

2012-2013

CONTRACT NUMBER: 

LEA: Mount Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Prof. Tutors of America

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2012, between **Mt. Diablo Unified School District**, county of **Contra Costa** hereinafter referred to as the local educational agency ("LEA") and Prof. Tutors of America, hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students 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 agreement does not commit LEA to pay for special education and/or related services provided to any student, 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.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

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* and within the professional scope of practice of each provider's license, certification and/or credential. 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 student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of 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 students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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, 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Professional Tutors of America, Inc.
Nonpublic School/Agency

Mildred D. Browne EDO

By: Robert Hanaka 7/13/12
Signature Date

By: Mildred D. Browne EDO
Signature Date
7/16/2012

Notices to CONTRACTOR shall be addressed to:

Robert Hanaka

 Name
 Professional Tutors of America

 Nonpublic School/Agency/Related Service Provider
 3350 E. Birch Street

 Address
 Suite 108

Brea CA 92821
City State Zip
1-800-832-2487 Fax: 714-671-1887
Phone Fax
jonas@professionaltutors.com
Email

Notices to LEA shall be addressed to:

Dr. Mildred Browne, Asst. Superintendent Sp. Ed/Pupil Services

Name and Title
MDUSD
LEA
1936 Carlotta Drive
Address
Concord CA 94519
City State Zip
925-682-8000 925-674-0667
Phone Fax
cassinb@mdusd.org
Email

Additional LEA Notification
(Required if completed)

Bryan Cassin, NPS/NPA Administrator
Name and Title
1936 Carlotta Dr.
Address
Concord CA 94519
City State Zip
925-682-8000 x4192
Phone Fax
cassinb@mdusd.org
Email

EXHIBIT A: RATES

CONTRACTOR Professional Tutors of America, Inc. **CONTRACTOR NUMBER** 2012-2013
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 76+ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. 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:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

Rate	Period
_____	_____
_____	_____
_____	_____

- A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- | | | |
|------------------------------------------------------------------------------------|----------------|-----------------|
| (1) a. Transportation – Round Trip | _____ | _____ |
| b. Transportation – One Way | _____ | _____ |
| c. Transportation – Dual Enrollment | _____ | _____ |
| d. Public Transportation | _____ | _____ |
| e. Parent* | _____ | _____ |
| (2) a. Educational Counseling – Individual | \$65.00 | per hour |
| 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 | \$65.00 | per hour |
| 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 Instructional Assistant – Individual (must be authorized on IEP) | _____ | _____ |
| b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) Intensive Special Education Instruction** | _____ | _____ |
| (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 | _____ | _____ |
| (9) Physical Therapy | _____ | _____ |
| (10) a. Behavior Intervention – BII | _____ | _____ |
| b. Behavior Intervention – BID | _____ | _____ |
| Provided by: <u>Tutoring Services</u> | 65.00/hr | _____ |
| (11) Nursing Services | _____ | _____ |

* Parent transportation reimbursement rates are to be determined by the I.E.A.

** By Credentialed Special Education Teacher.