

SERVICE PROPOSAL BETWEEN
SENECA CENTER FOR CHILDREN AND FAMILIES
AND
MT. DIABLO UNIFIED SCHOOL DISTRICT

This Agreement is made as of the 28th day of August 2013 by and between the Mt. Diablo Unified School District, hereafter known as the “District” and Seneca Center for Children and Families, hereafter known as “Seneca Center,” with its principal place of business being 6925 Chabot Road, Oakland, CA, 94618.

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution Certified by the California Department of Education as a Non Public School.

WHEREAS, Seneca Center is certified by the California Department of Education as a Non Public School (NPS)

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, Seneca Center and the District agree as follows:

A. PURPOSE OF THE AGREEMENT

1. This agreement is entered into in order to coordinate the delivery of intensive special education services by Seneca Center for Mt. Diablo students at a specified MDUSD school host campus. The purpose will be to provide a model program, which supports high quality best practices and outcome-driven instruction/interventions for students with special needs, to increase students’ opportunities to mainstream and socialize with peers and to facilitate their effective transition from Seneca-staffed classrooms into District classrooms.
2. These intensive special education services will be provided at a fixed classroom price for each of the three classrooms, with the cost capped and predictable for the term of this agreement increasing only by the approved bifurcated funded Special Education COLA. This does not include the costs associated with the provision of mandated or required mental health services.

3. It is the intent of the parties to this Agreement that it be interpreted so as to accomplish the purposes stated.

B. SCOPE OF WORK

1. **Administrative Coordination and Communication:** Seneca shall provide on-going contact with Mt. Diablo's Assistant Superintendent of Pupil Services and Special Education, and Mt. Diablo's Administrator of NPS Services, in order to facilitate the delivery of instruction and the implementation of this Agreement.
2. **Behavioral Issues:**
 - a. Student issues will be handled by Seneca staff according to Seneca policies.
 - b. Behavioral issues and interventions will be specified in the Emergency Prevention and Intervention Plan (EPIP) for each student, which includes functional analysis and behavioral intervention planning as per Hughes Bill regulations.
 - c. Seneca staff will be AHIMSA trained (a specialized variation of ProAct or Professional Assault Crisis Training) and certified to assist in behavioral interventions with students.
3. **Classroom Staffing:**
 - a. Seneca shall provide the following Seneca Center employees to staff the NPS special education classrooms:
 - 1) Credentialed Teacher: one per classroom.
 - 2) A sufficient number of bachelor's level classroom counselors per classroom to maintain a safe and educationally appropriate staff to student ratio.
 - 3) Substitute special education teachers and classroom counselors when absences of regularly assigned occur.
 - b. Seneca administrators shall provide supervision and training for NPS special education classroom staff.
 - c. Seneca credentialed teachers and program administrator shall participate in staff meetings at the host campus as requested by the host campus principal.

- d. Adjustments in the staffing patterns required for the effective operation of the of the NPS classrooms may be made at the sole discretion of Seneca Center in order to meet student needs identified in their IEPs and to assure the health and safety of students enrolled in the satellite classrooms.
 - e. Because Seneca employees represent an inventory of extremely skilled, highly trained professionals and counselors, Mt. Diablo agrees not to recruit Seneca personnel. However, both parties recognize that staff may seek alternative employment.
4. Related Services:
- a. Seneca personnel will provide Speech services mandated by student IEPs.
 - b. These services will be included as part of the classroom price agreement.
 - c. Mt. Diablo will provide all other Related Services unless otherwise agreed upon.
5. Emergency Procedures:
- a. The host campus will be provided with a copy of each student's IEP for office records.
 - b. Any student emergency medical information (i.e. a student with severe seizures, allergic reactions, etc.) will be copied and reviewed with the host campus administrative staff.
 - c. Host campus office staff will be provided with emergency medical procedures for each student.
6. Facilities/Materials Provided by the District:
- a. Mt. Diablo shall provide facility space including use of all classrooms, office space, multi-purpose room, gymnasium and music room. Seneca Center understands that the district may require office space, yet to be determined.
 - b. The facility space will be available to Seneca on a 12-month basis for instructional and clinical services, including Winter and Spring recess and Extended School Year.
 - c. Security, systems repair (water, heat and air conditioning), grounds maintenance, and any roof repair/replacement for the host campus.
 - d. Keys and other materials needed by Seneca staff to gain access to classrooms.

7. Maintenance/Materials Provided by Seneca Center:
 - a. Custodial services, carpeting and painting, furniture, general repairs and maintenance for all of the classroom and office space specifically allocated to Seneca on the host campus.
 - b. Books and materials necessary for the classroom curriculum.
 - c. Computer and other teacher supplies.
 - d. Identification badges for staff working on the host campus.
 - e. Copier for classroom use.
8. Medication: The following procedures will be implemented for individual students requiring medication during school hours:
 - a. The NPS classrooms will require a locked cabinet for medication storage provided by Seneca Center.
 - b. Medication will be dispensed by properly trained Seneca staff.
 - c. A Medication log will be kept at all times to record times dispensed and proper dosages for each student per Seneca and Mt. Diablo policy.
9. Program Operations:
 - a. Seneca shall be responsible for the day to day operation of instructional and clinical program components, staff supervision, and program direction in accordance with agency philosophy, policies, procedures, annual goals and the provisions of this Agreement and the Master Contract.
10. Transportation:
 - a. Mt. Diablo or its agent shall provide transportation to and from school as provided in each student's ISA. Mt. Diablo reserves the option of arranging for alternative transportation, as necessary or when the IEP team determines that is needed.
11. Financial Agreement/Responsibility:

Mt. Diablo shall provide:

 - a. A fixed classroom annual fee for each NPS classroom to include tuition, Speech services, teacher/classroom counselor, and training to be paid in 12 equal payments August through July.

- b. The pricing for each classroom is set for two years except for a State bifurcated funded COLA increase each year.
- c. Payment for all NPS classrooms will be paid no later than 45 days after receipt of invoice.

Seneca Center shall:

- a. Either provide or contract for custodial services, carpeting, painting, general repair and maintenance of assigned classrooms and other facility space.
- b. Payment for its own telephone and telecommunications expenses.
- c. Work in collaboration with Mt. Diablo School District to ensure that all students admitted to the program, that are the financial responsibility of Mt. Diablo, will be referred solely by Mt. Diablo.
- d. Open additional NPS classrooms, designed to serve out of district students. Mt. Diablo Unified School District will receive a host county fee for each out of district student enrolled. This host county fee will be deducted from the Seneca Center daily NPS rate, as shown on the fiscal attachment.
- e. Extend to MDUSD the right of first refusal for all student vacancies, to ensure that MDUSD will have the ability to place students in a classroom that may otherwise be placed on home and hospital services.

12. Indemnification

Seneca Center shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contactor to perform any of the representations, warranties and agreements contained in this Agreement.

13. Contract Renewal

This contract will automatically renew on July 1 of each year, unless either party submits a written notice of cancellation 60 days prior to July 1.

Accepted by:

Dr. John Bernard, Interim Superintendent
Mt Diablo Unified School District

Dr. Kerri Mills, Assistant Superintendent Special
Education/Pupil Services
Mt. Diablo Unified School District

Ken Berrick, President/CEO
Seneca Center