchased through the Psychologists Purchasing Group Association and (ii) to which this policy is a renewal or a replacement, but only for **Incidents** that occurred while the Additional Insured Endorsement listing such person or entity was in effect and solely for **Incidents** that are covered under this policy resulting from the sole negligence of another **Insured**;
- G. any person or entity that leases premises to the **Named Insured**, but only with respect to liability imposed on such person or entity solely as a result of the **Named Insured's** operation or management of the premises used in the **Named Insured's** practice as a psychologist or **Practitioner**;
- H. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**; or
- I. any entity name that the **Named Insured** previously operated under, but ceased to utilize prior to this **Policy Period** provided that more than 50% of the **Insureds** continue their affiliation with the **Named Insured**.

#### IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy. The Aggregate Limit of Liability set forth in the Declarations will apply separately to each **Insured** who is:
  1. a psychologist or a **Practitioner** who is either the **Named Insured** or who provides psychological or other associated professional services on behalf of the **Named Insured** or
  2. an entity designated as the **Named Insured** on the Declarations

for all **Incidents** caused by such **Insured** or for which such **Insured** is legally liable. No **Insured** shall have more than one Aggregate Limit of Liability. Any **Insureds** not included in Section IV. LIMIT OF LIABILITY, B., 1. and 2., shall share the Aggregate Limit of Liability with the **Named Insured** set forth in the Declarations. If more than one entity is designated as a **Named Insured**, all entities shall share one Aggregate Limit of Liability.
- C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages**, the **Company's** duty to defend or to make any payments pursuant to Section II. DEFENSE AND SETTLEMENT, for such **Insured** shall be completely fulfilled and extinguished.
- D. Neither the Automatic **Extended Reporting Period** nor the purchase of any **Extended Reporting Period** Option shall increase the Limit of Liability set forth in the Declarations.
- E. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

#### V. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

- A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.

**B. Governmental Regulatory Body Defense:**

**1. Licensing Board Defense Reimbursement:**

up to the Licensing Board Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be:

- a.** received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b.** received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for occurrences that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

**2. Other Governmental Regulatory Body Defense Reimbursement:**

up to the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The notice of investigation or proceeding must be:

- a.** received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b.** received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for violations that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, or its designee, or any state, shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Body Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, C. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

**C. Premises Medical Payments:**

- 1.** up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.



2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
  - a. while on the premises owned by or rented to the **Insured** or
  - b. while elsewhere if such **Bodily Injury**:
    - i. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining;
    - ii. is caused by the activities of the **Insured**; or
    - iii. is caused by the activities of an employee while engaged in the employment of the **Insured**.
3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** practice as a psychologist or **Practitioner**.

**D. Assault and/or Battery Coverage:**

1. Up to the **Assault and/or Battery** Limit set forth in the Declarations per **Policy Period** for:
  - a. Medical expenses incurred as a result of **Bodily Injury** to an **Insured** if such **Bodily Injury** is caused by an **Assault and/or Battery** by or at the direction of another person who is not an **Insured** under the policy and
  - b. **Property Damage** to personal property owned by an **Insured** if such **Property Damage** is caused by an **Assault and/or Battery** by or at the direction of another person who is not an **Insured** under the policy.
2. Such **Assault and/or Battery** must happen on the **Insured's** work premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such premises while providing psychological or other associated professional services.
3. Such **Assault and/or Battery** must occur during the **Policy Period**.
4. The **Assault and/or Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** work premises.
5. The **Assault and/or Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.
6. The **Assault and/or Battery** coverage applies as excess over any other available insurance covering such loss.

**E. Wrongful Employment Practices:**

up to the **Wrongful Employment Practices** Limit set forth in the Declarations for **Claims Expenses** and all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Wrongful Employment Practices Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** arising out of any **Wrongful Employment Practice** by an **Insured**, provided the **Wrongful Employment Practice** took place on or after the effective date of the first policy containing **Wrongful Employment Practices** coverage that was issued through the Psychologists Purchasing Group Association to such **Insured** and to which this policy is a renewal or a replacement but prior to the end of the **Policy Period**.

