

**SAN MATEO UNION HIGH SCHOOL DISTRICT**

Approval of Consulting Agreements, Contracts, Invoices and Purchase Orders over \$25K

*Submitted to the Board of Trustees on 9/10/2020*

VENDOR/CONTRACTOR	SITE/DEPT	DESCRIPTION	FUNDING SOURCE	AMOUNT
Emrics, Inc DBA Informed K-12	Superintendent	Renewal of Annual License FY 2020-2021	Fund 01 - Superintendent	\$ 29,610.00
Lozano Smith Attorneys at Law	Superintendent	Legal Fees FY 2020-2021	Fund 01 - HR, Board, Business Services	\$ 180,000.00
County Counsel of San Mateo	Superintendent	Legal Fees FY 2020-2021 - Current attached contract is valid through 2023	Fund 01 - HR, Board, Mgmt, Bus Svs, Student Services	\$ 154,400.00
Achieve Kids	Special Education	To pay the education, intensive individual services, language/speech and occupational therapy for students attending NPS	Fund 01 - Special Education	\$ 475,221.00
Avalon Academy	Special Education	To pay the educational program and related services for students attending NPS	Fund 01 - Special Education	\$ 379,763.00
WINGS	Special Education	To pay the educational program and related services for students attending NPS	Fund 01 - Special Education	\$ 146,278.20
Morgan Autism Center	Special Education	To pay the educational program and related services for students attending NPS	Fund 01 - Special Education	\$ 292,939.50
			<b>Total</b>	<b>\$ 1,658,211.70</b>

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 08/27/2020

From: Charlene Aquino

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Site(s) or Department: Superintendent

District Office

Number of Quotes: 1

Vendor/Contractor: Emrics Inc DBA Informed K-12

Reason for proposal:

Renewal of Annual License FY2020-2021

Certificate of Insurance: N/A

Contract Amount: \$29,610.00

Funding Source: Superintendent - General Fund

Approved by:

Charlene Aquino 08/27/2020

Personnel who oversees Site/Department budget

Vanessa Castano 08/31/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 09/01/2020

Director of Budget and Fiscal Services



Emics, Inc. DBA Informed K12  
 230 California St., Suite 601  
 San Francisco, CA 94111  
 operations@informedk12.com  
 www.informedk12.com

# Invoice 1806

<b>BILL TO</b>	<b>DATE</b>	<b>PLEASE PAY</b>	<b>DUE DATE</b>
San Mateo Union High School District 650 North Delaware St San Mateo, CA 94401	07/01/2020	\$29,610.00	07/31/2020

DESCRIPTION	QTY	RATE	AMOUNT
<b>Informed K12 Renewal</b> Renewal of forms, forms manager, and workflow processes for Informed K12 - Annual license for unlimited internal forms (July 2020 - June 2021)	1	29,610.00	29,610.00

Please make checks out to Emics, Inc.  
 FED ID #460546569

**TOTAL DUE \$29,610.00**

Thank you!

THANK YOU.

024784-01 - Vendor

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 08/28/2020

From: Charlene Aquino

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Site(s) or Department: Superintendent

District Office

Number of Quotes: 1

Vendor/Contractor: Lozano Smith Attorneys at Law

Reason for proposal:

Legal Fees FY 2020 - 2021 for Lozano Smith Attorneys at Law.

Certificate of Insurance: N/A

Contract Amount: \$180,000.00

Funding Source: HR, Board, Business Services, - General Fund

Approved by:

Charlene Aquino 08/28/2020

Personnel who oversees Site/Department budget

Vanessa Castano 08/31/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 09/01/2020

Director of Budget and Fiscal Services



Karen M. Rezendes  
*Attorney at Law*

E-mail: [krezendes@lozanosmith.com](mailto:krezendes@lozanosmith.com)

June 10, 2020

Kevin Skelly  
Superintendent  
San Mateo Union High School District  
650 North Delaware Street  
San Mateo, CA 94401

Re: 2020-2021 Agreement for Legal Services

Dear Dr. Skelly:

Thank you for the opportunity to partner with you during the 2019-2020 school year. We appreciate the trust you place in Lozano Smith, and we look forward to another promising year for your district and students.

We are pleased to note that there are no changes to our current agreement for legal services and our rate structure remains unchanged.

As a valued client, we invite you to take advantage of Lozano Smith's portal of client resources at ([LozanoSmith.com/clientresources](http://LozanoSmith.com/clientresources)). The portal contains resources for some of the most pertinent legal issues, and incorporates trainings prepared in partnership with the State's leading education associations.

As a firm, we will continue to bill actual time spent, without any required minimum billing period for phone calls or email correspondence. Our practice, designed to save costs for clients, will remain at the industry-leading 1/10 (.10) of an hour increment. In addition, we also continue to use a "tiered" billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Each of our attorneys is placed at the appropriate "tier" based on their experience.

As part of an annual review, we adjust legal staff fees to reflect updated tiered status for attorneys based upon their years of experience. The tier structure established in our current agreement for legal services is not changing, and we will extend our current agreement into the 2020-2021 year. Should you have questions regarding the billing rate for a particular attorney, please feel free to contact us.

*Limited Liability Partnership*

7404 N. Spalding Avenue Fresno, California 93720-3370 Tel 559-431-5600 Fax 559-261-9366

Dr. Skelly  
June 10, 2020  
Page 2

Because there are no changes to our agreement for legal services, there is no legal requirement for Board approval. If you prefer to take the matter to the Board, we would be pleased to provide you with a new agreement for 2020-2021.

We look forward to another rewarding year, together.

Sincerely,

LOZANO SMITH

A handwritten signature in cursive script that reads "Karen M. Rezendes". The signature is written in black ink and is positioned below the typed name.

