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NONPUBLIC SCHOOLS

11.1 NONPUBLIC SCHOOL/AGENCY PLACEMENT PROCESS

Before a LEA or SCCOE places a student with a disability in, or refers a student to, a nonpublic school (NPS), the LEA or SCCOE shall hold an IEP team meeting to review the IEP.

The IEP team may recommend a NPS placement when a public school placement cannot be identified, which will appropriately meet the student's needs. The IEP team shall take steps to find an appropriate placement in a public program operated by another LEA or the SCCOE special education programs. Following determination by the IEP team that the student requires a NPS placement, the LEA in consultation with parents and other public agencies, (which may have financial responsibilities for the placement of the student) will select one or more nonpublic schools to determine which one can implement the student's IEP. (EC 56342)

11.2 OUT-OF-STATE NONPUBLIC SCHOOL PLACEMENTS

Before contracting with a NPS outside of California, the LEA or SCCOE shall document its efforts to utilize public schools or to locate an appropriate NPS within the state.

If a LEA or SCCOE decides to place a student in a NPS outside of this state, the LEA shall indicate the anticipated date for the return of the student to a public school or NPS or a combination thereof, located in the state and shall document efforts during the previous placement year to return the student.

If a LEA or SCCOE places a student with a NPS outside of this state, the student's IEP team shall submit a report to the superintendent within 15 days of the placement decision. The report shall include information about the special education and related services provided by the out-of-state program placement and the costs of the special education and related services provided, and shall indicate the efforts of the LEA to locate an appropriate public school or NPS or a combination thereof, within the state. The superintendent shall submit a report to the State Board of Education on all placements made outside of this state. (E.C. 56365(a))

(See Chapter 11 Appendix A – CDE Out of State Placement Report)

11.3 INITITIATION OF INDIVIDUAL SERVICES AGREEMENT (ISA)

The Master Contract shall specify the general administrative and financial agreements, including teacher-to-pupil ratios, between the NPS and the LEA to provide the special education and related services, as well as transportation specified in each student's IEP. The administrative provisions of the contract also shall include procedures for recordkeeping and documentation, and the maintenance of school records by the contracting local educational agency to ensure that appropriate high school graduation credit is received by each pupil. The contract may allow for partial or full-time attendance at the NPS.

The master contract shall include an individual services agreement for each student placed by a LEA that will be negotiated for the length of time for which the NPS special education and designated instruction and services are specified in the student's IEP.

The master contract shall include a description of the process being utilized by the LEA to oversee and evaluate placements in nonpublic schools, as required by federal law. This description shall include a method for evaluating whether each student is making appropriate educational progress. At least once every year, the LEA shall do all of the following and, to the extent possible, the following shall be conducted as part of the development and provision of an IEP:

- a) Evaluate the educational progress of each student placed in a NPS including all state assessment results;
- b) Consider whether or not the needs of the student continue to be best met at the NPS and whether changes to the IEP of the student are necessary, including whether the student may be transitioned to a public school setting. This consideration shall be made at an IEP Team meeting;
- c) Changes in educational instruction, services, or placement provided under contract may only be made on the basis of revisions to a student's IEP. At any time during the term of the contract or individual services agreement, the parent, the NPS, or the LEA may request a review of a student's IEP by the individualized education program team;
- d) Changes in the administrative or financial agreements of the master contract that do not alter the individual services agreement that outlines each student's educational instruction, services, or placement may be made at any time during the term of the contract as mutually agreed by the NPS and the LEA.
- e) The master contract or individual services agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to a public school program. To terminate the contract either party shall give 20 days' notice;

