

2014-2015

**CONTRACT NUMBER:
S15-M164**

LEA: Manhattan Beach Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**Sunbelt Staffing, L.L.C.
– 2A-FL-002**

(Hereinafter referred to as “CONTRACTOR”)

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 18th day of March, 2015, between the Manhattan Beach Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Sunbelt Staffing, L.L.C. (nonpublic, nonsectarian school or agency), 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 a 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, or by written direction of the LEA. 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 LEA student's parent evidencing the parent's agreement to the IEP. CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

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 sections 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 the capacity as stated on CONTRACTOR's CDE certification.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA promptly, not more than 30 days of any changes in: (1) credentialed/licensed staff; and thirty (30) days any changes in: (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

3. **COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies/procedures and shall indemnify LEA under the provisions of section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of CONTRACTOR's failure to comply with applicable NPS/NPA LEA policies/procedures (e.g., those policies/procedures relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. **TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from March 9, 2015 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2015. In the event the contract is not renegotiated by June 30th, the most executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative (EC56366.4).

5. **INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

64. 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 Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 9th day of March 2015 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

CONTRACTOR,
Sunbelt Staffing, LLC

Nonpublic School/Agency

LEA,
Manhattan Beach Unified School District

By:

Signature Date

Rachel Schwanemann,
National Staffing Manager

By:

Signature Date

Dawnalyn Murakawa-Leopard,
Administrative Services,
Assistant Superintendent

Notices to CONTRACTOR shall be addressed to:

**Rachel Schwanemann,
National Staffing Manager**

Name

Sunbelt Staffing, LLC

Nonpublic School/Agency/Related Service Provider

Corporate Address:

10151 Deerwood Park Blvd.,
Building 200, Suite 400
Jacksonville, FL 32256

Sunbelt Staffing Schools Divison:

3687 Tampa Road, Suite 200

Address

Oldsmar FL 34677

City State Zip

(813) 471-0163

Toll Free: (800) 659-1522 (877) 831-8511

Phone Fax

Rachel@sunbeltstaffing.com

Email

Notices to LEA shall be addressed to:

**Susie Curtis,
Interim Director Special Education**

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5913 (310) 303-3826

Phone Fax

Susie Curtis@mbusd.org

Email

Additional LEA Notification

(Required if completed)

Tracy Angle – Accounting Specialist - MBUSD

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5927 (310) 303-3826

Phone Fax

tangle@mbusd.org

Email

EXHIBIT A: RATES

CONTRACTOR Sunbelt Staffing, LLC
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER New **2014-2015**
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **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 \$5,600.00
 Total LEA enrollment may not exceed 1

<u>Rate</u>	<u>Period</u>
_____	_____
_____	_____

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	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Psychological Services	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant – Individual (must be authorized on IEP)	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
e. Occupational Therapy – Consultation Rate	_____	_____
(9) Physical Therapy – Consult & Individual	200.00	Per Hour
Physical Therapy – Group of 2 - 7	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
(11) b. Behavior Intervention – BID	_____	_____
(12) Residential Board and Care	_____	_____
(13) Residential Mental Health Services:	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.