Karen M. Rezendes  
Managing Partner

KMR/em



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2019, between the SAN MATEO UNION HIGH SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

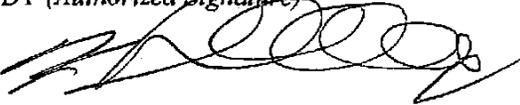
13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
San Mateo Union High School District	Lozano Smith, LLP
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Kevin Stelly, Sup't	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED 7/15/19	DATE EXECUTED 5/30/2019



PROFESSIONAL RATE SCHEDULE  
FOR SAN MATEO UNION HIGH SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 300 per hour
Associate	\$ 215 - \$ 275 per hour
Paralegal / Law Clerk	\$ 135 - \$ 155 per hour
Consultant	\$ 135 - \$ 195 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 08/31/2020

From: Charlene Aquino

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Site(s) or Department: Superintendent

District Office

Number of Quotes: 1

Vendor/Contractor: County Counsel of San Mateo

Reason for proposal:

Legal Fees FY 2020-2021 - Current attached contract is valid through 2023

Certificate of Insurance: N/A

Contract Amount: \$154,400

Funding Source: HR, Board, Mgmt, Bus Svs, Student Services - General Fund

Approved by:

Charlene Aquino 08/31/2020

Personnel who oversees Site/Department budget

Vanessa Castano 08/31/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 09/01/2020

Director of Budget and Fiscal Services

**AGREEMENT BETWEEN COUNTY COUNSEL AND  
SAN MATEO UNION HIGH SCHOOL DISTRICT  
FOR THE PROVISION OF GENERAL AND SPECIAL EDUCATION LEGAL  
SERVICES**

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**THIS AGREEMENT** entered into the 9th day of August 2018 by and between the **COUNTY COUNSEL OF THE COUNTY OF SAN MATEO**, hereinafter referred to as "County Counsel", and the **SAN MATEO UNION SCHOOL DISTRICT**, hereinafter referred to as "District";

**WITNESSETH:**

**WHEREAS**, the County Counsel is ready and able to provide legal service and advice to the District and the District wishes to retain the County Counsel to perform legal services with respect to certain matters; and

**WHEREAS**, it is reasonable and necessary to set forth the various obligations and responsibilities of the parties in light of the District's payment for the County Counsel's legal services;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties hereto do hereby agree as follows:

1. County Counsel shall perform legal services and legal representation, including the handling of litigation, as may be requested by the District. Litigation services shall not include litigation for which the District has insurance coverage or is otherwise the obligation of the San Mateo County School Insurance Group.

2. The District shall pay for the 2018-2019 fiscal year an hourly rate for legal services under this agreement: an attorney hourly rate of \$232 and paralegal hourly rate of \$127. The District shall pay for the 2019-2020 fiscal year an attorney hourly rate of \$237 and paralegal hourly rate of \$130. The District shall pay for the 2020-2021 fiscal year an attorney hourly rate of \$242 and paralegal hourly rate of \$133. For the fiscal years 2021-2022 through 2022-2023, the District shall annually

pay hourly legal services usage multiplied by the County Counsel's then-current hourly rate. County Counsel will provide thirty (90) days written notice to the District of any such increase in the hourly rate. Additionally, the District shall pay the actual costs of any out-of-pocket and extraordinary regular costs incurred by County Counsel in connection with the provision of its legal services, e.g., deposition costs, transcript costs, investigation fees, filing fees extraordinary mailing costs, etc.

3. County Counsel shall render such legal advice to the District as may be requested by the Board of Trustees, the District Superintendent, or his or her designated representative. Attendance at meetings of the Board of Trustees shall be upon request of the District.

4. County Counsel shall periodically update the Board of Trustees and the Superintendent on legal issues pertaining to school districts and shall be available to provide staff training as is mutually agreed upon.

5. This agreement is for a term of five (5) years commencing July 1, 2018 through June 30, 2023. This agreement may be terminated by mutual agreement of the parties at any time and by the District annually as of June 30, provided that the District has previously given ninety (90) days' advance written notice of its intention to terminate the agreement.

6. It is recognized and agreed that the District retains the services of legal counsel other than the County Counsel. District reserves the right to retain such other legal counsel which in its sole discretion it determines is necessary. County Counsel shall provide such advice to the District regarding the retention of other legal counsel as the District may request but in such circumstances shall be under no further obligation to provide legal service or advice regarding that matter.

7. The District understands that the County of San Mateo is the County Counsel's primary client. Should there be a conflict between the District and the County in a matter, the District hereby consents to the County Counsel's withdrawal of representation of the District in order for the County Counsel to represent the County in any such matters, unless such waiver is inconsistent with state law.

8. County Counsel shall meet with the Board of Trustees, if requested by the District, to review the legal services provided under this agreement and shall

consult with the District prior to the assignment of individual deputy county counsels to serve and represent the District.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

Dated: \_\_\_\_\_ COUNTY COUNSEL, SAN MATEO COUNTY

By: \_\_\_\_\_  
JOHN C. BEIERS, COUNTY COUNSEL

Dated: 8/9/18 SAN MATEO UNION HIGH SCHOOL DISTRICT

By:   
KEVIN SKELLY, SUPERINTENDENT

ATTEST:  
  
Clerk of the Board

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 09/01/2020

From: Amber Vigil/Holly Wade

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Site(s) or Department: Special Education

Special Education

Number of Quotes: 4

Vendor/Contractor: Achieve Kids

Reason for proposal:

To pay the education, intensive individual services, language/speech and occupational therapy for students attending NPS, Achieve Kids

Certificate of Insurance: Bolton and Company

Contract Amount: \$475,221.00

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil

09/01/2020

Anna Tang

09/01/2020

Personnel who oversees Site/Department budget

Vanessa Castano

09/02/2020

Manager of Capital Facilities and Purchasing

Valerie Miller

09/03/2020

Director of Budget and Fiscal Services

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL  
OR NONPUBLIC AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021 unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School District Nonpublic School /Agency AchieveKids

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (MI) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting: \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 345 during the regular school year  
285 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 193 during the regular school year  
25 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$326.00

Estimated Number of Days 218x Daily Rate \$326.00 = **PROJECTED BASIC EDUCATION COSTS** \$71,068.00

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340) 1:1							
.000Language/Speech Therapy (415) a. Individual b. Group c. Consult							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
a. Individual		X		a) 1 x 30 min / wkly	\$88.00 / ½ hr	47	\$4136.00
b. consult				b) 1x30 min/mo	\$88.00 /1/2 hr	12	\$1056.00
Physical Therapy (460)							
Individual Counseling (510)		X		1 x 30 min / wkly	\$90.00 / ½ hr	47	\$4230.00
Counseling - Group		X		1 x 30 min / wkly	\$45.00 / ½ hr.	47	\$2115.00
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X		60 min/Weekly	\$171.00	47	\$8037.00
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Services (830)		x		60 min/ Wkly	\$129	47	\$6063.00
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation		X		218 days	\$95.00 / day	218	\$20,710.00
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$46,347.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 117,415.00

4. Other Provisions/Attachments:

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify) October 2020, January 2021, March 2021, June 2021

\_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA -

AchieveKids

San Mateo Union High School District

(Name of Nonpublic School/Agency)

(Name of LEA)

DocuSigned by:

8/25/2020

DocuSigned by:

8/27/2020

*Skye Cary*

*Holly Wade*

(Signature) 383B6F271E3A4A1...