- f) The NPS shall provide all services specified in an IEP, unless the NPS, and the LEA agree otherwise in the contract or individual services agreement;
- g) Related services provided pursuant to a NPS master contract shall only be provided during the period of a student's regular or extended school year program, or both, unless otherwise specified by the student's IEP;
- h) The NPS shall report attendance of students receiving special education and related services;
- A NPS is subject to the alternative accountability system in the same manner as public schools and each student placed in the NPS shall be tested by qualified staff of the NPS in accordance with that accountability program. The test results shall be reported by the NPS to the department;
- j) Beginning with the 2006-07 school year testing cycle, each NPS shall determine its STAR testing period. The NPS shall determine this period based on completion of 85 percent of the instructional year at that NPS, plus and minus 10 days, resulting in a 21-day period. Each NPS shall notify the district of residence of a student enrolled in the school of its testing period. Staff at the NPS who administer the assessments shall attend the regular testing training sessions provided by the district of residence. If staff from a NPS have received training from one LEA, that training will be sufficient for all LEAs that send student to the NPS. The district of residence shall order testing materials for its students that have been placed in the NPS. The board shall adopt regulations to facilitate the distribution of and collection of testing materials;
- k) The NPS shall prepare a school accountability report card;
- I) The master contract or individual services agreement shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by a LEA for students enrolled in the NPS unless provided directly or subcontracted by that NPS.

If a student is enrolled in a NPS, the approval of the LEA prior to agreement to a contract or individual services agreement, the LEA shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated.

If after 60 days the master contract or individual services agreement has not been finalized either party may appeal to the county superintendent of schools, if the county superintendent is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract, or the superintendent, if the county superintendent is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the

county superintendent or the superintendent, or his or her designee, shall mediate the formulation of a contract, which shall be binding upon both parties.

A master contract for special education and related services provided by a nonpublic, nonsectarian school or agency may not be authorized under this part, unless the school or agency has been certified as meeting those standards relating to the required special education and specified related services and facilities for individuals with exceptional needs. The certification shall result in the school or agency receiving approval to educate pupils under this part for a period no longer than 18 months from the date of the initial approval.

When written parental consent to the placement has been obtained, the authorized representative of the student's district of residence is responsible for initiating contract negotiations with the nonpublic school, agency or institution. The following provisions appear in Education Code 56366:

- The contract shall specify the administrative and financial agreements between the nonpublic school and the district, SELPA or county office to provide the services included in the pupil's IEP. The rates determined at that time shall not be increased for the duration of the contract unless mutually agreed upon by both parties. The contract may allow for partial or full-time attendance at the nonpublic school. The administrative provisions shall include procedures for record keeping and documentation and the maintenance of school records by the contracting district, SELPA, or county office to insure that appropriate high school graduation credit is received by the pupil.
- The contract shall be negotiated for the length of time for which nonpublic school services are specified in the pupil's IEP.
- Changes in educational instruction, services or placement provided under contract may only be made on the basis of revisions to the student's IEP.
- The contract may be terminated for cause. Such cause shall not be the availability of a public class initiated during the period of the contract, unless the parent agrees to the transfer of the pupil to a public school program. To terminate the contract, either party shall give 20- day notice.
- The nonpublic school shall provide all services specified in the IEP, unless the nonpublic school and the district, SELPA, or county office agrees otherwise in the contract.
- All districts, SELPAs, and county office will use an "Individual Agreement for nonpublic, Nonsectarian School Agency Services" that has been approved by the State.

11.4 PROGRESS REPORTS

As specified in the original contract agreement, the nonpublic school shall provide written reports of the educational progress of individuals placed in the school. The contractual services agreement between the educational agency and the nonpublic school agency follows the State Master Contract form and includes the following terms and conditions pertaining to pupil progress evaluation:

- The nonpublic school is required to comply with all elements of the student's IEP.
- The nonpublic school is required to provide the IEP Team with written behaviorally specific and/or performance-based documentation of its compliance with all elements of the IEP.
- The local district is required to review, at least annually, the student's IEP and to assess and evaluate the educational progress of each student placed in nonpublic school.
- The nonpublic school shall comply with Education Code section 48911.5, which requires the NPS site principal to have the same duties and responsibilities with respect to the suspension of pupils with previously identified exceptional needs as set forth in section 48911.
- The nonpublic school is required to allow representatives of the contracting educational agency to monitor, assess, and verify pupil progress through site visits conducted at reasonable intervals.