All **Wrongful Employment Practice Claims** shall be deemed as being first made when the **Insured** first receives written notice that a **Wrongful Employment Practice Claim** has been made.

All **Wrongful Employment Practice Claims** arising out of the same or related **Wrongful Employment Practice** shall be considered as having been made at the time the first such **Wrongful Employment Practice Claim** is made.

In addition to those exclusions in Section VI. EXCLUSIONS, this Supplementary Payment provision does not apply to **Wrongful Employment Practice Claims**:

1. based on or arising out of any obligations for which any **Insured** or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, The Fair Labor Standards Act, the National Labor Relations Act of 1938 or Labor Management

Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991968), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any **Damages** awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former employee, the Family and Medical Leave Act, Public Law 103-3 (1993), and any amendments thereof;

2. based upon or arising from the breach of any express contract of employment for any express obligation to make payments in the event of termination of employment;
3. based upon or arising out of an obligation to pay **Damages** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in absence of the contract or agreement;
4. based upon or arising out of costs of complying with physical modifications to the **Insured's** premises or any changes to the **Insured's** usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto or rule or regulation promulgated thereto, or any similar federal, state or local law.
5. based upon or arising from any improper payroll deductions, or any claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee of the **Insured**, that results in any violation of any federal, state, local or foreign statutory law or any similar common law, and any rules, regulations and amendments thereto.

F. Deposition Expense:

up to the Deposition Expense Reimbursement Limit set forth in the Declarations per **Insured** for reasonable expenses the **Insured** incurs for fees charged by an attorney representing the **Insured** for a deposition provided:

1. the **Insured** receives a subpoena requesting documents or testimony for psychological or other associated professional services during the **Policy Period**;
2. the deposition is not for or related to a **Claim** against the **Insured**; and
3. the **Insured** has not been retained at any time to provide advice or testimony in any legal matter related to this deposition.

## VI. EXCLUSIONS

This insurance does not apply:

- A. to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);
- B. to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;
- C. to **Bodily Injury**:
  1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or
  2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** practice for psychological or other associated professional services or
2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;



provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V. SUPPLEMENTARY PAYMENTS, D. **Assault** and/or **Battery** Coverage;

- D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
- E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to (i) any **Claim** alleging malicious prosecution and (ii) any **Insured** who did not participate in or acquiesce to any such act or omission;
- F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;
- G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;
- H. to any **Claims** against any **Insured** alleging, in whole or in part:

- 1. sexual assault, sexual abuse or sexual molestation or
- 2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;

whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

- I. to **Personal Injury** or **Advertising Injury** arising out of:
  - 1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
  - 2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Retroactive Date** of this policy; or
  - 3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;
- J. to **Advertising Injury** arising out of:
  - 1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;
  - 2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;

3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or
  4. any act committed by the **Insured** with actual malice;
- K. to any **Claim** brought by, or on behalf of, any **Insured** against any other **Insured** under this policy; provided however, this exclusion shall not apply to any **Claim** based upon or arising out of psychological or other associated professional services rendered by one **Insured** to another **Insured** or any **Claim** based upon or arising out of any obligation of one **Insured** to supervise another **Insured** in the provision of psychological or other associated professional services;
- L. to **Damages** arising out of infringement of copyright or plagiarism;
- M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
  2. any premises, site, or location:
    - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
    - b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;
- N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- P. to any **Claims** brought by or on behalf of any person employed by the **Insured**, any person who had been employed by the **Insured** or any person seeking employment with the **Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section V. SUPPLEMENTARY PAYMENTS, E. **Wrongful Employment Practices** or Section VII. DEFINITIONS, **Incident**, E.;
- Q. to **Claims** based upon or arising out of the valuation of assets or investment planning; and
- R. to:
  1. **Claims, Wrongful Employment Practices Claims** or **Incidents** that were reported to any prior insurer;
  2. unreported **Claims** or **Wrongful Employment Practices Claims** that any **Insured** had received notice prior to the effective date of the first policy with the **Company**;
  3. **Incidents** or **Wrongful Employment Practices** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**.