(Date)

(Signature) BF2F7E42E0A9431...

(Date)

Skye Cary, Program Specialist

Holly Wade

Name and Title)

(Name of Superintendent or Authorized Designee)

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL  
OR NONPUBLIC AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School District Nonpublic School /Agency AchieveKids

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting: \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: 345 during the regular school year;  
285 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 193 during the regular school year;  
25 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below:*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$326.00

**Estimated Number of Days** 218 x **Daily Rate** \$326.00 = **PROJECTED BASIC EDUCATION COSTS** \$71,068.00

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340) 1:1							
Language/Speech Therapy (415) a. Individual b. Group c. Consult							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450) a. Individual							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)		X		1 x 30 min / wkly	\$90.00 / ½ hr	47	\$4230.00
Counseling - Group		X		1 x 30 min / wkly	\$45.00 / ½ hr.	47	\$2115.00
Parent Counseling (520)		X		1 x 50 min / mo	\$90.00 / ½ hr	12	\$1728.00
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		x		60 min/wkly	\$171.00	47	\$8037.00
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Services (830)		x		60 min /wkly	\$129	47	\$6063.00
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)J							
Other (900)							
Transportation		X		218 days	\$95.00 / day	218	\$20,710.00
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$42,883.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 113,951.00

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify) October 2020, January 2021 March 2021, June 2021

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA -

AchieveKids

San Mateo Union High School District

(Name of Nonpublic School/Agency)

(Name of LEA)

DocuSigned by:

*Skye Cary*

8/25/2020

DocuSigned by:

*Holly Wade*

8/27/2020

(Signature)

(Date)

(Signature)

(Date)

\_\_\_\_\_  
\_Skye Cary, Program Specialist

Holly Wade

(Name and Title)

(Name of Superintendent or Authorized Designee)

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL  
OR NONPUBLIC AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/20 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021 unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School District Nonpublic School /Agency AchieveKids

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting: \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School.* The average number of minutes in the instructional day will be: 345 during the regular school year  
285 during the extended school year
2. *Nonpublic School.* The number of school days in the calendar of the school year are: 193 during the regular school year  
25 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
  - A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$326.00  
Estimated Number of 218x Daily Rate \$326.00 = PROJECTED BASIC EDUCATION COSTS \$71,068.00

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340) 1:1							
Language/Speech Therapy (415)							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
a. Individual							
b. Consult							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510) a. Individual b. Group		X		a) 1 x 30 min / wk b) 1 x 30 min / wk	\$90.00 / ½ hr \$45.00 / ½ hr	47 47	\$4230.00 \$2115.00
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X		60 min/Weekly	\$171.00	47	\$8037.00
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							



## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL OR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

REVISED

This agreement is effective July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School District Nonpublic School /Agency AchieveKids

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting: \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business) \_\_\_\_\_  
(If different from student) City \_\_\_\_\_ State/Zip \_\_\_\_\_

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 193 during the regular school year  
25 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
  - A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$326.00  
Estimated Number of Days 218 x Daily Rate \$ 326.00 = PROJECTED BASIC EDUCATION COSTS \$71,068.00

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		Daily	\$112.00	218	\$24,416.00
Language/Speech Therapy (415) a. Individual b. Group c. Consult		X		a) 2 x 30 min / wk	\$88.00 / 1/2 hr	47	\$8272.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450) Individual Consult		X		30 min/wk 30 min mo	\$88.00/ 1/2 hr \$88.00/ 1/2 hr	47 12	\$4136.00 \$1056.00
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515). Group							
Parent Counseling (520)							

Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X		60 min/Weekly	\$171.00 / wk	47	\$8037.00
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (State Meal Mandate costs)							
Transportation		X			\$95.00 / day	218	\$20,710.00
Bus Passes							
Other							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 66,627.00

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 137,695.00**

4. Other Provisions/Attachments:

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# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 09/01/2020

From: Amber Vigil/Holly Wade

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Site(s) or Department: Special Education

Special Education

Number of Quotes: 3

Vendor/Contractor: Avalon Academy

Reason for proposal:

To pay the educational program and related services for students attending NPS, Avalon Academy

Certificate of Insurance: Nonprofits Insurance Alliance

Contract Amount: \$379,763.00

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil

09/01/2020

Anna Tang

09/01/2020

Personnel who oversees Site/Department budget

Vanessa Castano

09/02/2020

Manager of Capital Facilities and Purchasing

Valerie Miller

09/03/2020

Director of Budget and Fiscal Services

This agreement is effective on **July 1, 2020** or the date student begins attending a nonpublic school, if after the date identified, and terminates **at 5:00 P.M. on June 30, 2021**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	San Mateo Union High School District		Nonpublic School	The Avalon Academy	
LEA Case Manager	Holly Wade, Director of Special Education		Phone	650 588 2265	
Pupil Name	[REDACTED]	[REDACTED]	Sex	[REDACTED]	Grade [REDACTED]
Address	[REDACTED]	City [REDACTED]	State/Zip	[REDACTED]	
DOB	[REDACTED]	Residential Setting [REDACTED]	LCI#	Other [REDACTED]	
Parent/Guar.	[REDACTED]	Phone [REDACTED]	Parent/Guar.	[REDACTED]	[REDACTED]

**Agreement Terms:**

1. Nonpublic School: The average number of minutes in the instructional day will be: **360** during the regular school year  
**348** during the extended school year
2. Nonpublic School: The number of school days in the calendar of the school year are: **180** during the regular school year  
**30** during the extended school year
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

<b>A. Inclusive and/or Basic Education Program Rate</b> (applies to nonpublic schools only):	Mo. Rate	\$4,666.00	Daily Rate	\$270.00
Estimated Number of Months - Regular SY	10 months x monthly rate	\$4,666.00	Projected Basic Ed. Costs RSY	\$46,660.00
Estimated Number of Months - Extended SY	30 days x daily rate	\$270.00	Projected Basic Ed. Costs ESY	\$8,100.00
<b>Total Estimated Basic Education Costs (regular school year and extended school year)</b>				<b>\$54,760.00</b>

