



Board Agenda Item #	Agenda # II A
Date:	March 9 th , 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	Approval of Direct ED as a Vendor for 2016-17

Proposed Board Recommendation

I move that the board approve Direct ED as an approved vendor for substitute and special education services completed in 2016-17.

Background

The Home Office is trying to increase the number substitute companies in order to give each school site more options in case of substitute shortages.

Budget Implications

- Amounts/ Funding Source: General Unrestricted. Schools budget for substitute services
- CFO Approval- This item has no fiscal impact

How Does This Action Relate/Affect/Benefit All MSAs?

Direct ED provides credentialed long-term substitute teachers as well which may help school sites serve students with better-credentialed substitutes. Direct ED also provides special education and school psychologist services as well as special education testing services with staff who have necessary credentials.

Name of Staff Originator:

Suat Acar, Chief Operations Officer

Attachments

- Direct ED Substitute Teacher rates for 2016-17
- Direct ED Special Education Rates
- Direct ED Service Agreement



Substitute Department 2016-2017 Rate Sheet

Day-to-Day Rates and Fees

Substitute Teacher Employees	Daily Rate
DirectEd will evaluate School's bell schedule and the daily rate will be based on adding 15 minutes to the start and end time of School's schedule. An additional 15 minutes may be added to the start of the workday if a morning break is not included in the school's bell schedule. Lunch is deducted from the calculation of hours and is therefore unpaid. All substitute teachers are verified to have at minimum a 30-Day Substitute Permit.	
Half Day - Fewer than 5 hours	\$147
Full Day - 5 - 8 hours	\$215

Hourly Employees	Hourly Rate
Hourly employees may not have 30-Day Substitute Permit and are not allowed to supervise classrooms independently and should not be left alone with students for extended periods of time. Lunch is deducted from the calculation of hours and is therefore unpaid.	
Teacher Assistant - 6 hour minimum	\$24
Office Assistant -6 hour minimum	\$24
Certified Nursing Assistants -6 hour minimum	\$28
1:1 Special Education/Student Aide -6 hour minimum	\$28
CPI Certified Special Education/Student Aide -6 hour minimum	\$32

Description of Fees- Teacher and Hourly Employees	Fees
Overtime Fee For assignments that exceed eight (8) hours in a workday or forty (40) in a workweek. This calculation does not include an unpaid duty-free lunch.	\$40 per hour
After School Assignments Any assignment that starts after 1:30pm. 3 hour minimum required.	\$40 per hour
Weekend Assignments (Saturdays and Sundays)	\$40 per hour
Failure to Provide Lunch Break	\$40 per occurrence
Failure to Provide Rest Break	\$25 per occurrence
No Notice Cancellation Fee School may be charged if a confirmed assignment is cancelled once the employee is en route or has arrived at the assignment.	\$100 per occurrence

Long-Term Rates and Fees

Rates for assignments that are considered long-term are set forth below:

Hourly Employees	Hourly Rate
Teacher Assistant - 6 hour minimum	\$24
Office Assistant -6 hour minimum	\$24
1:1 Special Education/Student Aide -6 hour minimum	\$28
Certified Nursing Assistants -6 hour minimum	\$28
CPI Trained Paraprofessional -6 hour minimum	\$32

Description of Hourly Fees	Fees
Overtime Fee For assignments that exceed eight (8) hours in a workday or forty (40) in a workweek). This calculation does not include an unpaid duty free lunch	\$40 per hour
After School Assignments Any assignment that starts after 2pm. 3 hour minimum required.	\$40 per hour
Weekend Assignments (Saturdays and Sundays)	\$40 per hour
Failure to Provide Lunch Break	\$40 per occurrence
Failure to Provide Rest Break	\$25 per occurrence
No Notice Cancellation Fee School may be charged if a confirmed assignment is cancelled once the employee is en route or has arrived at the assignment.	\$100 per occurrence

Long Term Teachers	Full Day Rate 5 - 8 hours	Half Day Rate fewer than 5 hrs
No Lesson Planning or Grading Day-to-Day Additional Terms apply	\$215	\$147
K-5; 6-12 Single Prep Lesson Planning and/or Grading	\$276	\$200
6-12 Multi Prep, Science, Math, Special Education Lesson Planning and/or Grading	\$315	\$225
Credentialed Teacher Lesson Planning and/or Grading; only applies to teachers who are credentialed in the subjects they will be teaching.	\$350	\$250

Description of Teacher Fees	Fees
Additional Hours <ul style="list-style-type: none"> For assignments or duties that exceed eight (8) hours in a workday. (e.g., office hours, detention coverage, Back-to-School Night, Parent Conferences, etc.) Coverage or Other Tasks Required During a Prep/Conference Period Fee 	\$40 per hour
Lesson Planning and Grading for non DirectEd Substitute Teacher This rate applies when a DirectEd employee is absent and creating lesson plans or grading work for a non-DirectEd employee.	\$50 a day
No Duty Free Lunch	\$40 per occurrence
No Notice Cancellation Fee School may be charged if an assignment is cancelled after a substitute has been scheduled and is in route to the previously scheduled assignment.	\$100 per occurrence

Placement Fees

The following fees apply for each employee that (a) School hires as its direct employee, independent contractor or sub-contractor, while employed by DE and/or within 60 days of the termination of such employee's employment with DirectEd or (b) School causes, directly or indirectly, to leave the employment of DE.