However, Section VI. EXCLUSIONS, R., 2. and 3. will not apply to any **Insured** who did not have knowledge of such **Incident** or resulting **Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

## VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:



**“Advertising Injury”** means injury arising out of an offense committed in the course of the **Insured’s** advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another’s advertising idea.

**“Application”** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

**“Assault”** means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

**“Battery”** means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

**“Bodily Injury”** means any injury sustained by any person including, but not limited to:

- A. Physical Injury**, sickness, disease, mental anguish or emotional distress, including death at any time resulting there from;
- B.** psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from; and
- C.** loss of consortium or impairment of domestic or personal relations.

**Bodily Injury** shall not include any injury, damage or loss defined as **Personal Injury, Advertising Injury** or **Property Damage**.

**“Claim”** means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured**.

**“Claims Expenses”** means:

- A.** fees charged by an attorney(s) and/or independent adjustor(s) designated by the **Company** and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** that arises in connection therewith, if incurred by the **Company** or by the **Insured** with written consent of the **Company**;
- B.** all costs taxed against the **Insured** in such **Claims** and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the **Company** has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the **Company’s** liability, thereon; and
- C.** premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**; however, the **Company** shall have no obligation to apply for or furnish any such bond and **Claims Expenses** shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

**“Company”** means the insurance company providing this insurance.

**“Damages”** means compensatory judgments, settlements or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the **Company** will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

**“Extended Reporting Period”** means the period of the extension of coverage described in Section VIII. CONDITIONS, N. Automatic **Extended Reporting Period**, Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, if exercised, or any other **Extended Reporting Period** endorsement to this policy issued by the **Company**.

**“Hostile Fire”** means one that becomes uncontrollable or breaks out from where it was intended to be.

**“Incident”** means:

- A.** any act, error or omission in the rendering of or failure to render psychological or other associated professional services by the **Insured**, or by any person for whom the **Insured** is legally responsible; or

- B. any act, error or omission of the **Insured** as a psychologist or a **Practitioner** performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan; or
- C. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Insured's** practice for psychological or other associated professional services that results in **Bodily Injury** or **Property Damage**; or
- D. an offense in the course of the **Insured's** advertising activities for psychological or other associated professional services that results in an **Advertising Injury**; or
- E. if the **Insured** is a psychologist or **Practitioner** who provides services to any private or public organization, agency, college or university as a researcher, consultant, teacher, faculty member (including department, program or division chair), librarian, administrator, colleague or member of an instructional staff, then any act, error or omission in providing the following services:
  1. original or contracted research including psychological research on animals or humans;
  2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;
  3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;
  4. the non-reappointment of a probationary faculty member;
  5. the decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;
  6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; or
  7. the authorship of research, journal articles or other educational material; or
- F. an offense that results in **Personal Injury** from the practice of a psychologist or **Practitioner**.

"**Insured**" means any person or entity qualifying as an **Insured** in Section III. PERSONS INSURED.

"**Named Insured**" means the person or entity named in Item 1. of the Declarations of this policy. **Named Insured** also shall include any entity other than a joint venture that is acquired or formed by the **Named Insured** after the effective date of this policy and over which the **Named Insured** maintains ownership or majority interest. This coverage will:

- A. not apply if the newly acquired or formed entity knew of a **Claim** or **Incident** that might be expected to be the basis of such **Claim** prior to the date they were acquired or formed by the **Named Insured**;
- B. not apply if the newly acquired or formed entity is insured under any other similar liability or indemnity policy for an **Incident**, even if such limits of liability have been exhausted; or
- C. terminate in 90 days from the date that such entity is acquired or formed by the **Named Insured** or the end of the **Policy Period** whichever is earlier, unless written notice is provided to the **Company** or its authorized representative and such entity is added to the policy by endorsement.

"**Personal Injury**" means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual's right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

"**Physical Injury**" means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from.

"**Policy Period**" means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.