**B. Related Services**

Service	Provider	RSY & ESY	Cost per Session	Individual	Frequency	Group	Frequency	Consult	Frequency	Total	Max. No. of Sessions
Speech Language &	NPS	RSY	\$134.00	1	hrs/week	2	hrs/week	1	hrs/week	\$19,296.00	36 weeks
		ESY		1	hrs/week	2	hrs/week	1	hrs/week	\$3,216.00	6 weeks
<b>Total Cost Speech Language &amp; AAC Therapy Services</b>										<b>\$22,512.00</b>	<b>42 weeks</b>
Physical Therapy	NPS	RSY	\$127.00	2.5	hrs/week	0	hrs/week	0.5	hrs/week	\$13,716.00	36 weeks
		ESY		2.5	hrs/week	0	hrs/week	0.5	hrs/week	\$2,286.00	6 weeks
<b>Total Cost Physical Therapy Services</b>										<b>\$16,002.00</b>	<b>42 weeks</b>
Functional Vision Services	NPS	RSY	\$134.00	0	hrs/week	1	hrs/week	0.5	hrs/week	\$7,236.00	36 weeks
		ESY		0	hrs/week	1	hrs/week	0.5	hrs/week	\$1,206.00	6 weeks
<b>Total Cost Functional Vision Services</b>										<b>\$8,442.00</b>	<b>42 weeks</b>
Orientation & Mobility	NPS	RSY	\$134.00	0	hrs/week	1	hrs/week	0.5	hrs/week	\$7,236.00	36 weeks
		ESY		0	hrs/week	1	hrs/week	0.5	hrs/week	\$1,206.00	6 weeks
<b>Total Cost Orientation and Mobility Services</b>										<b>\$8,442.00</b>	<b>42 weeks</b>
SCIA Services	NPS	RSY	\$29.00	0	hrs/week					\$0.00	36 weeks
		ESY		0	hrs/week					\$0.00	6 weeks
<b>Total Cost SCIA Services</b>										<b>\$0.00</b>	<b>42 weeks</b>
SCIARN Services	NPS	RSY	\$39.00	30	hrs/week					\$42,120.00	36 weeks
		ESY		29	hrs/week					\$6,786.00	6 weeks
<b>Total Cost SCIARN Supervision Services</b>										<b>\$48,906.00</b>	<b>42 weeks</b>
<b>Estimated Maximum Related Services Costs :</b>										<b>\$104,304.00</b>	
<b>Total Estimated Maximum Basic Education and Related Services Costs :</b>										<b>\$158,064.00</b>	

4. Other Provisions/Attachments:

5. Master Contract approved by the Governing Board on:

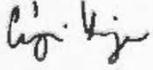
6. Progress Reporting Requirements:  Quarterly  Monthly  Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

The Avalon Academy

Name of Nonpublic School/Agency



5/29/20

Signature

Date

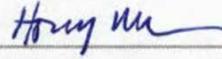
Kinga E. Czegeni, President and Executive Director

Name and Title

LEA

San Mateo Union High School District

Name of LEA



9/1/2020

Signature

Date

Holly Wade, Director of Special Education

Name and Title

Signature

Date

KEVIN S KELLY, Ph.D.

Name and Title

SUPERINTENDENT

This agreement is effective on **July 1, 2020** or the date student begins attending a nonpublic school, if after the date identified, and terminates **at 5:00 P.M. on June 30, 2021**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	San Mateo Union High School District	Nonpublic School	The Avalon Academy
LEA Case Manager	Holly Wade, Director of Special Education	Phone	Holly Wade, Director of Special Education
Pupil Name	[REDACTED]	Sex	[REDACTED]
Address	[REDACTED] City [REDACTED]	State/Zip	[REDACTED]
DOB	[REDACTED] Residential Setting [REDACTED]	Other	[REDACTED]
Parent/Guar.	[REDACTED] Phone [REDACTED]	Parent/Guar.	[REDACTED] Phone [REDACTED]
Address	[REDACTED]	Address	[REDACTED]

**Agreement Terms:**

1. Nonpublic School: The average number of minutes in the instructional day will be:
 

360	during the regular school year
348	during the extended school year
2. Nonpublic School: The number of school days in the calendar of the school year are:
 

180	during the regular school year
30	during the extended school year
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

A. Inclusive and/or Basic Education Program Rate	(applies to nonpublic schools only):		Mo. Rate	\$4,666.00	Daily Rate	\$270.00
Estimated Number of Months - Regular SY	10	months x monthly rate	\$4,666.00	Projected Basic Ed. Costs RSY	\$46,660.00	
Estimated Number of Months - Extended SY	30	days x daily rate	\$270.00	Projected Basic Ed. Costs ESY	\$0.00	
<b>Total Estimated Basic Education Costs (regular school year and extended school year)</b>						<b>\$46,660.00</b>

**B. Related Services**

Service	Provider	RSY & ESY	Cost per Session	Individual	Frequency	Group	Frequency	Consult	Frequency	Total	Max. No. of Sessions
Speech Language &	NPS	RSY	\$134.00	1	hrs/week	1	hrs/week	0.5	hrs/week	\$12,060.00	36 weeks
		ESY		0	hrs/week	0	hrs/week	0	hrs/week	\$0.00	6 weeks
<b>Total Cost Speech Language &amp; AAC Therapy Services</b>										<b>\$12,060.00</b>	<b>42 weeks</b>
Physical Therapy	NPS	RSY	\$127.00	2	hrs/week	0	hrs/week	5	hrs/year	\$9,779.00	36 weeks
		ESY		0	hrs/week	0	hrs/week	0	hrs/year	\$0.00	6 weeks
<b>Total Cost Physical Therapy Services</b>										<b>\$9,779.00</b>	<b>42 weeks</b>
Functional Vision Services	NPS	RSY	\$134.00	0	hrs/week	1	hrs/week	5	hrs/year	\$5,494.00	36 weeks
		ESY		0	hrs/week	0	hrs/week	0	hrs/year	\$0.00	6 weeks
<b>Total Cost Functional Vision Services</b>										<b>\$5,494.00</b>	<b>42 weeks</b>
Orientation & Mobility	NPS	RSY	\$134.00	0	hrs/week	1	hrs/week	5	hrs/year	\$5,494.00	36 weeks
		ESY		0	hrs/week	0	hrs/week	0	hrs/year	\$0.00	6 weeks
<b>Total Cost Orientation and Mobility Services</b>										<b>\$5,494.00</b>	<b>42 weeks</b>
SCIA Services	NPS	RSY	\$29.00	30	hrs/week					\$31,320.00	36 weeks
		ESY		0	hrs/week					\$0.00	6 weeks
<b>Total Cost SCIA Services</b>										<b>\$31,320.00</b>	<b>42 weeks</b>
SCI/ARN Services	NPS	RSY	\$39.00	0	hrs/week					\$0.00	36 weeks
		ESY		0	hrs/week					\$0.00	6 weeks
<b>Total Cost SCI/ARN Supervision Services</b>										<b>\$0.00</b>	<b>42 weeks</b>
<b>Estimated Maximum Related Services Costs :</b>										<b>\$64,147.00</b>	
<b>Total Estimated Maximum Basic Education and Related Services Costs :</b>										<b>\$110,807.00</b>	

