

Waisman Consulting

Special Education Services Contract

This Contract is made and entered into this 17th Day of August 2020 between Suncoast Preparatory Academy (hereinafter referred to as “Charter”), and Waisman Consulting Inc, a Corporation. (hereinafter referred to as the “Providers)

1. **PROVIDERS.** Providers are acting as independent contractors. Neither of the Providers, officers, agents, employees, nor sub-contractors of the Providers shall be considered as officers, agents, or employees of the Charter.

Susana Waisman

Providers

Telephone Number

Street Address

Fax Number

City, State, Zip code

swaisman@waismanconsulting.com

E-mail Address

Tax Identification or Social Security Number

N/A

License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation X

Other

2. **NATURE OF RELATIONSHIP.** In performing all of the services, Providers shall be, and at all times are, acting and performing as independent contractors, on behalf of Suncoast Preparatory Academy and not as partners, agents, or employees of the school. Nothing contained herein shall be construed to be inconsistent with this relationship or status. The Providers will insure all materials, procedures, services, and subject matter complies with all California’s Department of Education regulations and Federal Individuals with Disabilities Education Act (IDEA) requirements.

Providers understand and agree to independent contractor status. Providers understand and agree that the filing and acceptance of this contract creates a rebuttable presumption and that the

Providers, are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, or any other benefit normally conveyed to Charter School employees.

Providers and or their sub-contractors will be responsible for payment of all associated payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this contract.

3. **SERVICES.** Providers shall coordinate special education service on behalf of the Charter as described in attached "Statement of Work" (Appendix A), including special education instructors, speech and language specialists, and other personnel as may be reasonably necessary to provide the services as mandated in a Charter student's Individual Education Program (IEP). "Statement of Work" shall contain an outline of special education services and support available to the Charter. Providers shall use their best efforts to coordinate all phases of the Charter's special education program, as required by special education law. In the event that there is any delay in completion of the work arising as a result of a problem within the control of Charter, Providers and Charter shall cooperate with each other to comply with special education law. Special education services will not be provided during any period of time the Charter takes holidays or breaks, or in the event of a student absence.

Charter shall furnish all tools, equipment, apparatus, facilities, and material necessary to support special education students, as identified and/or stated in their Individual Education Program (IEP), or will access El Dorado Charter SELPA services, supports, or low incidence funds for the purposes of implementing a student's IEP.

The Charter may request additional services from Provider in addition to those outlined in "Statement of Work," Such additional services will be provided by Provider only if the parties mutually agree upon the specific additional services, the scope of such additional services, and the additional compensation to Provider for such additional services. Additional services may include but are not limited to the following non-special education functions: Student Success/Study Team, Screenings, compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

4. **TIME OF PERFORMANCE.** The term of this Contract is for the period of August 17, 2020 through June 30, 2021 and shall be undertaken and completed in such sequence as to assure their full completion in accordance with the purposes of this Contract.
5. **PAYMENT AND EXPENSES.** All payments due to Providers are set forth in the "Schedule of Fees" (Appendix B) attached hereto and shall be paid by the Charter within thirty (30) days of receipt of a proper invoice from Providers, that sets forth in reasonable detail the Services performed.

Provider shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Charter's special education program to the extent necessary to assure proper provision of services to students, or to assist in the defense of any claim or threatened claim against Provider or their personnel to which such record or chart may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student and/or patient records. Providers and/or their personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and any other applicable laws, unless law otherwise permits the disclosure.

6. **ASSIGNMENT AND SUBCONTRACTORS.** At their discretion, the Providers may elect to assign, or subcontract with other special education vendors for the purpose of providing special education services.

Providers shall be compensated for all time spent by providers or their representatives providing special education services which consist of instruction or therapy to students in the Charter, or consultation/technical assistance to Charter staff, and parents of students in the Charter. If a student in the Charter is not in attendance on the day of scheduled therapy, Provider or their representative must give sufficient notice or the session will be billed to the Charter, and a make-up service will not be offered.

