

**PILOT MODEL AGREEMENT BETWEEN  
SPECTRUM CENTER, INC.  
AND  
THE MT. DIABLO UNIFIED SCHOOL DISTRICT**

This Agreement is made as of the 15th day of June 2010 by and between the Mt. Diablo Unified School District, hereafter known as the "District" and Spectrum Center, Inc., hereafter known as "Spectrum Center", with its principal place of business being 16360 San Pablo Avenue, San Pablo, California, 94806.

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; and

WHEREAS, Spectrum 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, Spectrum Center and the District agree as follows:

**A. PURPOSE OF AGREEMENT**

1. This agreement is entered into in order to coordinate the delivery of intensive special education services for Collaborative Classrooms of Spectrum Center / Mt. Diablo students at specified MDUSD school host campuses, hereafter known as host campus (see Appendixes A and B). The purpose is to provide a model program, which reflects high quality, research supported best practices, data based instruction for students with special needs; to increase the students' opportunity to mainstream and socialize with peers; and to facilitate the effective transition of students served by Spectrum Center into District classrooms.
2. The second intent is to provide these services at a fixed classroom price for each of the five classrooms which include the following Related Services per student IEP: Speech Therapy, Occupational Therapy, Adapted Physical Therapy and Assistive Technology. The cost will be capped and predictable for the term of this agreement increasing only by the approved bifurcated funded Special Education COLA.
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:  
Spectrum shall provide on-going contact with the Principal of the host campus, Mt. Diablo's Assistant Superintendent of Pupil Services and Special Education, and Mt. Diablo's Administrator of NPS Services in order to facilitate communication regarding the delivery of instruction and implementation of this Agreement.
2. Behavior Issues:
  - a. Student behavior issues will be handled by Spectrum staff according to Spectrum policy.
  - b. Behavior issues and interventions will be specified in the Behavior Intervention Program (BIP) for each individual student as per Hughes Bill Regulations.
  - c. Spectrum staff and District trainees will be ProACT trained (Professional Assault Crisis Training) certified to aid in behavior intervention.

3. Classroom Staffing:
  - a. Spectrum shall provide the following Spectrum Center employees to staff the Collaborative Classroom:
    - 1) Credentialed Teacher: one per classroom.
    - 2) A sufficient number of instructional aides per classroom to maintain a safe and educationally appropriate staff to student ratio
    - 3) Substitute special education teachers and assistants when absences of regularly assigned staff occur.
  - b. Spectrum administrators shall provide supervision and training of Collaborative Classroom staff.
  - c. Spectrum credentialed teachers and program administrator shall participate in staff meetings at each host campus as designated by host campus principal.

Adjustments in the staffing patterns required for the effective operation of the Collaborative Classroom may be adjusted at the sole discretion of Spectrum Center in order to meet the needs of the students identified in student IEP's and to assure the health and safety of students enrolled in the satellite classroom.

Spectrum Center employees represent an inventory of extremely skilled professionals and highly trained instructional aides, Mt. Diablo agrees not to recruit Spectrum Center personnel. However, both parties recognize that staff may seek alternative employment.

4. Related Services:
  - a. The following Related Services mandated by individual IEP's will be provided by Spectrum personnel - Speech, Adaptive Physical Education, Augmentative Communication, Assistive Technology, Occupational Therapy.
  - b. These services will be included as part of the Collaborative 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 administrative staff.
  - c. Office staff will be provided with emergency medical procedures for each student.
6. Facilities/Materials:
 

Mt. Diablo shall provide:

  - a. Classrooms for provision of services per Appendixes.
  - b. The classrooms will be available to Spectrum on a 12 month basis for instructional and clinical services, includes Winter and Spring recess and Extended School Year.
  - c. Building and ground maintenance, custodial services, security, general repairs and maintenance and furniture.
  - d. Common areas or "Integration Opportunities" as specified by mutual consent, before the commencing of the class (i.e. library, cafeteria, bathrooms).
  - e. Keys and other materials needed for Spectrum staff to gain access to classrooms.
  - f. All custodial supplies (i.e. tissues, cleaning supplies, paper towels, etc.)
  - g. Parking for Spectrum Center employees.

Spectrum shall provide:

- a. Books and materials necessary for the current curriculum.

- b. Computer and other teacher supplies.
  - c. Identification badges to staff working on host campuses.
7. Medication: The following procedures will be implemented for individual students requiring medication during school hours:
- a. Collaborative Classroom will require a locked cabinet for medication storage provided by Spectrum Center.
  - b. Medication will be dispensed by properly trained Spectrum classroom staff.
  - c. A Medication Log will be kept at all times to record times dispensed and proper dosages for each student as per Spectrum and Mt. Diablo Policy.
8. Office Accessibility:
- a. Spectrum staff will provide a copy machine for classroom use.
  - b. Spectrum staff will require access to a phone for parent/care provider and student issues.
9. Program Operations:  
Spectrum shall:
- a. Be responsible for the day to day operation of clinical and instruction program components, staff supervision, and program direction in accordance with company philosophy, policies, procedures, annual goals and the provisions of this Agreement and the Master Contract.
10. Transportation:  
Mt. Diablo shall provide:
- a. Transportation to and from school will be provided by Mt. Diablo or its agent as provided in the student's ISA. Mt. Diablo reserves the option of arranging for alternate transportation when the IEP team determines that it is needed.
11. Financial Agreement:  
Mt. Diablo shall provide:
- a. A fixed classroom annual fee for each Collaborative Classroom to include tuition, Related Services and the teacher/instructional aide training component 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 funded bifurcated funded COLA increase each year.
  - c. Payment for all Collaborative Classrooms will be paid no later than 45 days after receipt of invoice.
- Spectrum Center shall provide:
- a. Payment to Mt. Diablo for the use of each Collaborative Classroom at the same rate per square foot per month as charged to other tenants.
  - b. Payment to Mt. Diablo for building use, utilities, water, electricity, heating, garbage and janitorial services for the use of each Collaborative Classroom at the same per square foot rate per month as charged to other tenants and paid not later than 15 days after receipt of invoice.
  - c. Telephone and Telecommunication: Spectrum Center agrees to pay for its own telephone and telecommunication expenses.

