

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
AGREEMENT FOR INTRA-SELPA EDUCATIONAL SERVICES**

This MASTER CONTRACT, effective **July 1 2017**, by and between the **Riverside County Superintendent of Schools** hereinafter referred to as (“SUPERINTENDENT”) and the **Perris Union High School District** hereinafter referred to as (“DISTRICT”) for the purpose of the SUPERINTENDENT providing Special Education and/or related services (“EDUCATIONAL SERVICES”) to individuals with exceptional needs. This agreement is entered into pursuant to the provisions of PART 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-1152, as amended, and federal and state regulations relating thereto. It is understood that this MASTER CONTRACT does not commit the DISTRICT to payment for EDUCATIONAL SERVICES unless, and until, an approved Referral/Interim Placement is submitted to the SUPERINTENDENT. It is also understood rates for service reflect the changes in Educational funding.

In consideration of mutual promises contained herein, it is mutually agreed between the parties, as follows:

I. GENERAL PROVISIONS:

A. TERM

This MASTER CONTRACT is effective on **July 1, 2017**, through **June 30, 2018**. The Contract will be renewed annually upon mutual agreement of the parties.

B. MODIFICATIONS AND AMENDMENTS

This MASTER CONTRACT may be modified or amended in writing by consent of both parties.

C. GOVERNING LAW

The terms and conditions of this MASTER CONTRACT shall be governed by Federal and State law. The venue of all legal proceedings shall be Riverside County, California.

D. TERMINATION

SUPERINTENDENT AND DISTRICT agree to process any termination of EDUCATIONAL SERVICES matters in accordance with Riverside County SELPA Governance Council Program transfer language for Students with Moderate/Severe and Low Incidence.

II. ADMINISTRATION OF MASTER CONTRACT

A. NOTICES

All notices involving: (a) Master Contract disputes; (b) changes of pupil's residence outside of current DISTRICT attendance area, (c) termination of the EDUCATIONAL SERVICES, are required to be given to the SUPERINTENDENT and/or the DISTRICT in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to the SUPERINTENDENT shall be addressed to: *Administrator I, Contracts and Purchasing Services, Riverside County Superintendent of Schools, 4383 Tequesquite Avenue, Riverside, California.* Notices to the DISTRICT shall be addressed to: *Chief Business Official, Perris Union High School District, 155 East Fourth Street, Perris, CA 92570.*

The effective date of the notice shall be the date shown on the return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee's agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this MASTER CONTRACT.

B. MUTUAL HOLD HARMLESS

The DISTRICT shall defend, hold harmless and indemnify SUPERINTENDENT, its governing board, officers, administrators, agents, servants, and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MASTER CONTRACT that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the DISTRICT, its governing board, officers, administrators, agents, servants, and employees.

The SUPERINTENDENT shall defend, hold harmless and indemnify DISTRICT, its governing board, officers, administrators, agents, servants, and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MASTER CONTRACT that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the SUPERINTENDENT, its governing board, officers, administrators, agents, servants, and employees.

This indemnity shall survive the termination of this MASTER CONTRACT and/or final payment and is in addition to any other rights or remedies that the SUPERINTENDENT /DISTRICT may have under law and/or this MASTER CONTRACT.

C. ENTIRE AGREEMENT

This MASTER CONTRACT, Interim/*Administrative* Placement and/or Referral forms shall constitute the entire agreement between the SUPERINTENDENT and the DISTRICT and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This MASTER CONTRACT binds the successors, and assignees of both SUPERINTENDENT and DISTRICT. The procedures for executing the Interim/*Administrative* Placement and Referral processes are described in Exhibit 1.

D. SEVERABILITY CLAUSE

If any provision of this MASTER CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

III. EDUCATIONAL PROGRAMS

A. EDUCATIONAL AND RELATED SERVICES

1. SUPERINTENDENT shall provide to DISTRICT Educational and/or related services, which are consistent with each pupil's Individual Education Plan (IEP). Appendix I is a listing of EDUCATIONAL SERVICES currently being offered by the SUPERINTENDENT.
2. The DISTRICT shall be responsible for the purchase of equipment and service agreements for students with low incidence, Deaf/Hard of Hearing (DHH) and Orthopedically Impaired (OI), disabilities served in RCOE Special Day class as well as those served in the DHH and OI Itinerant programs. Supplies and/or equipment purchased and/or provided by the DISTRICT remain the property of the DISTRICT and/or provided by the SUPERINTENDENT remain the property of the SUPERINTENDENT.

