

Purchase Order # 220762



**Mt. Diablo Unified School District**  
1936 Carlotta Drive  
Concord, CA 94519

Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Seneca Family of Agencies (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on July 1, 20 21 and the parties agree to amend that Agreement as follows.

1. **Services:** (Check and complete ONE of the options below).

CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. **Terms:** (Check and complete ONE of the options below).

The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20 \_\_\_\_.

The contract term is unchanged.

3. **Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

The rate is amended by an  increase of  decrease of \$ \_\_\_\_\_ for \_\_\_\_\_  
*type of service*

The contract amount is amended by an  increase of  decrease of \$ 84,000.00 to original contract amount.

The amended contract  amount  rate is now \$ 99,452.00

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

**Mt. Diablo USD**

**Mt. Diablo USD**

**Contractor**

**Board Approval (if needed)**

By: \_\_\_\_\_  
*Budget Administrator/Principal*

By: \_\_\_\_\_  
*Superintendent or Designee*

By: [Signature]

Docket Number: \_\_\_\_\_  
*Agenda Item Number*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/23/2021

Date: \_\_\_\_\_



## Non-Public, Non-Sectarian School/Agency Services

### Addendum to Master Contract

This document serves as an Addendum to the Master Contract for the 2021 – 2022 school year, currently signed between the Mount Diablo Unified School District and Seneca Family of Agencies. Both parties hereby agree to modify the existing contract agreement to include the following change(s).

#### Addition to Rate Schedule:

- General Program Tuition Daily Rate: \$210/day
- Educationally Related Mental Health Services (ERMHS): \$271/enrollment day

#### Section 26(a) is hereby deleted and replaced in its entirety with:

##### 26. CALENDARS

a) When CONTRACTOR is a Non-Public School, the CONTRACTOR shall submit to LEA a school calendar with the total number of billable days **at least equal** to 180 days for the regular school year, plus extended school year billable days as determined by the IEP/IFSP team ((34 CFR § Section 300.106); a minimum of 20 instructional days (excluding July 4th). Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each student. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students IEP/IFSP, educational services shall occur at the school site.

#### Additional Terms:

##### PARTNERSHIP STAFFING

Our work as partners represents our shared commitment to improving educational opportunity for those who have traditionally been excluded. We recognize that our staff are our greatest asset in our ability to make a substantial contribution to the students, families, schools and communities we serve. To deliver the highest quality services to our school/district partners, we make a substantial upfront and ongoing investment to building the knowledge, skills, and professional practice of each of our staff. We have developed pipeline programs to identify, recruit and train talented individuals into areas facing critical staffing shortages across the state and operate our Institute for Advanced Practice to provide ongoing training on best practice in the fields of special education and mental health. We believe that this commitment to quality is, in part, what has drawn you to choose us as partners in this work.

To ensure our ongoing capacity to provide high quality services to our school/district partners, we rely on the retention of the staff in whom we have invested. As such, during the term of this Agreement and for one year following the termination of this Agreement, we ask that school/district partners not hire, nor solicit for hire, either directly or indirectly, any of Seneca's employees or contractors who have rendered services to the school on behalf of this Agreement. As your partners, Seneca will not solicit any staff member who is a collaborator under this agreement. On rare occasions it may be that Seneca and the District will agree to transfer the employment of a particular staff to the other entity. In this type of situation, the transfer will occur as an exception, and only through the development of a written agreement.

#### DATA SHARING

Purpose - In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.

Scope and Data Elements - Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.

Transfer of Data - The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.

#### Contractor Responsibilities

1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
2. Seneca/ION will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
3. Seneca/ION shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
4. Seneca/ION shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.

All other conditions in the original contract dated 7/1/2021 will remain in effect as agreed unless Seneca Family of Agencies and/or the contracting LEA, Mount Diablo Unified School District both agree to make future change, which would require future addendums.

**The parties hereto have executed this contract by and through their duly authorized agents or representatives.**



8/20/2021

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Janet Briggs, CFO  
Seneca Family of Agencies

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Date

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Wendi Aghily, Ed.D. Chief of Pupil Services and Special Education  
Mount Diablo Unified School District

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Date