11.5 TRANSPORTATION OF STUDENTS

The IEP Team determines whether transportation to and from the nonpublic school is required as part of the student's IEP. The local district may provide transportation or may reimburse the parent or nonpublic school subject to a written agreement or contract for cost of actual and necessary travel incurred in transporting the individual with special needs at a rate to be determined by the public education agency governing board. The rate shall be no less than the rate allowed for travel by the public education agency employees.

Special education transportation services included in the NPS contract may not be provided through the use of equipment owned or leased by a district, SELPA, or county office unless through a waiver under Education Code Section 56366. The request for waiver will include information and assurances that the use of the equipment owned or leased by the contracting agency costs less than equipment of a private vendor, and that the service is specified in the pupil's IEP and individual services agreement.

11.6 TRANSITION OF STUDENTS FROM ELEMENTARY TO HIGH SCHOOL DISTRICT

An elementary school district shall notify a high school district of all students placed in nonpublic schools prior to the annual review of the IEP for each student, who may transfer to the high school district.

When a student with a disability meets LEA requirements for completion of a prescribed course of study and adopted differential proficiency standards, as designated in the student's IEP, the LEA, which developed the IEP, shall award the diploma.

11.7 CHANGE OF PUPIL RESIDENCE

11.7.A Transfer of Student Receiving Services in Nonpublic School

When a student, receiving services in a NPS, moves outside of the boundaries of the local district, the parent shall immediately report the change of residence to the administrator of both the former and new public school and the NPS. As agreed by the terms of the contract, the contracting NPS shall immediately notify the LEA in both the former and new residence areas. The superintendent (or designee) of the local district making payment to the NPS must immediately notify the new local district of the transfer and provide a copy of the student's records, including the IEP, and the contract for services with the NPS. The fiscal responsibility of the former local district shall terminate on the last day of the student's residence in that district.

Within (15) working days of receiving the student's records, the receiving district in the SELPA shall conduct a review of the student's IEP to determine whether or not the NPS placement is still appropriate. The following factors shall be considered in determining the appropriateness of the pupil's current placement:

- No appropriate public education program is available.
- To move the student at the time of change of residence would be harmful to the health, welfare or educational progress of the individual.
- The NPS continues to be within a reasonable distance and/or travel time from the home of the student.
- Other contingencies that necessitate the individual remaining at the NPS as determined by the IEP team.

If the student's NPS placement is considered appropriate in keeping with the federal mandate of the least restrictive environment, the receiving LEA shall negotiate a new contract for services with the NPS. If the placement is considered inappropriate, the new LEA shall, after a review of the IEP and with the consent of the parent/guardian, provide the needed special education services and facilities.

11.7.B Transfer of Student in a Residential Nonpublic School

When a student was placed and residing in a residential NPS prior to transferring to a school district in another special education local plan area, and this placement is not eligible for funding pursuant to Section 56836.16, the special education local plan area that contains the district that made the residential NPS placement shall continue to be responsible for the funding of the placement, including related services, for the remainder of the school year. An extended year session is included in the school year in which the session ends. (EC 56324(c))

11.8 OUT- OF- HOME PLACEMENTS

Determining the responsibility for payment for NPS costs for students in outof-home placements requires consideration of two factors: (1) which agency placed the student (i.e., the purpose of the placement); and (2) where the student was placed.

11.8.A Out-of-Home Placements by Courts, Social Services, Regional Center and Other Public Agencies.

1. Residential Costs

Placements made by courts, social services and regional centers and are not made by LEAs are not necessary for the student to receive a free appropriate public education; in most of these cases, the student's district of residence (i.e. the district in which their parents or legal guardians reside) is not financially responsibility for the costs associated with the residential placement.