**“Practitioner”** means an individual who is a psychologist practicing in any of its branches, an allied mental health professional, student, intern, resident, volunteer, assistant, parent coordinator, mediator, consultant, or coach who provides psychological or other associated professional services while in his or her capacity as an **Insured**.

**“Primary Named Insured”** is the psychologist whose name is signed on the **Application** and qualifies as an **Insured** under Section III. PERSONS INSURED, A. or B. Each policy shall have a **Primary Named Insured**. If the **Primary Named Insured** dies or is adjudged incompetent then the **Named Insured** or when appropriate the **Named Insured’s** legal representative shall designate a person to act as the **Primary Named Insured**.

**“Property Damage”** means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

**“Retroactive Date”** means the date listed in Item 4. of the declarations.

**“Wrongful Employment Practice”** means:

- A. wrongful refusal to employ a qualified applicant for employment;
- B. wrongful failure to promote a qualified employee;
- C. wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
- D. wrongful termination of employment, including retaliatory or constructive discharge;
- E. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference;
- F. oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee’s right of privacy; or
- G. any practice that violates a state or federal employment discrimination statute.

**“Wrongful Employment Practice Claim”** means a demand for money or services, or the filing of suit or institution of arbitration proceedings or alternative dispute resolution naming an **Insured** and alleging a **Wrongful Employment Practice**. **Wrongful Employment Practice Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

## VIII. CONDITIONS

- A. Territory: The insurance afforded by this policy applies to **Claims** that are first made and reported to the **Company** during the **Policy Period** for **Incidents** that occur anywhere in the world, provided such **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. When a **Claim** is to be Considered as First Made: A **Claim** shall be considered as being first made at the earlier of the following times:
  - 1. when the **Insured** first receives written notice that a **Claim** has been made or
  - 2. when the **Company** or its authorized agent first receives written notice from the **Insured** of specific circumstances involving a particular person or entity that may result in a **Claim**.

All **Claims** arising out of the same or related **Incident** shall be considered as having been made at the time the first such **Claim** is made, and shall be subject to the same Limit of Liability.

- C. Duties of the **Insured** in the Event of a **Claim** or **Incident**: Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured’s** representative. A **Claim** shall be considered as reported during the **Policy Period** provided it is reported to the **Company** or its authorized agent within sixty (60) days of the expiration date of the **Policy Period**.

- D. Assistance and Cooperation of the **Insured** in the Event of a **Claim**: The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, assist in affecting settlements, in the defense of any **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.
- E. Assignment: The interest of any **Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.
- F. Legal Action Against the **Company**: A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an **Insured**, but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the **Company** unless there has been full compliance with all of the terms of this policy.

- G. Other Insurance: If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claims Expenses** including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense and E. **Wrongful Employment Practices**, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

- H. Subrogation: In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.
- I. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- J. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.
- K. Cancellation:

1. Cancellation by the **Primary Named Insured**

This insurance may be cancelled by the **Primary Named Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the **Primary Named Insured**.

2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Named Insured** at least thirty (30) days prior to the date of such cancellation.



### 3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- A. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- B. Material failure to comply with policy terms, conditions or contractual duties;
- C. The risk originally accepted has measurably increased; or
- D. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- L. Nonrenewal: The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. Renewal Rate Increase or Change in Policy Terms: If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- N. Automatic **Extended Reporting Period**: If the policy is canceled or is not renewed, coverage granted by this policy shall continue for sixty (60) days following the effective date of such cancellation or nonrenewal at no additional cost. This automatic sixty (60) day **Extended Reporting Period** shall only apply to **Incidents** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal for **Claims** made during the **Policy Period** and reported to the **Company** within sixty (60) days of the effective date of such cancellation or nonrenewal.

The automatic sixty (60) day **Extended Reporting Period** will not be provided if:

- 1. the **Company** cancels for non-payment of premium;
- 2. this insurance is replaced with the same or similar insurance whether or not the limits or deductible are identical to those provided under this policy; or
- 3. an **Extended Reporting Period** is provided under any other conditions of this policy.