B. TRANSPORTATION

The DISTRICT shall be responsible for transportation services for DISTRICT pupils attending SUPERINTENDENT's educational program, unless otherwise mutually agreed to in writing by the parties.

C. PROGRAM OF INSTRUCTION

Special Circumstances

1. Special Circumstance Assistant is one-to-one intensive personnel support as determined by the child's Individualized Educational Program (IEP) due to an instructional need, following a district's completed Special Circumstance Assessment (RISA).

Special Circumstance Assistant services will be billed to the pupil's district of residence at the following rate:

- a. Instructional Assistant **\$40** per hour
- b. Health Assistant **\$45** per hour
- c. Licensed Vocational Nurse **\$50** per hour

- 2. Home/Hospital Services are Special Education and related services provided in the home or hospital for school-age pupils for whom the IEP team recommends such instruction or services. Home/Hospital services will be billed to the pupil's district of residence based on the actual cost of salary, benefits and actual expenses of personnel providing the service.

If an IEP Team specifies additional and/or extraordinary services for a pupil covered by this MASTER CONTRACT, and if these services require an expenditure of funds greater than normally required by other students in the program provided by SUPERINTENDENT, a separate MOU between SUPERINTENDENT and the District shall be drawn accordingly within ten (10) working days of the IEP Team meeting.

Exhibit 2	Special Circumstance Assistant MOU Template
Exhibit 3	Home/Hospital MOU Template

Coordination of Curriculum

The parties agree that it is in the best interests of the pupils served under this MASTER CONTRACT to provide a coordinated system of curriculum development, implementation and monitoring, and they agree to cooperate in this regard.

EDUCATIONAL SERVICES shall occur at various locations within Riverside County. Changes in the educational program may only be made based on revisions to the pupil's IEP, mediated agreement, an order from the California Special Education Hearing Office and/or an order rendered by a court of competent jurisdiction. At any time during the term of this MASTER CONTRACT, the parent, SUPERINTENDENT or DISTRICT may request a review of the pupil's IEP, subject to all procedural safeguards required by State and Federal law. The specific program of instruction shall be described in writing in the IEP.

IV. PAYMENT SECTION

A. PRELIMINARY COST ESTIMATE

SUPERINTENDENT shall provide to each DISTRICT an estimate of the cost of EDUCATIONAL SERVICES by March 31st of the current year. This estimate will be based on the SUPERINTENDENT'S preliminary budget and will include the following:

- Estimated number of students
- Estimated cost per pupil based on disability/disability cluster
- Estimated total cost to the DISTRICT for services to be provided

B. ANNUAL BUDGET COST ESTIMATE

The master contract will be based on the annual budget and will include the following:

- Estimated number of students
- Estimated cost per pupil based on disability/disability cluster
- Amount to be transferred on behalf of the DISTRICT

C. DISTRICT PAYMENTS AND REVENUE SOURCES

The SUPERINTENDENT rate per disability/disability cluster calculation takes into consideration that the District will receive the Local Control Funding Formula, Federal Revenue for each pupil served on the District's behalf as well as AB602 funding from the SELPA.

- a. SELPA will transfer AB602 revenue monthly from the DISTRICT allocations to the SUPERINTENDENT to fund the SD Student Programs.
- b. SUPERINTENDENT will transfer the difference between the program cost (net cost per student) and the revenue provided by SELPA AB602 funding (item IV.C.a.) in July of the following year. This difference in funding represents the district's LCFE funding earned (in lieu of old Revenue) for the student and a proportional calculation in lieu of federal local assistance funding. The calculations will be based on the average verified monthly Severely Disabled (SD) Student Program pupil counts (Sep - Jun data).

