

Instruction

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**

Master Contract

Every master contract between the District and a nonpublic, nonsectarian school or agency ("NPS/A") shall specify the following:

1. General administrative and financial agreements.
2. Teacher-pupil ratios for providing special education and designated instruction and services.
3. How transportation specified in each student's individualized education program ("IEP") shall be provided.
4. Procedures for recordkeeping and documentation.
5. The maintenance of school records by the District to ensure that appropriate high school graduation credit is received by any participating student.
6. The process for the District to oversee and evaluate placements in nonpublic schools, including the method for evaluating whether each student is making appropriate educational progress.
7. Procedures and responsibilities for attendance and unexcused absences.
8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements.
9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions.
10. For an NPS owned, operated by, or associated with a licensed children's institution, the method for evaluating whether the NPS is in compliance with the mandates set forth in Ed. Code section 56366.9 and Health and Safety Code section 1501.1(b).

### Instruction

## **NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION** (continued)

The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. The contract may allow for partial or full-time attendance at a non-public school.

### Individual Services Agreement

The master contract shall include an individual services agreement for each student placed by the District that specifies the length of time for which the student shall attend the nonpublic school or receive non-public agency services. Changes to services provided under contract may only be made as part of the student's IEP.

### Out-of-State Placements

Before contracting with a NPS/A outside California, the Superintendent or designee shall document the District's efforts to find an appropriate program offered by a NPS/A within California.

Within fifteen days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the District's efforts to locate an appropriate public school or NPS/A within California.

If the District decides to place a student with a NPS/A outside the state, the District shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California.

### Monitoring

At least once a year, the District shall, to the extent possible, evaluate the educational progress of each student placed in an NPS, including state assessment results and consider at an IEP team meeting whether the student's needs can be met through transitioning to a nonpublic school setting.

The parent, NPS, or District may request an IEP team meeting at any time to review the student's IEP. Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in NPS/A programs.

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**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION** (continued)

When a special education student meets the District requirements for completion of prescribed course of study in the student's IEP, the District shall award the student a diploma of graduation. (5 CCR 3070)

*(cf. 6146.4 – Differential Graduation and Competency Standards for Individuals with Exceptional Needs)*

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the District does not have any other students currently enrolled in the NPS/A (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the District has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to:

1. A review of services provided to the student through the individual services agreement.
2. A review of progress the student is making toward the goals set forth in the student's IEP.
3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable.
4. An observation of the student during instruction.
5. A walkthrough of the facility.

The District shall report the findings resulting from the monitoring visit to CDE within sixty calendar days of the on-site visit. (Education Code 56366.1)

Changes to Master Contract

With mutual agreement of the District and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in student's individual services agreement.

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**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION** (continued)

The master contract or individual services agreement may be terminated for cause if either party gives twenty days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program.

Regulation  
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CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
Chula Vista, California