

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

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Milpitas Unified School District

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): **AchieveKids**

PUPIL NAME: \_\_\_\_\_ Gender  M  F

ADDRESS: \_\_\_\_\_  
Last First Middle CITY STATE: ZIP:

PUPIL TELEPHONE NUMBER \_\_\_\_\_ DOB \_\_\_\_\_

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

RESIDENTIAL SETTING:  HOME  JCS  FOSTER/LCI NAME: \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_

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, eg LH, SH, Clinical Rehab) Education Specialist Moderate/Severe or Mild/Moderate  
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 12, and/or the therapist/pupil ratio will be \_\_\_\_\_ If applicable, group size shall not exceed \_\_\_\_\_
- 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 8/15/2016, 01/15/17, 06/15/17.
- 8 Payment will be made for services provided Monday through Friday, only, based on hourly rates and attendance, as per the LEA calendar, dated: July 1st, 2016
- 9 Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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      217   Per Diem   \$299.95 =      TOTAL BASIC EDUCATION COSTS      (A)      \$      **65,089.15**

(Include extended school year days as appropriate to the pupil's IEP.)

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

|                        | Service Provider |     |       | Total Minutes<br>Per week<br>or Session | Cost per Session |         |          |       |       | MAX TOTAL<br>COST FOR<br>CONTRACT<br>PERIOD |
|------------------------|------------------|-----|-------|---|------------------|---------|----------|-------|-------|---|
|                        | Freq             | Dur | start |   | HOURLY           | DAILY   | WEEKLY   | INDIV | GROUP |   |
| 1. Aide Support        |                  |     |       |   |                  |         |          |       |       |   |
| 2. Counseling          |                  |     |       |   |                  |         |          |       |       |   |
| Individual             | 1 x              |     |       | 30 min wk                               | \$165.64         |         |          |       |       | \$ 3,644.08                                 |
| Group                  | 1 x              |     |       | 30 min wk                               | \$82.82          |         |          |       |       | \$ 1,822.04                                 |
| Family                 |                  |     |       |   |                  |         |          |       |       |   |
| 3. OT                  |                  |     |       |   |                  |         |          |       |       |   |
| Individual Consult     |                  |     |       |   |                  |         |          |       |       |   |
| 4. PT                  |                  |     |       |   |                  |         |          |       |       |   |
| 5. Speech /Language    |                  |     |       |   |                  |         |          |       |       |   |
| Individual             | 2 x              |     |       | 30 min wk                               | \$165.64         |         |          |       |       | \$7,288.16                                  |
| Group Consult          |                  |     |       |   |                  |         |          |       |       |   |
| 6. Transportation      | 217              |     |       |   |                  | \$84.86 |          |       |       | \$ 18,414.62                                |
| 7. Behavioral Services |                  |     |       | Weekly                                  |                  |         | \$165.65 |       |       | \$7,288.60                                  |
| 8. Vocational Services |                  |     |       |   |                  |         |          |       |       |   |

MAXIMUM TOTAL RELATED SERVICES COST (B)      \$      **38,457.50**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B)      \$      **103,546.65**

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, 2016 and terminates at 5:00 p.m. on June 30th, 2017 unless sooner terminated as provided herein.

LEA      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name  
Milpitas Unified School District

\_\_\_\_\_  
Name of LEA  
1331 E. Calaveras Blvd.

\_\_\_\_\_  
Mailing Address  
Milpitas, CA 95035

\_\_\_\_\_  
City, State, Zip Code

CONTRACTOR      Date: 6/23/16

*Thomas E. Drechsler*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Thomas Drechsler, Director of Educational Services  
Type or Print Name  
AchieveKids

\_\_\_\_\_  
Name of NPS/NPA  
3860 Middlefield Road

\_\_\_\_\_  
Mailing Address  
Palo Alto, CA 94303

\_\_\_\_\_  
City, State, Zip Code