In those cases where an educational agency did not make the placement decision, the court, regional center for the developmentally disabled, or public agency (other than an educational agency) placing the individual in the institution or home will be responsible for the residential and other non-educational costs. (EC 56159, EC 56155)

2. Educational Costs for Nonpublic School Placement

<u>Licensed Children's Institutions (LCIs)</u>: If the IEP team determines that NPS placement is necessary to meet the goals of the IEP, and the student is placed in a licensed children's institution (LCI) the educational costs will the responsibility of the LEA in which the institution is located (EC 56156.4). Students residing in a licensed children's institution within the physical boundaries of the NSCC SELPA, the SCCOE will be considered the student's district of residence and the SCCOE will be responsible for educational placement costs as delineated in the NSCC SELPA's Funding Allocation Model.

<u>Foster Family Home</u>: If the student is in a foster family home (FFH) the NPS costs are the responsibility of the LEA in which the foster family home is located (EC 56156.5 (c).)

Homeless Shelter: When students are placed by a court or non-educational public agency in a homeless shelter, the student's school district of residence will be the district where his/her parent or legal guardian resides unless the shelter staff have executed a caregiver affidavit with regard to the student. When a caregiver affidavit has been executed, the district where the shelter is located will be responsible for educating the student (EC 48204(d).)(EC 56365(f)

11.8.B Placements by LEAs through an IEP Process Determination in Therapeutic Residential Treatment Facility (In-state or Out-of-State)

With the passage of AB 114, it is clear that local educational agencies (LEAs) are now solely responsible for ensuring that students with disabilities receive special education and related services, including some services previously arranged for or provided by county mental health agencies. This may include residential care when the individualized education program (IEP) team determines those services are necessary for the student to benefit from his or her education.

1. Educational Costs for Non Public School Placement

If the IEP team determines that NPS placement is necessary to meet the goals of the IEP, and the student is placed in a therapeutic residential treatment facility or licensed children's institution (LCI), the educational costs will the responsibility of the LEA making the placement.

2. Residential Costs

Residential Placement (34 CFR 300.104)

"If placement in a public or private residential program is necessary to provide special education and related services to a child with a disability, the program including non-medical care and room and board, must be at no cost to the parents of the child." This may include residential care when the individualized education program (IEP) team determines those services are necessary for the student to benefit from his or her education.

11.8. C Travel Reimbursement Guidelines for Out-of-County Residential Nonpublic Schools

The following are the guidelines related to parent visitations to students placed in residential facilities per a student's IEP:

- 1. Parent shall be reimbursed for transportation, lodging and related costs associated with a student's initial placement; subsequent therapeutic visits for a parent to meet with the student's therapist at the therapeutic residential facility; or the student's therapeutic visits home when procedures and guidelines set forth are followed.
- 2. The reimbursement of four (4) round trips per fiscal school year (July 1-June 30) is provided when procedures are followed, documentation requirements are met and approval is given by the LEA's Special Education Administrator or designee. Only preapproved therapeutic visits requested by the NPS Therapist for family therapy will be authorized for reimbursement.
- 3. The total costs per fiscal year may not exceed a maximum of \$2400. Reimbursement will be provided for transportation, lodging, and related costs as specified on *Travel Reimbursement Guidelines* (Exhibit A) for a maximum of two (2) nights and three days per visit. Since the purpose of the visit is to engage in family therapy with your child, visitations must be scheduled on weekdays (Monday through Friday) and excluding holidays that fall on weekdays.

To assist you in meeting the requirements for the reimbursement of appropriate travel expenses, the following forms are attached:

- 1. Travel Reimbursement Guidelines (Exhibit A)
- 2. Travel Reimbursement Claim Form (Exhibit B)

Parents are to be provided the guidelines to review and make four (4) copies of the claim form. Complete a claim form for each trip taken and submit it together with the appropriate **itemized original receipts**. Make a copy of the receipts and documents you will submit to keep copies for your records. Submit claims to LEA.