4. Other Provisions/Attachments:

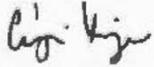
5. Master Contract approved by the Governing Board on:

6. Progress Reporting Requirements:  Quarterly  Monthly  Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

**Contractor**  
**The Avalon Academy**

Name of Nonpublic School/Agency



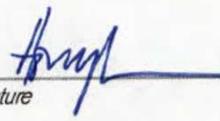
Signature

8/25/20  
Date

Kinga E. Czegeni, President and Executive Director  
Name and Title

**LEA**  
**San Mateo Union High School District**

Name of LEA



Signature

9/1/2020  
Date

Holly Wade, Director of Special Education  
Name and Title

Signature

Date

Kevin Skelly, Superintendent  
Name and Title

This agreement is effective on **July 1, 2020** or the date student begins attending a nonpublic school, if after the date identified, and terminates **at 5:00 P.M. on June 30, 2021**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	<b>San Mateo Union High School District</b>	Nonpublic School	<b>The Avalon Academy</b>
LEA Case Manager	Holly Wade, Director of Special Education	Phone	650 558 2265
Pupil Name	[REDACTED]	Sex	[REDACTED] Grade [REDACTED]
Address	[REDACTED]	State/Zip	[REDACTED]
DOB	[REDACTED] Residential Setting	Other	[REDACTED]
Parent/Guar.	[REDACTED] Phone [REDACTED]	Parent/Guar.	[REDACTED] Phone [REDACTED]
Address	[REDACTED]	Address	[REDACTED]

**Agreement Terms:**

1. Nonpublic School: The average number of minutes in the instructional day will be:
 

<b>360</b>	during the regular school year
<b>348</b>	during the extended school year
2. Nonpublic School: The number of school days in the calendar of the school year are:
 

<b>180</b>	during the regular school year
<b>30</b>	during the extended school year
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

**A. Inclusive and/or Basic Education Program Rate** (applies to nonpublic schools only):

	Mo. Rate	\$4,666.00	Daily Rate	\$270.00
Estimated Number of Months - Regular SY	10 months x monthly rate	\$4,666.00	Projected Basic Ed. Costs RSY	\$46,660.00
Estimated Number of Months - Extended SY	30 days x daily rate	\$270.00	Projected Basic Ed. Costs ESY	\$8,100.00
<b>Total Estimated Basic Education Costs (regular school year and extended school year)</b>				<b>\$54,760.00</b>

**B. Related Services**

Service	Provider	RSY & ESY	Cost per Session	Individual	Frequency	Group	Frequency	Consult	Frequency	Total	Max. No. of Sessions
Speech Language &	NPS	RSY	\$134.00	1	hrs/week	1	hrs/week	1	hrs/month	\$10,988.00	36 weeks
		ESY		1	hrs/week	1	hrs/week	1	hrs/month	\$1,809.00	6 weeks
<b>Total Cost Speech Language &amp; AAC Therapy Services</b>										<b>\$12,797.00</b>	<b>42 weeks</b>
Physical Therapy	NPS	RSY	\$127.00	1	hrs/week	0	hrs/week	5	hrs/year	\$5,207.00	36 weeks
		ESY		1	hrs/week	0	hrs/week	0	hrs/year	\$762.00	6 weeks
<b>Total Cost Physical Therapy Services</b>										<b>\$5,969.00</b>	<b>42 weeks</b>
Functional Vision Services	NPS	RSY	\$134.00	0	hrs/week	0	hrs/week	0	hrs/year	\$0.00	36 weeks
		ESY		0	hrs/week	0	hrs/week	0	hrs/year	\$0.00	6 weeks
<b>Total Cost Functional Vision Services</b>										<b>\$0.00</b>	<b>42 weeks</b>
Orientation & Mobility	NPS	RSY	\$134.00	0	hrs/week	0	hrs/week	0	hrs/year	\$0.00	36 weeks
		ESY		0	hrs/week	0	hrs/week	0	hrs/year	\$0.00	6 weeks
<b>Total Cost Orientation and Mobility Services</b>										<b>\$0.00</b>	<b>42 weeks</b>
SCIA Services	NPS	RSY	\$29.00	30	hrs/week					\$31,320.00	36 weeks
		ESY		29	hrs/week					\$5,046.00	6 weeks
<b>Total Cost SCIA Services</b>										<b>\$36,366.00</b>	<b>42 weeks</b>
SCIARN Services	NPS	RSY	\$39.00	0	hrs/week					\$0.00	36 weeks
		ESY		0	hrs/week					\$0.00	6 weeks
<b>Total Cost SCIARN Supervision Services</b>										<b>\$0.00</b>	<b>42 weeks</b>
<b>Estimated Maximum Related Services Costs :</b>										<b>\$55,132.00</b>	
<b>Total Estimated Maximum Basic Education and Related Services Costs :</b>										<b>\$109,892.00</b>	

4. Other Provisions/Attachments:

5. Master Contract approved by the Governing Board on:

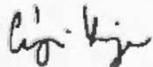
6. Progress Reporting Requirements:  Quarterly  Monthly  Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