7. **TERMINATIONS OR AMENDMENTS.** This Contract may be terminated or amended in writing at any time by mutual consent of the parties hereto, or upon 45 days advance notice by either party. In the event of cancellation prior to completion of the specified services, all finished or unfinished documents, data, studies, and reports prepared by the Providers under this contract shall become the property of the Charter School. The Providers shall be entitled to receive just and equitable compensation for any work completed on such items.

The parties to this Contract shall be excused from performance there under during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.

8. **WARRANTY.** Providers hereby warrant to Charter that the work and services shall be performed in a professional and workmanlike manner consistent with the highest industry standards. Providers will furnish proof of general liability insurance to the Charter for proof of coverage while in performance of their contractual obligations under this contract.

9. **ADDITIONAL WORK.** If changes in work or services are merited by the Providers or the Charter, either party will contact the other in writing to summarize proposed amendments to this contract.

10. **NOTICE.** Any notice or instrument required to be given or delivered by this contract may be given or delivered by depositing the same in a United States Post Office to:

Providers:
Susana Waisman
Waisman Consulting, Inc.
PO Box 2235
Rancho Santa Fe, CA 92067

Charter:
Kimberleigh Kopp
Suncoast Preparatory Academy
2030 University Drive
Vista, CA 92083

Such notice or instrument shall be effective upon receipt thereof.

11. **COMPLIANCE WITH LAWS.** Providers hereby agrees that, agents, employees, and sub-contractors of Providers shall obey all local, state, and federal laws in the performance of this contract, including, but not limited to minimum wages and/or prohibitions against discrimination.

Providers, officers, agents, employees and/or sub-contractors of Providers shall secure and maintain in force such licenses, permits, and health clearances as are required by law, in connection with the furnishing of the services to students of the Charter.

12. **INSURANCE AND JOB SAFETY.** Providers understand that s/he is not covered by any Charter School, or Workers' Compensation insurance. Personal liability, property damage, and automobile insurance are the responsibility of Providers and each individual sub-contractor or agent. Charter School students are not to be transported at any time by the Providers or their representatives in their private vehicle.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting. Costs of fingerprinting are the responsibility of the Providers or their sub-contractors.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis. Cost of tuberculosis screening is the responsibility of the Providers or their sub-contractors.

13. PROTECTION OF WORK AND PROPERTY. Providers shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Providers are permitted, without special instruction or authorization from the Charter, to act at its discretion to prevent such threatened loss or injury.

14. LAWS, VENUE, AND ATTORNEY FEES. This contract and the obligations of the Charter School hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time. In the event of any special education Due Process or Fair Hearing litigations, the Providers will offer the Charter legal advice and technical support, however legal representation and any incurred costs is at the sole discretion and expense of the Charter.

This Contract shall be interpreted in accordance with the laws of the State of California.

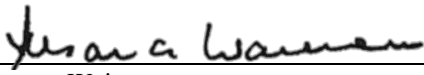
15. INDEMNIFICATION. Providers and Charter agree to indemnify, and hold each other (its officers, agents, employees, and/or volunteers) from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Providers or those of any of its officers, agents, employees, or subcontractors, whether such act or omission is authorized by this contract or not.

16. NATURE OF CONTRACT. This contract constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or contracts other than those contained herein.

17. ARBITRATION. Any dispute arising under this contract, including, without limitation, all disputes relating in any manner to the performance or enforcement of this contract shall be resolved by arbitration in accordance with the rules promulgated by JAMS, by a neutral arbitrator who is either a member of the JAMS panel or an independent neutral arbitrator.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

Kimberleigh Kopp
Suncoast Preparatory Academy



Susana Waisman
Waisman Consulting, Inc.