(See Appendix B – Travel Reimbursement Guidelines for Out of County Residential Nonpublic Schools – Exhibits A & B.)

Appendix A – CDE Out of State Placement Report

Appendix B – Travel Reimbursement Guidelines for Out of County Residential Nonpublic Schools – Exhibits A & B

Reporting of Out-of-State Nonpublic, Nonsectarian School and Agency Placement California *Education Code* 56365(f)

This report is required to be submitted within 15 days of the placement decision to:

Interagency-Nonpublic Schools/Agencies Unit

Special Education Division

California Department of Education

1430 N Street, Suite 2401

Sacramento, CA 95814

Phone 916-327-0141 FAX: 916-327-5233

1.	Placing Agency:				
	Address:				
	City: Sta	Zip:			
	Contact Person (Print Full Name):		·		
	Signature:				
2.	Student ID# :	Birth Date:			
3.	Name of Out-of-State School/Agency:	2			
	Is the Program California-Certified? Yes N (A waiver is required for noncertified programs.)	lo			
	Address:				
	City: Sta	Zip:			
	Contact Person (Print):	Telephone:			
4.	Date of Placement:	For School Yea	ar(s):		
	Anticipated Date of Return to a California Placement:				
5.					
	4 Check appropriate box				
	FULL DAY, nonpublic, nonsectarian SCHO	Contract Cost:			
	PARTIAL DAY, nonpublic, nonsectarian SC	CHOOL placement	Contract Cost:		
	RESIDENTIAL, nonpublic, nonsectarian SC (Use only if your agency is paying residential)		Contract Cost:		
	FULL DAY, nonpublic, nonsectarian AGEN	CY placement	Contract Cost:		
	·	PARTIAL DAY, nonpublic, nonsectarian AGENCY placement			

5.	Out-of-State Pupil Placement and Costs (continued).
6.	Related Services. List and identify cost of related service(s). Use additional sheets, if necessary.
7.	Describe the efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency, or a combination, thereof, within the State of California.

Direct questions regarding this form to the Nonpublic Schools and Agencies Unit by e-mail at npsa@cde.ca.gov or by phone at 916-327-0141.

(Rev. October 2011)

TRAVEL REIMBURSEMENT GUIDELINES FOR OUT OF COUNTY RESIDENTIAL NONPUBLIC SCHOOLS (Exhibit A)

Your child may be enrolled in a residential school outside of Santa Cruz County. You or your child's travel associated with the child's initial placement, subsequent therapeutic visits for you to meet with your child and his/her therapist at the Residential Nonpublic School or your child's therapeutic visits home may be reimbursable by the Local Education Agency (LEA). The reimbursement of one round trip per quarter for a total of four (4) round trips per fiscal year (July 1-June 30) is provided when procedures are followed, documentation requirements are met and approval is given by the LEA. Reimbursement will be provided for transportation, lodging, and related costs as specified below for a maximum of two (2) nights and three days per visit. Since the purpose of the visit is to engage in therapy with your child, visitations must be scheduled on weekdays (Monday through Friday) and excluding holidays that fall on weekdays. Only pre-approved therapeutic visits requested in writing by the NPS Therapist for family therapy will be authorized for reimbursement.

Please use *Travel Reimbursement Claim Form* (Exhibit B). All travel must be approved for initial placements, family therapy/counseling, and therapeutic home visits.

GUIDELINES FOR REIMBURSEMENT

- Parent and nonpublic school must notify the Department of Special Education at least twenty-one (21) calendar days in advance of the trip.
- Purchase of airline tickets must be made twenty-one (21) days in advance of travel.
- Nonpublic school must provide the LEA with written documentation of the exact date(s) of therapy session(s) before travel approval is granted. Note: If more than one day of family therapy is requested, sessions must be on consecutive calendar days only (two days maximum).
- LEA will contact parent and confirm that trip is approved and eligible for reimbursement.
- Parent and/or nonpublic school are responsible for making all travel arrangements.
- Parent is responsible for submitting original itemized receipts for allowable expenditures. Parent must make a copy of the itemized receipts and documents for personal records. Organize receipts by date.
- Claim form and original documentation are to be submitted to LEA.
- Requests for reimbursement must be made within 30 days after travel.