**The Avalon Academy**

Name of Nonpublic School/Agency



5/29/20

Signature

Date

Kinga E. Czegeni, President and Executive Director

Name and Title

LEA

**San Mateo Union High School District**

Name of LEA

 9/1/2020

Signature

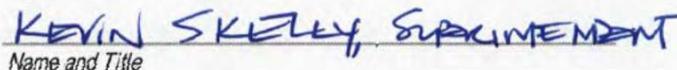
Date

Holly Wade, Director of Special Education

Name and Title

Signature

Date



Name and Title

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 09/01/2020

From: Amber Vigil/Holly Wade

---

Site(s) or Department: Special Education

Special Education

Number of Quotes: 4

Vendor/Contractor: WINGS

Reason for proposal:

To pay the educational program and related services for students attending NPS, WINGS

Certificate of Insurance: New York Marine and General Insurance

Contract Amount: \$146,278.20

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil 09/01/2020 Anna Tang 09/01/2020

Personnel who oversees Site/Department budget

Vanessa Castano 09/02/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 09/03/2020

Director of Budget and Fiscal Services

## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL OR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1st, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on August 7th, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency SAN MATEO UNION HIGH SCHOOL DISTRICT Nonpublic School /Agency WINGS LEARNING CENTER

LEA Case Manager: Name JOHN BARTFIELD, ASST. DIRECTOR OF SPECIAL EDUCATION Phone Number 650-558-2268

Pupil Name \_\_\_\_\_ Sex:      Grade:       
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ (Residence) City \_\_\_\_\_ (Business) State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 336 during the regular school year  
270 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
27 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

**A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$279

Estimated Number of Days 27 x Daily Rate \$279 = PROJECTED BASIC EDUCATION COSTS \$7,533.00

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		✓		ESY – 21.75 hrs/wkly (1305 mins)	\$36 p/hr	5 weeks & 2 days	\$4,228.20 (ESY)
Language/Speech Therapy (415) a. Individual b. Consult		✓		ESY: 180 min/3 hrs	\$177.00	ESY: 3 hours	531.00 (ESY)
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 4,759.20

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 12,292.20

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:	Quarterly	Monthly	Other (Specify)
	_____	_____	_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA -

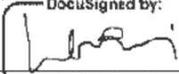
**WINGS LEARNING CENTER**

**SAN MATEO UNION HIGH SCHOOL DISTRICT**

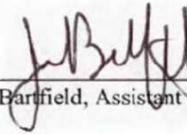
(Name of Nonpublic School/Agency)

(John Barfield, Assistant Director of SpEd)

(Kevin Skelly, Ph.D., Superintendent)

DocuSigned by:  


8/25/2020



9/1/20

*Handwritten initials and date: kw 9/1/20*

(Signature)

(Date)

(Date)

Laxmi Ghale, Program Director

(Name and Title)

(Date)

## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL OR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency SAN MATEO UNION HIGH SCHOOL DISTRICT Nonpublic School /Agency WINGS LEARNING CENTER

LEA Case Manager: Name JOHN BARTFIELD, ASST. DIRECTOR SPED Phone Number 650-558-2268

Pupil Name \_\_\_\_\_ Sex:  Male  Female Grade \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Residential  Other # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student) (Residence) (Business)

### AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 376 during the regular school year  
\_\_\_\_\_ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 190 during the regular school year  
27 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

**A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$279

Estimated Number of Days 180 x Daily Rate \$279 = PROJECTED BASIC EDUCATION COSTS \$50,220.00

### B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP, or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Consult		✓		RSY: 30 min p/wk 5 hours consult	IND: \$177/hr CON: \$166/hr	36 wks	\$ 3,186.00(RSY) \$830.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)				RSY: 30 min p/wk 7 hours consult	IND: \$177/hr CON: \$166/h	36 weeks 5 weeks	\$ 3,186.00(RSY) \$1,162.00
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 8,364.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 58,584.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:	Quarterly	Monthly	Other (Specify)
	_____	_____	_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

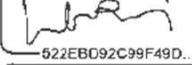
-LEA -

**WINGS LEARNING CENTER**

**SAN MATEO UNION HIGH SCHOOL DISTRICT**

(Name of Nonpublic School/Agency)

8/25/2020

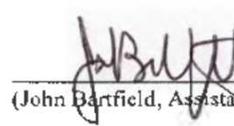


(Signature)

(Date)

Laxmi Ghale, Program Director

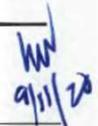
(Name and Title)



(John Barfield, Assistant Director of Special Ed.)

(Kevin Skelly, Ph.D., Superintendent)

9/1/20



(Date)

(Date)

## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL OR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency SAN MATEO UNION HIGH SCHOOL DISTRICT Nonpublic School /Agency WINGS LEARNING CENTER

LEA Case Manager: Name JOHN BARTFIED, ASSISTANT DIRECTOR OF SPECIAL EDUC. Phone Number 650-558-2266

Pupil Name \_\_\_\_\_ Sex:  Male  Female Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Residential Facility  Other \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ (Residence) City \_\_\_\_\_ (Business)  
(If different from student) State/Zip \_\_\_\_\_

### AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 376 during the regular school year  
270 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
27 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

**A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$279

Estimated Number of Days 207 x Daily Rate \$279 = PROJECTED BASIC EDUCATION COSTS \$57,753.00

### B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Consult		✓		RSY: 30 min pwk ESY: 3 hrs 6 Hrs/Consult	IND \$177/hr CON \$166/hr	36 wks 6 wks	\$ 3,186.00(RSY) \$ 531.00 (ESY) \$996.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)				3 Hrs/Consult	\$166 /hr		\$498.00
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 5,211.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 62,964.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:	Quarterly	Monthly	Other (Specify)
	_____	_____	_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

**WINGS LEARNING CENTER**

**SAN MATEO UNION HIGH SCHOOL DISTRICT**

(Name of Nonpublic School/Agency)

8/25/2020

(John Bartfield, Assistant Director of Special Ed.)

(Date)

(Signature)

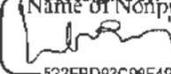
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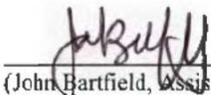
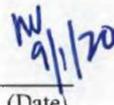
Laxmi Ghale, Program Director

(Kevin Skelly, Ph.D., Superintendent)

(Date)

(Name and Title)

DocuSigned by:  
  
522EBD92C99F49D...