Applies to all DirectEd Employee's assigned within 30 days of school hire.

Assigned Days at School Site	Fee
1-90	\$3,000
>90	\$1,500



Special Education Department 2016-2017 Rate Sheet

Special Education Oversight and Implementation- *Minimum phone or virtual meeting charge is 15 minutes.*

Provider Type	Hourly Rate	Min. On-Site Charge
Program Administrators (PA)	\$150	2 hours
Case Managers (CM)	\$103	3 hours
Resource Teacher (RST-Direct Service Only)	\$68	7 hours

DIS Services and Service Oversight- *Minimum phone or virtual meeting charge is 15 minutes.*

Provider Type	Hourly Rate	Min. On-Site Charge
School Counselor	\$75	3 hours
Speech and Language Pathology Assistant (SLPA)	\$65	3 hours
Speech and Language Pathologist (SLP)	\$125	1 hour
Licensed Occupational Therapists (OT)	\$100	2 hours
Adapted Physical Education Teacher (APE)	\$90	2 hours
School Psychologist- <i>ERMHS/ERICs Counseling, DIS Counseling, Assigned School Psych Duties</i>	\$103	2 hours
Behavior Intervention Implementation (BII)	\$35	6 hours
Behavior Intervention Development (BID)	\$103	2 hours
Registered Nurse (RN)	\$65	6 hours
Licensed Vocational Nurse (LVN)	\$40	6 hours
Credentialed School Nurse (SN)	\$92	1 hour
Deaf and Hard of Hearing Teacher (DHH)	\$125	2 hours

Special Education Assessment or Screening Services- *Minimum phone or virtual meeting charge is 15 minutes.*

Provider Type	Hourly Rate	Min. On-Site Charge
School Psychologist	\$103	1 hour
Speech and Language Pathologist (SLP)	\$125	
Credentialed School Nurse w/ Audiometrist Certificate (SN)	\$92	
Licensed Occupational Therapists (OT)	\$100	
Adapted PE (APE)	\$90	
Case Manager- Academic Assessments (CM)	\$103	

Special Education Consultation Services- *Minimum phone or virtual meeting charge is 30 minutes*

(These rates are incurred when schools request consultation using the Consultation Request Form)

Provider Type	Hourly Rate	Min. On-Site Charge
School Psychologist	\$150	2 hours
Speech and Language Pathologist (SLP)		
Licensed Occupational Therapists (OT)		
Adapted PE Teacher (APE)		
DHH Teacher		
Program Administrator		

Other Services

School-wide Health Screenings -Scoliosis, Vision and Hearing If fewer than 10 students, hourly School Nurse (SN) rates will apply.	\$7.00 per student/ per screening
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DirectEd
Service Agreement

This Service Agreement (this "Agreement") is made and entered into as of **March 9, 2017** by and between DirectEd ("DE") and **Magnolia Public Schools** ("School"), located at (**See Exhibit B**) with reference to the following:

RECITALS

School wishes to retain qualified substitute teachers, staff personnel and professionals in the area of special education to provide services to School on a temporary and/or long-term basis. DE has the ability to provide qualified temporary and long-term professionals to School. School wishes to engage DE to provide these services. Accordingly, the parties agree as follows:

AGREEMENT

DE's Duties and Responsibilities

1. DE will:
 - 1.1 Recruit, screen, interview, train and assign its employed service providers ("Employee") to perform the work described on Exhibit A under School's supervision at the location specified above;
 - 1.2 Pay Employees' wages and provide them with the benefits offered by DE;
 - 1.3 Pay, withhold, and transmit payroll taxes; provide unemployment insurance; and handle unemployment and workers' compensation claims involving Employees; Ensure each Employee providing services under this Agreement shall have professional liability coverage of \$1,000,000 (each wrongful act) and \$3,000,000 (aggregate per Employee). Direct Ed shall furnish, at School's request, certificate(s) of insurance evidencing its professional liability coverage and its worker's compensation insurance at levels established by applicable state law. Direct Ed will also maintain in effect its automobile liability insurance with limits of \$1,000,000 and a general liability self-insurance program during the term of this Agreement with limits of \$1,000,000 (individual) and \$3,000,000 (aggregate). Said general liability coverage shall include claims for sexual abuse and molestation. Direct Ed shall furnish, at School's request, a certificate of insurance evidencing such coverage.
 - 1.4 Perform all required background and qualification checks, including but not limited to Live Scan fingerprinting and confirmation of negative TB status;
 - 1.5 Inform School in the event any Employee becomes non-compliant with any requirement or qualification required by the School;
 - 1.6 Comply with all applicable federal, state and local laws, ordinances and regulations relating to this Agreement and to Employees; and
 - 1.7 Comply with the Family Educational Rights and Privacy Act (FERPA).