ALLOWABLE EXPENDITURES FOR REIMBURSEMENT

- **Airfare**-Coach class-submit passenger ticket receipts for student and/or parent indicating date, passenger name, destination, and cost. If a trip is postponed, reservations should be cancelled immediately.
- Automobile mileage-allowance for transportation by private automobile to and from the residence of the student and the nonpublic school at the IRS approved rate or air fare coach class whichever is most economical.
- **Hotel**-itemized original payment documentation. Contact NPS for recommendations re: suggested hotels (Maximum allowable daily rate \$75.00)
- Rental car agreements and fuel receipts- not to exceed compact/economy rental rate itemized original payment documentation. (Maximum two day car rental) Allowable car rental fees: daily rate, airport concession fee, and taxes only. Pre-paid fuel will not be reimbursed. Fuel costs will only be reimbursed for trips between airport/hotel/NPS.
- Mileage reimbursement for private vehicle use between student's home and nonpublic school may not exceed estimated costs of roundtrip airfare and car rental
- **Meals**-reimbursement shall not exceed a maximum of \$40.00 per day of travel (per adult, per day) and limited to specific meal limits with itemized original payment documentation indicating the date, name and location of the restaurant.

TRAVEL REIMBURSEMENT CLAIM FORM - (Exhibit B)

NPS Student	Nonpublic School/Residential			
Name of person submitting claim:				
Address:	Phone:			
Person Traveling:	Signature of Person traveling:			

NON-ALLOWABLE EXPENDITURES FOR REIMBURSEMENT

- First Class/Business Class Airfare
- Cost of checked baggage
- Travel expenses for siblings, extended family, friends or advocates
- Mid-size, intermediate or luxury class car rentals
- Any additional car rental fees such as insurance coverage, damage waiver, navigation system, fuel costs by car rental company
- Student meals
- Meals/Snacks in the San Francisco /Monterey Bay areas
- Entertainment related expenses (i.e., amusement parks, sporting events, movies, etc.)
- Alcoholic beverages, snack, tips
- Trips originating outside of Santa Cruz area
- Weekend trips
- Visitations to NPS sites prior to placement

Beginning date of travel:End	ing date of travel:	Date(s)		
TRANPORTATION (Air, Car Rental (max	DAY 1	DAY 2	DAY 3	
two days), Shuttle, Taxi)	DATE:	DATE:	DATE:	
Type:	\$	\$	\$	
Type:	\$	\$	\$	
Type:	\$	\$	\$	
Type:	\$	\$	\$	
STANDARD HOTEL RATE				
(Maximum daily rate - \$ 75.00)	\$	\$	\$	
ADULT DAILY MEAL ALLLOWANCE				
Limits per adult per day:	B: \$	B: \$	B: \$	
Breakfast: \$ 7.00	L: \$	L: \$	L: \$	
Lunch: \$10.00	D: \$	D: \$	D: \$	
Dinner: \$ 23.00	Total	Total	Total	
OTHER RELATED EXPENSES				
	\$	\$	\$	
	\$	\$	\$	

- > All requests for reimbursement must be accompanied by itemized, original dated receipts. No reimbursement shall be made without such receipts. Receipts must specify date and the exact cost of each item for which reimbursement is requested.
- > Organize receipts by date and submit no later than 30 days after travel
- **Keep copies for your files**
- Allow 45 business days for review and receipt of payment

OFFICE USE ONLY:	Trip	Trip#	1	2	3	4	
Signature of District Administrator for Approval	Date		(Please Circle)				