<u>DISABILITY/DISABILITY CLUSTER</u>	PROGRAM COST (PER STUDENT) A	AMOUNT PROVIDED BY SELPA (AB 602) B	AMOUNT PROVIDED BY DISTRICTS (A-B) or C*	PROJECTED ENROLLMENT	ESTIMATED DISTRICT COST
Visually Impaired	\$36,753	\$30,850	\$5,903	0	\$0
Deaf and Hard of Hearing	\$53,504	\$46,873	\$6,631	3	\$19,893
Autism	\$52,270	\$45,693	\$6,577	19	\$124,963
Diploma Bound Autism	\$48,958	\$42,525	\$6,433	0	\$0
Intellectually Disabled - Severe	\$45,981	\$39,484	\$6,497	23	\$149,431
Emotionally Disturbed	\$48,663	\$42,243	\$6,420	1	\$6,420
Intellectually Disabled-Moderate	\$37,092	\$31,175	\$5,917	68	\$402,356
Visually Impaired-Itinerant	\$8,616	\$8,242	\$374	9	\$3,366
Deaf and Hard of Hearing-Itinerant	\$3,890	\$3,721	\$169	29	\$4,901
Orthopedically Impaired-Itinerant	\$4,518	\$4,322	\$196	12	\$2,352
* Net Cost per student minus AB 602 provided by SELPA				CONTRACT TOTAL	\$713,682

 Fund School Resource PY Goal Function 7142 Object

District must input account code(s) above.

D. SPECIAL CIRCUMSTANCE AND HOME / HOSPITAL SERVICES

Special Circumstance Assistants and Home/Hospital teachers will be billed quarterly. Contracted LVNs providing special circumstance assistant services will be billed in January and in July as part of year-end process.

The parties hereto have executed this MASTER CONTRACT by and through their duly authorized agents and representatives, below:

Riverside County Superintendent

Perris Union High School District

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Date

Date

Appendix I

SPECIAL EDUCATION PROGRAM DESCRIPTION

The Riverside County Office of Education (RCOE) provides a wide range of special education program options to meet the unique needs of individuals with disabilities. For specific information on personnel assignments and site locations, refer to the RCOE Directory or Program Listing or call (951) 826-6547. The following is a brief description of the programs RCOE offers and the referral process procedures.

Infant Circle Program

Concern for Infants in Riverside County Learning Enrichment (CIRCLE): Services provided to infants with disabilities, birth to three years of age, which may include assessment, individualized instruction in the home, consultation with parents, parent-child sessions in a classroom environment, and/or interagency linkage.

Preschool GRASP Program

Giving Real Advantage to Special Preschoolers (GRASP): Special education services are provided to children, ages three to five, who demonstrate delays in speech/language development, fine motor skills, or pre-academic readiness skills. These classes meet one time a week for 3 hours.

Related Services (RS)

Adapted Physical Education (APE): A physical education program designed and taught by a credentialed APE specialist to meet the individual developmental and physical needs of students with disabilities. Services may include assessment, direct instruction, and/or consultation/collaboration with special education personnel.

Audiological Services: Services provided by a certified audiologist, which may include an annual audiological evaluation, monitoring of hearing aids and assistive listening devices, consultation with parents, and consultation with regular and special education personnel.

Deaf and Hard of Hearing (DHH) Itinerant: Itinerant teacher services provided to students who exhibit mild to severe hearing loss. Services may include assessment, direct instruction, monitoring of specialized instructional materials and adaptive equipment, consultation with regular and special education personnel and parents.

Braille Transcriber: Transcription of regular education curriculum, individualized curriculum and instructional materials into Braille for students who are legally blind.

Interpretation: Individualized support for core curriculum areas provided to students who are severely hard of hearing to profoundly deaf, and who require oral language to be interpreted into sign language to facilitate and enhance their learning.

Nursing Services: May include assessment; consultation with parents, teachers and other staff members; training of support personnel (e.g., instructional aides) and certificated staff in specialized physical health care needs and procedures; monitoring medications and health status of individual students; consultation regarding adaptations/modifications to the regular or special education program; and/or direct services to students with disabilities; consultation with physicians.

Orientation and Mobility: Individualized instruction in basic travel techniques which may include pre-cane skills and use of the long cane for students who are visually impaired. These services are provided in a variety of environments, including the classroom, school site, residential and commercial areas.

Psychological Services: Include assessment; development and monitoring of positive behavioral intervention plans; individual and/or small group counseling; monitoring of students' emotional and behavioral status; consultation with regular and special education teachers and/or mental health professionals.

Speech/Language Services: Part-time instruction and services provided to students with disabilities to enhance development of speech and/or language skills. Services may include assessment, direct individual and/or small group instruction, monitoring of and instruction on the use of assistive communication devices, consultation and collaboration with special education personnel, and communication with parents.

Visually Impaired (VI) Itinerant: Itinerant teaching services which may include direct instruction to students who are visually impaired, adaptations to regular and/or individualized curriculum materials into large print or Braille, monitoring of low incidence materials and equipment, consultation and collaboration with regular and special education personnel.