 9/1/20  9/1/20

ESY

## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL OR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on August 7th, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency SAN MATEO UNION HIGH SCHOOL DISTRICT Nonpublic School /Agency WINGS LEARNING CENTER

LEA Case Manager: Name JOHN BARTFIELD, ASST. DIRECTOR OF SPECIAL EDUC. Phone Number 650-558-2266

Pupil Name \_\_\_\_\_ Sex:  Male  Female Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_ (Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: 336 during the regular school year  
270 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
21 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

**A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$279

Estimated Number of Days 27 x Daily Rate \$279 = PROJECTED BASIC EDUCATION COSTS \$7,533

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		✓		ESY - 22.50 hrs/wk (1350 min)	\$36 p/hr	5 weeks & 2 days 4.5 hrs p/day	\$4,374.00 (ESY)
Language/Speech Therapy (415) a. Individual b. Consult		✓		ESY: 180 min	\$177 p/hr	3 HRS	\$ 531.00(ESY)
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 4,905.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 12,438.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:	Quarterly	Monthly	Other (Specify)
	_____	_____	_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

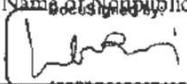
-CONTRACTOR-

-LEA -

WINGS LEARNING CENTER

(Name of Nonpublic School/Agency)

SAN MATEO UNION HIGH SCHOOL DISTRICT



8/25/2020

(Signature)

(Date)



9/1/20

(John Barfield, Assistant Director of SpEd)

(Date)

*mw*  
9/1/20

Laxmi Ghale, Program Director

(Name and Title)

(Kevin Skelly, Ph.D., Superintendent)

(Date)

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 09/02/2020

From: Amber Vigil/Holly Wade

---

Site(s) or Department: Special Education

Special Education

Number of Quotes: 3

Vendor/Contractor: Morgan Autism Center

Reason for proposal:

To pay the educational program and related services for students attending NPS, Morgan Autism Center

Certificate of Insurance: Alliance of Nonprofits for Insurance

Contract Amount: \$292,939.50

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil

09/02/2020

Anna Tang

09/02/2020

Personnel who oversees Site/Department budget

Vanessa Castano

09/03/2020

Manager of Capital Facilities and Purchasing

Valerie Miller

09/04/2020

Director of Budget and Fiscal Services

**SANTA CLARA COUNTY SELPAs**  
**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN**  
**SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365, 56366, et seq.)

NAME OF LOCAL EDUCATION AGENCY ("LEA"): San Mateo Union HSD

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Morgan Autism Center

PUPIL NAME: [REDACTED] [REDACTED] [REDACTED] GENDER:     
(Last) (First) (Middle)

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

PUPIL TELEPHONE NUMBER: ( ) [REDACTED] DOB: [REDACTED]

PUPIL ID/SS NUMBER: [REDACTED] GRADE [REDACTED]

RESIDENTIAL SETTING: [REDACTED] [REDACTED] [REDACTED]  
 OTHER [REDACTED]

PARENT/GUARDIAN: [REDACTED] PHONE [REDACTED] ( )  
(Residence) (Business)

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED]  
(If different from pupil)

**CONTRACT TERMS:**

1. The pupil's teacher/service provider holds the following  credential  license  waiver  permit  
(Specify type, e.g. LH, SH, Clinical Rehab) SH  
If waiver/permit: Name of Supervisor \_\_\_\_\_ Credential Held \_\_\_\_\_
2. The NPS/NPA will provide the district with a copy of their State Department Certification.
3. The class size for the pupil will not exceed 10, and/or the therapist/pupil ratio will be 1:1. If applicable, group size shall not exceed 10, except for whole school activities (picnics, etc.)
4. The length of the instructional day will be consistent with the Master Contract ("Agreement") unless otherwise specified. (*Nonpublic school only*)
5. Authorized educational services as specified in the Individualized Education Program ("IEP") shall be provided by the CONTRACTOR up to the amount specified. Failure to implement the services as specified on the IEP and contained within the Agreement shall reduce LEA's payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor and LEA.
6. Subject to the performance of this ISA, LEA will pay CONTRACTOR agreed upon rate per unit as defined in the Agreement.
7. CONTRACTOR will provide written progress reports to the Office of Special Education before 9/30/20, 12/30/20, 3/30/21, 6/30/21
8. Payment will be made for services provided Monday through Friday, only, based on hourly rates and attendance, as per the LEA calendar, dated: 2020/21
9. Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES  
(Education Code Sections 56365, 56366, et seq.)

PUPIL NAME: \_\_\_\_\_  
(Last) (First) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 210 X Per Diem \$ 444.55 = TOTAL BASIC EDUCATION COSTS (A) \$ \$93,355.50 (Include extended school year days as appropriate to the pupil's IEP).

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Specially Designed PE										
2. Aide Support										
3. Counseling										
4. OT		30 min. 1X week			\$155					3255.00
5. PT										
6. Speech/Language				Included in rate						
7. Transportation										
8. Other		8 hrs. AAC cons./yr								1360.00
9. Other		+4 hours OT consult								620.00

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 5,235.00

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$ 98,590.50

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2021 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

LEA

Holly Wade  
(Signature)

Holly Wade  
(Type or Print Name)

SMVUSD  
(Name of LEA)

650 N DELAWARE ST.  
(Mailing Address)

SM, CA 94401  
(City, State, Zip Code)

CONTRACTOR

Jonnetta Quesada  
(Signature)

Jonnetta Quesada  
(Type or Print Name)

Morgan Autism Center  
(Name of NPS/NPA)

950 St. Elizabeth Drive  
(Mailing Address)

San Jose, CA 95126  
(City, State, Zip Code)

KEVIN SKELLY, Ph.D.  
SUPERINTENDENT

**SANTA CLARA COUNTY SELPAs**  
**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN**  
**SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365, 56366, et seq.)