### CLASSROOM DEFINITION

Classrooms are governed by the California Education Code as Nonpublic Schools (Sections 56034, 56365 & 56366) and in accordance with Section 300.401 of Title 34 of the Code of Federal Regulations.

### SPECTRUM CENTER RESPONSIBILITIES

Spectrum Center – Valley Campus will supply the supervision, oversight and support responsibilities for all the Classrooms. Each of the Classroom sites will be Certified individually by the California Department of Education assuring compliance with the California Education Code.

### TERM

This Agreement will become effective for the period of August 1, 2010 through July 31, 2012. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. The breaching party shall receive ten (10) days from the date of the alleged breach to cure. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party if no cure is effective. Termination shall be effective immediately on receipt of said notice.

### OWNERSHIP OF DESIGNS AND PLANS

Spectrum Center's name and trademarks are protected by California law and may not be used without prior written approval of the company.

### CONFIDENTIALITY

The Collaborative Classrooms shall hold in confidence District's proprietary and confidential personnel information or any such information from District's attendees, customers, or agents, which Classroom obtains in the performance of this Agreement. This provision applies whether the information is obtained by oral or written means, either intentionally or inadvertently disclosed, and includes but is not limited to information regarding any District employees, projects, files or ideas. Classroom is prohibited from removing or disclosing any confidential information from the District's premises, unless Classroom receives prior written approval from the District.

Written parental/caregiver permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor when groups of minors are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18.

### INDEMNIFICATION

Spectrum 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 Contractor to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless Spectrum Center and Spectrum Center 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 Spectrum Center may incur or suffer and that arise, result

from, or are related to any breach or failure of Classroom to perform any of the representations, warranties, and agreements contained in this Agreement.

CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

RULES AND REGULATIONS

All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by the Classroom pursuant to this Agreement.

AFFIRMATIVE ACTION / NON-DISCRIMINATION

Spectrum Center shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry, or national origin.

NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

ENTIRE AGREEMENT OF PARTIES

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

CONTRACT MANAGEMENT

Spectrum Center's representative for all contractual matters concerning this Agreement shall be:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Spectrum Center – Valley Campus  
1026 Oak Grove Road  
Concord, CA 94518  
(925) 685-9703

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement on the date and year first above written.

**Spectrum Center, Inc.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Mt. Diablo Unified School District**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **Appendix A: Collaborative Classrooms**

### **Intense Autism Collaborative Classrooms**

- 1 classrooms at Fair Oaks Elementary; Grades 3 – 5
- Serving a total of 10 students
- Serving Elementary students with Autism requiring a structure, intensive classroom with inclusion/integration support
- Low student to staff ratio to allow for 1:1 instruction as well as small group instruction
- Language focused; high rate learning trials; emphasis on communication and social development
- Methodology includes components of TEACCH, Natural Language Paradigm, PECS, discrete trial, pivotal response training, video modeling
- Behavior support as indicated: Functional Behavioral Assessments, Positive Behavior Intervention Plans, Positive Support Plans
- Related Services per student IEP

### **Aspergers Collaborative Classrooms**

- 2 classrooms: Grades 6 – 8 at Pleasant Hill Middle School and Grades 9 – 12 at Northgate High School
- Serving 12 students at Pleasant Hill Middle School and 11 students at Northgate High School
- Serving students with Aspergers Syndrome on graduation track requiring an intensive classroom with inclusion/integration support
- Low student to teacher ratio to allow inclusion/integration supervision and oversight
- Emphasis on social skills, problem solving development and organizational skills
- Methodology includes individualized programs, Curriculum Based Measurement, Second Step
- Behavior support as indicated: Functional Behavioral Assessments, Positive Behavior Intervention Plans, Positive Support Plans
- Related Services per student IEP
- Vocational / Career training

### **Dual Diagnosis Collaborative Classrooms**

- 2 classrooms: Grades 6 – 8 at Sequoia Middle School and Grades 9 – 12 at Ygnacio Valley High School
- Serving 10 students per classroom
- Serving students with Dual Diagnosis on academic and functional skills curriculum
- Low student to teacher ratio to allow for student inclusion/integration supervision as appropriate
- Methodology includes individualized programs, such as: Curriculum Based Measurement and Second Step
- Behavior support as indicated: Functional Behavioral Assessments, Positive Behavior Intervention Plans, Positive Support Plans
- Related Services per student IEP
- Vocational / Career training

**Appendix B: MOU Renewal Classroom Prices**

	<b>CR Price</b>	<b>Student slots</b>	<b>Cost/student</b>
Fair Oaks classroom 1	Close	0	
Fair Oaks classroom 2	\$ 425,000	10	\$ 42,500
Pleasant Hill Middle School	\$ 365,000	12	\$ 30,417
Northgate High School *	\$ 365,000	11	\$ 33,182
Sequoia Middle School	\$ 340,000	10	\$ 34,000
Ygnacio Valley High School	\$ 345,000	10	\$ 34,500
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2010/11 MOU	<b>\$ 1,840,000</b>	54	
2009/10 MOU	\$ 2,215,000		
Cost Savings to District	<b>\$ 375,000</b>		

\* Northgate can increase to 12 slots if a larger classroom is provided