

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street

Riverside, CA 92501

**MASTER SERVICES AGREEMENT
SPECIAL EDUCATION**

This MASTER AGREEMENT, hereinafter referred to as “Agreement”, by and between the **Riverside County Superintendent of Schools** hereinafter referred to as “SUPERINTENDENT” and **Perris Union High School District**, hereinafter referred to as “DISTRICT”, and collectively referred to as the “Parties”.

RECITALS

SUPERINTENDENT shall provide Special Education and/or related services to individuals with exceptional needs hereinafter referred to as “EDUCATIONAL SERVICES”. 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 Agreement does not commit DISTRICT to payment for EDUCATIONAL SERVICES unless, and until, an approved Referral/Interim Placement is submitted to SUPERINTENDENT.

AGREEMENTS

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

I. GENERAL PROVISIONS

- A. TERM:** This Agreement is effective on **July 1, 2018**, through **June 30, 2019**. This Agreement may be renewed annually, upon mutual written agreement of the Parties.
- B. MODIFICATIONS AND AMENDMENTS:** This Agreement may be modified or amended in writing by consent of the Parties.
- C. GOVERNING LAW:** The terms and conditions of this Agreement shall be governed by federal and state law. The venue of all legal proceedings shall be in Riverside County, California.
- D. TERMINATION:** The Parties 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 AGREEMENT

- A. NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery

receipt required/ or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:

**Riverside County Superintendent of Schools
Contracts and Acquisition Administrator I
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501**

DISTRICT:

**Perris Union High School District
Chief Business Official
155 East Fourth Street
Perris, CA 92570-2124**

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 Agreement.

- B. MUTUAL HOLD HARMLESS:** 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 Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of DISTRICT, its governing board, officers, administrators, agents, servants, and employees.

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 Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SUPERINTENDENT, its governing board, officers, administrators, agents, servants, and employees.

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

- C. ENTIRE AGREEMENT:** This Agreement and subsequent Interim/Administrative Placement and/or Referral forms shall constitute the entire Agreement between SUPERINTENDENT and DISTRICT and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Agreement 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:** If any provision of this Agreement 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. **Educational Services:** 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 SUPERINTENDENT.
2. **Purchase of Equipment and Services:** DISTRICT shall be responsible for the purchase of equipment and services for students with the following low incidence disabilities: Deaf/Hard of Hearing (DHH) and Orthopedically Impaired (OI) who are served in SUPERINTENDENT'S Special Day class, and DHH and OI Itinerant programs. Supplies and/or equipment purchased and/or provided by DISTRICT remain the property of DISTRICT and/or provided by SUPERINTENDENT remain the property of SUPERINTENDENT.
3. **Billing:** SUPERINTENDENT shall be responsible for billing those districts requesting Extended School Year (ESY) services **ONLY** at the established rate for the appropriate disability/disability cluster. The annual rate will be converted to a daily rate by dividing the annual rate by the number of instructional days in the school year and then adjusted to the appropriate percentage of a standard school day that is utilized during the ESY schedule. No additional rate or bill is charged to DISTRICT for students enrolled in the standard year program.
4. **All Call Alert System:** DISTRICT agrees to add SUPERINTENDENT'S emergency reporting number, (951) 826-7775, to both DISTRICT'S staff and student all call alert system(s). Additionally, DISTRICT agrees to add SUPERINTENDENT'S assigned Principal to DISTRICT'S all call alert system(s) and ensure that all relevant site security information is forwarded to SUPERINTENDENT'S Principal in a timely manner.
5. **Safety Drill Participation:** SUPERINTENDENT operated special education classes will be provided advanced notification by DISTRICT and participate in all school site safety drills including but not limited to fire, earthquake, and active shooter drills.
6. **Student Records:** DISTRICT will be responsible for providing SUPERINTENDENT'S personnel with access to student records in the Special Education Information System (SEIS), so that SUPERINTENDENT can have access to student's records. DISTRICT will create user accounts at the request of SUPERINTENDENT for specialists and service providers within the County.
7. **Data Exchange:** DISTRICT shall provide SUPERINTENDENT access to student information to include, but not limited to, English language learner information, low income status, medical alerts, and living situations (homeless/foster care.)