The Limit of Liability available under this extension shall be part of, and not in addition to, the Limits of Liability available under the policy.

#### O. **Extended Reporting Period** Option:

- 1. Cancellation/Nonrenewal/Change in Terms:
  - a. The **Named Insured** or any **Insured** who is a psychologist or **Practitioner** shall have the right to purchase the **Extended Reporting Period** Option in the case of:
    - i. cancellation or nonrenewal of this policy for any reason other than flat cancellation by the **Company** effective at policy inception or cancellation for non-payment of premium;

- ii. the **Company** advancing a **Retroactive Date** from one previously applied to this policy;
  - iii. the **Company** reducing coverage or increasing the filed rate;
  - iv. an **Insured** whose affiliation with the **Named Insured** has been terminated; or
  - v. the **Named Insured** does not elect to purchase the Extended Reporting Period endorsement upon termination of the policy.
- b. The **Extended Reporting Period** Option shall apply solely to:
- i. **Claims** first made against an **Insured** during such **Extended Reporting Period** for an **Incident** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal and
  - ii. those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, against an **Insured**, first received during the **Extended Reporting Period** Option as a result of an occurrence or violation that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal.

If the **Extended Reporting Period** Option is provided to an **Insured** who is a psychologist or **Practitioner** but not to the **Named Insured**, then such **Extended Reporting Period** Option will apply solely to such **Insured** and solely to **Claims** made against such **Insured** or those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense against such **Insured**.

c. **Extended Reporting Period** Option Premium:

- i. If the **Extended Reporting Period** Option is purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium of this policy.
- ii. If the **Extended Reporting Period** Option is purchased by an **Insured** who is a psychologist or **Practitioner** but not purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium for such **Insured**.

The additional premium for such **Extended Reporting Period** Option is as follows:

- 90% of the full annual premium as described in i. or ii. above, to a period of twelve (12) months;
- 135% of the full annual premium as described in i. or ii. above, to a period of twenty-four (24) months;
- 150% of the full annual premium as described in i. or ii. above, to a period of thirty-six (36) months; or
- 175% of the full annual premium as described in i. or ii. above, to an unlimited period.

- d. The **Extended Reporting Period** Option shall begin on the effective date of cancellation, nonrenewal or change in terms as described in Section VIII. CONDITIONS, O., 1.Cancellation/Nonrenewal/Change in Terms, a., ii., iii. and iv. The right to purchase the **Extended Reporting Period** Option shall terminate sixty (60) days after the effective date of such cancellation, nonrenewal or change in terms unless written notice of such election, together with the additional premium, is received by the **Company** or its authorized agent from the **Insured** within that sixty (60) day period.

Subject to the foregoing, in the event that the **Named Insured** is an entity and the policy is terminated the premium calculation stated above shall not include a charge for any **Insured** who qualifies for a free **Extended Reporting Period** Option under Section VIII. CONDITIONS, O., 2.Retiree Provision or 3. Death or Disability of **Insured**, provided always that notice is given to the **Company** or its authorized agent as required below and the other provisions of Section VIII. CONDITIONS, O., 2. Retiree Provision or 3. Death or Disability of **Insured**, are fully satisfied.

2. Retiree Provision: Notwithstanding Section VIII. CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** retirement from active practice provided:

- a. the **Insured** is a psychologist or **Practitioner**;
- b. written notice of this election is given to the **Company** within sixty (60) days after termination of this policy; and