NAME OF LOCAL EDUCATION AGENCY ("LEA"): San Mateo Union HSD

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Morgan Autism Center

PUPIL NAME: [REDACTED] [REDACTED] [REDACTED] GENDER: [REDACTED]  
(Last) (First) (Middle)

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

PUPIL TELEPHONE NUMBER: ( ) [REDACTED] DOB: [REDACTED]

PUPIL ID/SS NUMBER: [REDACTED] GRADE: [REDACTED]

RESIDENTIAL SETTING: [REDACTED] [REDACTED] NAME: [REDACTED] # [REDACTED]  
 OTHER [REDACTED]

PARENT/GUARDIAN: [REDACTED] PHONE: [REDACTED] ( )  
(Residence) (Business)

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]  
(If different from pupil)

**CONTRACT TERMS:**

1. The pupil's teacher/service provider holds the following  credential  license  waiver  permit  
(Specify type, e.g. LH, SH, Clinical Rehab) SH  
If waiver/permit: Name of Supervisor [REDACTED] Credential Held [REDACTED]
2. The NPS/NPA will provide the district with a copy of their State Department Certification.
3. The class size for the pupil will not exceed 10, and/or the therapist/pupil ratio will be 1:1. If applicable, group size shall not exceed 10, except for whole school activities (picnics, etc.)
4. The length of the instructional day will be consistent with the Master Contract ("Agreement") unless otherwise specified. (*Nonpublic school only*)
5. Authorized educational services as specified in the Individualized Education Program ("IEP") shall be provided by the CONTRACTOR up to the amount specified. Failure to implement the services as specified on the IEP and contained within the Agreement shall reduce LEA's payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor and LEA.
6. Subject to the performance of this ISA, LEA will pay CONTRACTOR agreed upon rate per unit as defined in the Agreement.
7. CONTRACTOR will provide written progress reports to the Office of Special Education before 9/30/20, 12/30/20, 3/30/21, 6/30/21
8. Payment will be made for services provided Monday through Friday, only, based on hourly rates and attendance, as per the LEA calendar, dated: 2020-21
9. Other Provisions (attachments as necessary): [REDACTED]  
[REDACTED]  
[REDACTED]

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES  
(Education Code Sections 56365, 56366, et seq.)

PUPIL NAME: \_\_\_\_\_  
(Last) (First) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 210 X Per Diem \$ 444.55 = TOTAL BASIC EDUCATION COSTS (A) \$ \$93,355.50 (Include extended school year days as appropriate to the pupil's IEP).

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Specially Designed PE										
2. Aide Support										
3. Counseling										
4. OT										
5. PT										
6. Speech/Language										
7. Transportation										
8. Other	6 hrs.AAC consultation @170.00 per hour									1020.00
9. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 1,020.00

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$ 94,375.50

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

LEA

Henry M  
(Signature)

Henry WADE  
(Type or Print Name)

SMVHS-ID  
(Name of LEA)

650 N. DEANWITZ ST.  
(Mailing Address)

SM CA 94401  
(City, State, Zip Code)

CONTRACTOR

Jonnetta Quesada  
(Signature)

Jonnetta Quesada  
(Type or Print Name)

Morgan Autism Center  
(Name of NPS/NPA)

950 St. Elizabeth Drive  
(Mailing Address)

San Jose, CA 95126  
(City, State, Zip Code)

KEVIN SKELLY, Ph.D.  
SUPERINTENDENT

**SANTA CLARA COUNTY SELPA's**  
**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN**  
**SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365, 56366, et seq.)

NAME OF LOCAL EDUCATION AGENCY ("LEA"): San Mateo UHSD

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Morgan Autism Center

PUPIL NAME: \_\_\_\_\_ GENDER: \_\_\_\_\_  
(Last) (First) (Middle)

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PUPIL TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ DOB: \_\_\_\_\_

PUPIL ID/SS NUMBER: \_\_\_\_\_ GRADE: \_\_\_\_\_

RESIDENTIAL SETTING: \_\_\_\_\_  
 OTHER \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
(Residence) (Business)

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
(If different from pupil)

**CONTRACT TERMS:**

1. The pupil's teacher/service provider holds the following  credential  license  waiver  permit  
(Specify type, e.g. L1, S1, Clinical Rehab) SH  
If waiver/permit: Name of Supervisor \_\_\_\_\_ Credential field \_\_\_\_\_
2. The NPS/NPA will provide the district with a copy of their State Department Certification.
3. The class size for the pupil will not exceed 10, and/or the therapist/pupil ratio will be 1:1. If applicable, group size shall not exceed 10, except for whole school activities (picnics, etc.)
4. The length of the instructional day will be consistent with the Master Contract ("Agreement") unless otherwise specified. (Nonpublic school only)
5. Authorized educational services as specified in the Individualized Education Program ("IEP") shall be provided by the CONTRACTOR up to the amount specified. Failure to implement the services as specified on the IEP and contained within the Agreement shall reduce LEA's payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor and LEA.
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8. Payment will be made for services provided Monday through Friday, only, based on hourly rates and attendance, as per the LEA calendar, dated: 2020-21
9. Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN  
SCHOOL AGENCY SERVICES  
(Education Code Sections 56365, 56366, et seq.)**

PUPIL NAME: \_\_\_\_\_ (Last) \_\_\_\_\_ (Middle)

**A. BASIC EDUCATION PROGRAM (Applies to NPS only)**

Number of Days 210 X Per Diem \$ 444.55 - TOTAL BASIC EDUCATION COSTS (A) \$ \$93,355.50 (include extended school year days as appropriate to the pupil's IEP).

**B. DESIGNATED INSTRUCTION AND SERVICES RELATED SERVICES:**

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Specially Designed PE				Included in rate						
2. Aide Support										
3. Counseling										
4. OT		30mn1Xwk, 30mn/mo/cons.			\$155					4185.00
5. PT										
6. Speech/Language				Included in rate						
7. Transportation										
8. Other		10.6 AAC Consultation @\$170.00/hr								1813.00
9. Other		+4 hours OT consult @\$155.00/hr								620.00

MAXIMUM TOTAL RELATED SERVICES COST (B)

\$ 6,618.00

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B)

\$ 99,973.50

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

LEA

Holly  
(Signature)  
Holly WAITE  
(Type or Print Name)  
SMVSHSD  
(Name of LEA)  
650 N DELAWARE ST.  
(Mailing Address)  
SAN MATEO, CA 94401  
(City, State, Zip Code)

CONTRACTOR

[Signature]  
(Signature)  
Jonhetta Quesada  
(Type or Print Name)  
Morgan Autism Center  
(Name of NPS/NPA)  
950 St. Elizabeth Drive  
(Mailing Address)  
San Jose, CA 95126  
(City, State, Zip Code)

KEVIN SKELLY, Ph.D.  
SUPERINTENDENT / SMVSHSD