Transition Partnership Program (TPP): The TPP provides transition services for students in district special education programs, Riverside County Office of Education special education and community school programs. These services include a team of professionals who offer whatever assistance as necessary toward this transition, from career counseling to transportation, finding employment and locating a place to live. The students participate in a two-semester life skills course, which includes decision-making career assessment, job preparation and life skills for living independently; a formal Individual Transition Plan is developed for each student to determine the appropriate vocational goal and action plan; assisting students to obtain training and employment upon completion of high school. This program provides follow-up for two years after completion of high school. For more information on TPP call (951) 681-4533.

Special Day Class (SDC)

Auditory Oral Program: The Auditory Oral Program offers options throughout RCOE for students who are pre-school through 6th grade where students are taught using spoken language, with an emphasis on developing listening skills, and oral language within an academic setting.

Total Communication: The Total Communication Program offers options throughout RCOE for students who are pre-school through 12th grade. The TC approach aims to make use of a number of modes of communication such as sign, oral, auditory, written and visual aide depending on the particular needs and abilities of the student.

Visually Impaired: Students with a visual impairment require extensive adaptation to the learning environment, specifically to print medium. The VI class provides students specific planning and support in the areas of instruction in Braille and Orientation & Mobility, including the 9 Expanded Core Curriculum (such as independent, living, social, career education or technology skills). Typically the students' needs cannot be met with VI Itinerant Services and necessitate small class setting for most of the day.

Autism (REACH): The RCOE Reach Autism program provides comprehensive, evidence-based school services that address the social, behavioral, communication, sensory and academic needs of children preschool through high school with autism spectrum disorders. The Reach team includes speech/language pathologist, ABA specialist and an occupational therapist. Services are provided in a collaborative manner within the classroom setting.

ID Severe (MOVE): The RCOE programs for students having severe intellectual disabilities offer a standards based education to students with a focus on every students' individual needs which support health needs and specialized services based on students' individual needs.

ID Moderate (ALIVE): The RCOE classes for student whose intellectual and adaptive levels/skills are in the moderate range. The curriculum is functional academics, adaptive living skills and self-care.

ED (ABLE): Classes designed to support students identified with emotional/mental health needs. A highly structured class setting utilizing research based positive behavior supports with an emphasis on developing social and emotional skills. Curriculum is aligned with California common core and may be accommodated and/or modified based on individual student need. Educationally Related Mental Health Services (ERMS) are provided to students with identified needs by the District of Residence.

Exhibit 1
Initial Referral Process

When a school site individualized education program (IEP) team determines that the nature and/or severity of a student's disabilities are such that their needs cannot be met within a district operated program, they should discuss the potential referral with the appropriate special education administrator/designee responsible for processing referrals to RCOE.

There are two ways to complete the initial referral:

- The administrator/designee may choose to hold a school site IEP team meeting to discuss a referral to RCOE prior to involving RCOE personnel. Depending on the individual case, the IEP team may write an IEP or an IEP Addendum when making the initial referral to RCOE.
 - A recommendation to refer to county programs does not constitute a change in placement into a county program; the student remains in his/her present placement until an intake IEP team meeting is held with RCOE personnel.
- The LEA administrator/designee may choose to involve RCOE personnel in the initial consideration of change in placement IEP team meeting if the parent/guardian has been informed of this option and a Referral Form has been sent to RCOE.

The attached RCOE Referral Form must be completed with all demographic information on the top of the page, reason for referral, request indicated, enclosures checked, along with a signed Authorization to Request/Release Information, and signature of the LEA Administrator/Designee.

The following documentation must be included with the Referral Form:

1. Current IEP
2. Current Multidisciplinary Report (Preferably less than one year old. However, IQ test results may be two years old at the time of the referral unless a recent significant precipitating event has occurred that might alter the student's cognitive functioning.)
3. Immunization Record
4. Home Language Survey
5. Supporting Documents (e.g., Mental Health evaluation, Regional Center reports, Positive Behavioral Intervention Plan and medical reports)

The original Referral Form and supporting documents should be sent to the RCOE Principal in their area. The LEA should maintain a copy of all records.

RCOE Receipt of Referral Form and IEP Process

Upon receipt of a Referral Form, the receiving Principal and secretary will log the referral and assign a case carrier. The case carrier will review all pertinent assessments and supportive data.