- c. all premiums and deductibles due the **Company** have been paid in full.
3. Death or Disability of **Insured**: Notwithstanding Section VIII. CONDITIONS, E. Assignment and Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** death or disability provided:
    - a. the **Insured** is, or prior to his or her death or disability was, psychologist or **Practitioner**;
    - b. the death or disability of the **Insured** occurs during the **Policy Period**;
    - c. in the event of disability, the **Insured** is totally and continuously disabled from the practice of psychology a minimum of six (6) months prior to the election of this option;
    - d. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability; and
    - e. all premiums and deductibles due the **Company** have been paid in full.
  4. The Limit of Liability available for the **Extended Reporting Period** Option shall be part of, and not in addition to, the Limits of Liability for the last **Policy Period**. The **Extended Reporting Period** Option, if elected, shall not increase or reinstate the Limits of Liability. Such Limits of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the Automatic **Extended Reporting Period**, and the **Extended Reporting Period** Option combined.
  5. Once the **Extended Reporting Period** Option is in effect, it may not be cancelled and the entire premium shall be deemed fully earned. The **Company** shall not be liable to return to any **Insured** any portion of the premium for the **Extended Reporting Period** Option.
- P. **Declarations and Application**: By acceptance of this policy, the **Primary Named Insured** agrees on behalf of the **Named Insured** that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.
- Q. **Reimbursement**: While the **Company** has no duty to do so, if the **Company** pays **Damages**:
1. within the amount of the applicable deductible and/or
  2. in excess of the Limit of Liability
- all **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.
- R. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.
- S. **Liberalization Clause**: If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Claims** made or (ii) notices of investigations, proceedings or hearings described in Section V. SUPPLEMENTARY PAYMENTS that are received, after the **Company** adopts such revision, if:
1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Named Insured**;
  2. the endorsement or policy does not increase the premium; and
  3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Named Insured**.



PROGRAMS FOR EXCEPTIONAL CHILDREN
MASTER CONTRACT ROUTING FORM FOR NPS/NPA'S 2011-2012

Basic Directions

Payment for any services cannot be provided until the contract has been approved by the Board of Education and the Purchase Order amount has been established by Procurement.

- 1. OUSD contract originator sends SELPA approved contract to the Contractor.
2. Contractor and OUSD contract originator reach agreement on any modifications to original SELPA approved contract.
3. Contract is approved by the Programs for Exceptional Children Director.
4. If the Contract has NOT been altered from the original SELPA approved contract, forward to Cabinet for approval.
5. If the contract has been altered from the original SELPA approved contract, forward to Legal for review.
6. Following Cabinet approval, forward to The Board for certification, and finally to Procurement to create Purchase Order.

Attachment Checklist
[ ] Master Contract
[ ] Current copy of nonpublic school/agency certification verified through CA Dept. of Ed.

Contractor Information

Table with contractor details: Contractor Name (Method Management Consultants), Agency's Contact (Susan Burkhardt), OUSD Vendor ID # (1004908), Title (General Partner), Street Address (2725 Broderick Street), City (San Francisco), State (CA), Zip (94123), Telephone ((415) 305-3841), Email (ssnburkhardt@yahoo.com)

Compensation and Terms - Must be within the OUSD Billing Guidelines

Table with compensation terms: Anticipated Start Date (07/01/2011), Contract End Date (06/30/2012), Requisition Number, Total Contract Amount (\$0.00)

Budget Information

Table with budget information: Resource # (6500), Resource Name (Special Ed.), Org Key (975 5312 102), Object Code (5827), Amount (\$)

Approval and Routing (in order of approval steps)

Approval routing table with 5 steps: 1. Site Administrator or Manager (Katy Babcock), 2. Programs for Exceptional Children Director (Sharon St. Casanoves), 3. Legal, 4. Deputy Superintendent, 5. Superintendent. Includes fields for Signature, Date Approved, and a final approval/denial section.



## Special Education

### 2011 – 2012 NPA Master Contract Resolution 1112-0028 – Attachment B

<b>Non-Public Agency</b>	<b>Code</b>
Behavior Analysts, Inc.	A001
Behavioral Intervention Association	A002
Bilingual Therapies, Inc.	A003
Center for Autism and Related Disorders	A004
Communication Works	A005
Ed Support Services	A006
Global Communications	A007
Lindamood-Bell	A008
Maxim Healthcare Services	A009
Method Management	A010
Progressus	A011
Pacific Child & Family Associates	A012
Professional Tutors of America, Inc.	A013
Quality Behavioral Outcomes	A014
Speech & Language Professional Services	A015
Speech Pathology Group	A016
STE Consultants	A017