- B. TRANSPORTATION:** 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 **\$40.00** per hour
 - b. Health Assistant **\$45.00** per hour
 - c. Licensed Vocational Nurse **\$50.00** per hour

2. Upon commencing home/hospital services, student is no longer included in SD verified count as student reverts to DISTRICT. Should DISTRICT require home/hospital services to be provided by SUPERINTENDENT'S employee, said 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 Agreement, 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 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:

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

2. 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, a 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 Agreement, 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. ANNUAL BUDGET COST ESTIMATE:

This Agreement will be based on the Severely Disabled (SD) Annual Budget and will include the following:

1. Estimated number of students
2. Estimated total cost per pupil based on disability/disability cluster

B. SPECIAL CIRCUMSTANCE AND HOME/HOSPITAL SERVICES:

Special Circumstance Assistants and Home/Hospital teachers will be billed quarterly. Contracted LVNS providing Special Circumstances Assistant services will be billed in January and in July as part of year-end process.

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.

1. SELPA will transfer AB602 revenue monthly from the DISTRICT allocations to the SUPERINTENDENT to fund the SD Student Programs.
2. SUPERINTENDENT will transfer the difference between the program cost (net cost per student) and the transfer of AB 602 funding in July of the following year. This difference in funding represents the DISTRICT’S LCFE funding earned (in lieu of old Revenue Limit) 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).

Please see the chart identified below to encumber the estimated total (billed to DISTRICT) cost.

D. CHART:

<u>DISABILITY/DISABILITY CLUSTER</u>	A PROGRAM COST (PER STUDENT)	B AMOUNT TRANSFERRED THROUGH SELPA (AB 602)	C AMOUNT PROVIDED BY DISTRICTS (A-B)	D PROJECTED ENROLLMENT	E ESTIMATED DISTRICT COST
Visually Impaired	\$37,129	\$31,873	\$5,256		\$0
Deaf and Hard of Hearing	\$50,574	\$45,006	\$5,568	9	\$22,272
Autism	\$52,571	\$46,956	\$5,615	36	\$140,375
Intellectually Disabled - Severe	\$47,869	\$42,363	\$5,506	12	\$99,108
Emotionally Disturbed	\$50,385	\$44,821	\$5,564	12	\$5,564
Intellectually Disabled-Moderate	\$45,147	\$39,704	\$5,443	23	\$0
Visually Impaired-Itinerant	\$8,512	\$8,315	\$197	4	\$2,758
Deaf and Hard of Hearing-Itinerant	\$4,717	\$4,608	\$109	7	\$3,270
Orthopedically Impaired-Itinerant	\$4,449	\$4,345	\$104	5	\$1,456
Occupational Therapy-Itinerant	\$4,106	\$4,010	\$96	45	\$0
Estimated Total Cost:					\$2,761,547
Estimated AB 602 Transfer:					\$2,476,744
Estimated Total (Bill to District)					\$274,803

The Parties hereto have executed this Agreement by and through their duly authorized agents and representatives, below:

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Perris Union High School District
155 East Fourth Street
Perris, CA 92570-2124

Authorized Signature

Authorized Signature

Diana Walsh-Reuss, Associate Superintendent
Division of Student Programs and Services
Printed Name and Title

Printed Name and Title

Date _____

Date _____

Appendix I

SPECIAL EDUCATION PROGRAM DESCRIPTION

SUPERINTENDENT 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 SUPERINTENDENT'S Directory or Program Listing or call (951) 826-6547. The following is a brief description of the programs SUPERINTENDENT 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, SUPERINTENDENT'S 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 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 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 nine (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): SUPERINTENDENT'S 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): SUPERINTENDENT'S program 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): SUPERINTENDENT'S program for students 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 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 SUPERINTENDENT.

There are two ways to complete the initial referral:

- A. The administrator/designee may choose to hold a school site IEP team meeting to discuss a referral to SUPERINTENDENT prior to involving SUPERINTENDENT personnel. Depending on the individual case, the IEP team may write an IEP or an IEP Addendum when making the initial referral to SUPERINTENDENT.
 1. A recommendation to refer to SUPERINTENDENT programs does not constitute a change in placement into a SUPERINTENDENT program; the student remains in his/her present placement until an intake IEP team meeting is held with SUPERINTENDENT personnel.
- B. The DISTRICT administrator/designee may choose to involve SUPERINTENDENT 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 SUPERINTENDENT.

The attached SUPERINTENDENT 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 DISTRICT 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 SUPERINTENDENT'S Principal in their area. DISTRICT should maintain a copy of all records.

SUPERINTENDENT 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 SUPERINTENDENT'S case carrier are responsible for coordinating the IEP team meeting with SUPERINTENDENT and DISTRICT personnel. DISTRICT 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.

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

Referral for Related Services Only

SUPERINTENDENT 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 DISTRICTS 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, SUPERINTENDENT, and must include SUPERINTENDENT'S 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 SUPERINTENDENT VI Principal, Division of Student Programs and Services, SUPERINTENDENT, and must include the SUPERINTENDENT'S 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