When the Referral Form requests county consultation or a joint LEA/county IEP team meeting, the LEA administrator/designee and RCOE case carrier are responsible for coordinating the IEP team meeting with RCOE and LEA personnel. The LEA case carrier will make arrangements to have a Notice of Meeting sent to all participants at least ten days (whenever possible) prior to the meeting.

The RCOE principal or designee will participate in the IEP team meeting and request complete cumulative records if the student is placed into a RCOE program. The RCOE case carrier will assist in implementation of the IEP, assure case completion of the initial referral.

Referral for Related Services Only

The RCOE operates stand-alone Related Services (RS) in the areas of Audiological Services, Deaf and Hard of Hearing (DHH) Itinerant Services, and Visually Impaired (VI) Itinerant Services, Orthopedically Impaired Services (OI) and Adaptive Physical Education Services (APE) for LEAs within the Riverside County SELPA.

Audiological Referrals: Referrals should be submitted on the attached Audiological Referral Form and forwarded directly to the DHH Clerk at David Long Regional Learning Center (JET mail). Referrals for DHH itinerant services should be sent to the DHH Principal, Division of Student Programs and Services, RCOE, and must include the RCOE Referral Form, signed Assessment Plan (sample enclosed), recent audiological evaluation, and Authorization to Request/Release Information.

Referrals for VI Itinerant Services: Referrals should be sent to the RCOE VI Principal, Division of Student Programs and Services, RCOE, and must include the RCOE Referral Form, complete eye report or letter from a doctor indicating visual impairment, and Authorization for Request/Release of Information.

Exhibit 2

Division of Student Programs and Services
Special Education



**Special Circumstance Assistant
Memorandum of Understanding Addendum**

School Year: _____ - _____

The Individualized Education Program for the student identified below requires specialized intensive support beyond the full range of instruction and services available to all students enrolled in the special schools programs. The signatures of the special education director and authorized district representative indicate approval for Riverside County Office of Education (RCOE) to employ the additional staff and agreement by the student's district of residence to assume fiscal responsibility for the service(s) specified in the student's IEP.

Approval Must Be Obtained Before Initiating Service

Student ID: _____	Date of Birth: _____
Student Name: _____	SELPA: _____
Home Address: _____	
Parent/Guardian: _____	Home Telephone: _____
Attending School: _____	Resident District: _____

Program:

- The pupil's IEP specifies that the following instruction and/or services beyond those offered to all pupils in special schools programs are needed for this pupil to benefit from his/her special education program:
- Individual Pupil Requirement of _____ hours per day

The staff support or services described above will be provided from: _____ to _____
month/year month/year

Payment Options: District provides the assistant LCI student, SELPA makes arrangements
 RCOE to provide the assistant and invoices the district: _____
Authorized District Representative

Signatures:		
_____ <i>Authorized District Representative</i>	_____ Name	_____ Date
_____ <i>Special Schools Principal</i>	_____ Name	_____ Date
_____ <i>Director/Administrator</i>	_____ Name	_____ Date

Exhibit 3

**Instruction in Home or Hospital Teacher Services
 Memorandum of Understanding Addendum**

School Year: _____ - _____

The Individualized Education Program (IEP) for the student identified below requires Home or Hospital teaching. The signatures of the SELPA Director and District Director of Special Education indicate approval for Riverside County Office of Education to employ certificated staff to provide Home or Hospital teaching services as specified in the student's IEP. The student's district of residence agrees to reimburse Riverside County Office of Education for the costs associated with Home or Hospital teaching services. The number of hours that Home or Hospital teaching services are provided will be documented on the Home or Hospital documentation form. The form requires a parent/guardian's signature verifying that the Home or Hospital services were provided. A parent/guardian or other appropriate adult must be present in the home when the services are provided.

Approval Must Be Obtained Before Initiation of Services

Student ID Number: _____	Date of Birth: _____
Student Name: _____	SELPA: _____
Home Address: _____	
Parent/Guardian: _____	Home Telephone: _____
Attending School: _____	Resident District: _____

Individual Pupil Requirement of _____ hours per week

The staff home teacher services described above will be provided from: _____ to _____
month/year month/year

In order to allow immediate program implementation with home teacher in place, telephone approval was obtained from _____ on _____ by _____.

Signatures		
_____ SELPA Director	_____ SELPA	_____ Date
_____ District Director or Designee	_____ District	_____ Date
_____ Special Schools Principal	_____ School	_____ Date
_____ Director/Administrator	_____ Special Education Services	_____ Date