APPENDIX A

STATEMENT OF WORK

Compliance Review— Develop plans and procedures for records review for compliance with Individuals with Disabilities Education Act (IDEA) and State special education mandates, which may include the following:

- (a) Provide audit of Individualized Education Programs (IEP's) including review and maintenance of files for all identified Special Education students to determine current IEP status and eligibility.
- (b) Obtain missing IEP's and related records for students with exceptional needs who attend the Charter, and obtain required parent authorization for assessment and services.
- (c) Monitor and schedule initial evaluations, re-evaluations; third year evaluations; and identify the necessary special education services to bring the charter school into compliance with state and federal requirements as well as the requirements of each child's IEP.
- (d) Provide data collection for all State required reports and or special education audits

Evaluations/Assessments — Conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state law and regulations in order to determine student's level of functioning for the development of an initial IEP or to evaluate the student's annual or three-year progress on his or her IEP. All assessments will be conducted by appropriately licensed and/or credentialed personnel including psychologists, speech and language specialists; resource specialists, or other designated instruction service provider. Charter will receive a written report of such assessments, re-evaluations and triennial evaluations in compliance with federal and state laws and regulations.

Individual Education Program (IEP) Development — Provide administrative services to develop IEP's for eligible students to ensure compliance with state and federal requirements. Such administrative services shall include:

- (a) Written progress notes provided to Charter as frequently as progress of general education students is reported by the Charter.
- (b) IEP meeting attendance, and IEP development as requested by the Charter

Individual Plan Meeting Attendance — Attendance by Providers may include writing of IEP's and establishment of individual goals and objectives if requested by Charter. Attendance by one or more Providers and/or their representatives will be billed at each specialist's hourly rate.

Appendix A
Continued

Special Education Services –Providers shall coordinate delivery of all special education services to those students of Charter deemed eligible by conducting:

- (a) Review of IEP’s and/or related student records
- (b) Pre/Post testing to establish baseline and progress data.
- (c) Establishment of individual goals and objectives as necessary.
- (e) Individual, small group services OR collaborative/integrated services (full-inclusion).
- (e) Consultation with parents, teachers, and administrators.

Special education services shall include Pre-Formal (Pre-School), mild to moderate (Resource Specialist and Special Day Class); Moderate to Severe, or Designated Instructional Services (DIS such as: Speech, Occupational Therapy, etc.) as necessary. If Providers believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated in this contract, or are otherwise cost prohibitive in light of the rates set forth in Appendix B (collectively, “Extraordinary Services”), Provider shall identify such student(s) in writing to the Charter, and Charter and Provider shall, within ten (10) business days of such notice, meet and negotiate in good faith regarding additional compensation to Providers for such Extraordinary Services. In the event Providers are unsuccessful in recruiting a specialist required to implement any portion of a student’s IEP, the Charter agrees to hold the Providers harmless.

Development of reports as requested by Charter: As requested, Providers will assist Charter administration in developing proposals for new schools being planned. These services may include but are not limited to review of SELPA Local Plans, assistance in development of Memorandum of Understandings (MOUs), applications for the Charter to become their own local education agency (LEA), budget development based upon the AB 602 funding model, etc. Development of these kinds of data will be billed by the Provider at their hourly rate.

APPENDIX – B

SCHEDULE OF FEES

All services are billed at an hourly rate regardless whether the provider is working with individuals or small groups of students

- Special Education Administrator \$125 per hour
- Administrative Designee
 - Write and/or Review IEPs for compliance \$75 per hour
 - SPED Administrator Designee at IEP meetings \$125 per hour
- Psychologist (Assessment, IEP Development, IEP Meeting Attendance) \$800 per Assessment
 - If more than one IEP meeting needs to be held the Psychologist will bill an hourly rate for attendance to IEP meetings \$90 - \$100 per hour
 - Additional assessments not included in normal assessment battery \$90 - \$100 per hour
- Psychologist – Individual and/or Group Counseling \$100 - \$150 per hour
- Behavioral Assessments (ERMHS, FBA) \$800 per Assessment
- Behavioral Support \$90 - \$100 per hour
- Speech and Language \$110 - \$150 per hour
- Occupational Therapy/Physical Therapy \$110 - \$150 per hour
- APE \$105 per hour
- Audiologist \$200 - \$250 per hour
- Low Incidence Teachers (DHH, VI, O&M) \$100 - \$120 per hour
- Clerical support \$40 per hour
- Technical support/Compliance \$50 per hour