School's Duties and Responsibilities

2. School will:

- 2.1 Properly supervise Employees and be responsible for School's business operations, services, and confidential information;
- 2.2 Properly supervise, control, and safeguard School's premises, processes and/or systems, and not permit Employees to operate any vehicle, or entrust them with unattended premises, cash, confidential or trade secret information, or other valuables without DE's prior written approval or as strictly required by the job description provided to DE;
- 2.3 Provide Employees with a safe work site, appropriate information, space to conduct their work and abide by all CalOSHA, standards, policies and procedures.
- 2.4 Immediately notify DE in the event an Employee is not meeting expectations, compromises student safety, or acts inappropriately or in violation of School or DE policy, or with any other concern;
- 2.5 Comply with all applicable federal, state and local laws, ordinances and regulations applicable to the School or relating to this Agreement; and
- 2.6 Provide Employees with on-site parking. The School agrees to be billed for and pay to DE any charges incurred if Employees are required to pay for parking.

Payment Terms, Bill Rates, and Fees

3. School will pay DE for DE's services at the rate(s) stated on Exhibit A, and will also pay any additional costs or fees incurred by DE or its Employees in providing the services described herein. The rates and terms in Exhibit A shall be updated every July 1st and may reflect increases or decreases in rates. School will receive a notice of these updates at least 30 days prior to July 1st. Fees are due and payable to DE within forty (40) calendar days of the date of the invoice. Invoices are dated using the last billing date of the invoice cycle.

In the event any invoice is not paid within 40 days of the invoice date, School shall pay to DE a delinquency charge computed on School outstanding balance as of the date of each invoice equal to one and one half percent per month from the date of each invoice, together with collection costs and fees, including attorneys' fees incurred in connection with collection of such amounts or ensuing arbitration and/or litigation, until each such invoice and all delinquency and attorneys' fees and costs are paid in full. The delinquency charge shall not exceed the maximum amount permitted by law. Late payment may also result in suspension of DE's services under this Agreement. If a portion of any invoice is disputed, School agrees to promptly pay the undisputed portion.

- 3.1 Substitute Services will be billed weekly. DE will invoice School for services provided under this Agreement every Friday for services provided the previous workweek. The DE workweek starts every Sunday and ends the following Saturday.
- 3.2 If School uses Special Educations Services it will have the option to be billed monthly or weekly. For weekly billing, DE will invoice School for services provided under this Agreement every Friday for services provided the previous workweek. The DE workweek starts every Sunday and ends the following Saturday. For monthly billing, DE will invoice School for services provided under this Agreement by the 15th of every month for the prior month's services. If School does not provide a billing preference, monthly billing will be the default.

Hiring of DE Substitute Department Staff

- 3.3 School recognizes and acknowledges that DE spends considerable time and effort and incurs substantial expense in recruiting, employing, and retaining qualified staff. DE recognizes that its staff pool hopes to gain permanent employment with DE's clients and DE supports the long-term goals of its staff. DE has developed the following fee schedule in order to balance out the costs of recruiting, employing and retaining qualified staff with the long-term goals of its Employees.

School shall immediately pay to DE the Placement Fee stated on Exhibit A for each Employee that (a) School hires as its direct employee, independent contractor or sub-contractor, while employed by DE and/or within 90 days of the termination of such Employee's employment with DE or (b) School causes, directly or indirectly, to leave the employment of DE.

School must provide DE with 30 days notice if they plan to offer a position to a DE Employee.

DE may, at its sole and absolute discretion, modify, waive or reduce the fee.

Hiring of DE Special Education Department Staff

- 3.4 School recognizes and acknowledges that DE spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining qualified staff. DE offers long-term careers to its special education staff and therefore hopes to retain them as long-term Employees. DE expends significant resources on each special education employee and must recuperate those costs if School hires a DE special education employee.

School shall immediately pay to DE the Placement Fee stated on Exhibit A for each special education employee that (a) School hires as its direct employee, independent contractor or sub-contractor, while employed by DE and/or within 90 days of the termination of such employee's employment with DE or (b) School causes, directly or indirectly, to leave the employment of DE.

School must provide DE with 30 days notice if they plan to offer a position to a DE special education employee.

DE may, at its sole and absolute discretion, modify, waive or reduce this fee.

Breaks and Meal Periods

4. DE must comply with state and federal law requiring the payment of overtime. Also, DE must comply with mandatory break and lunch requirements as delineated in the applicable laws. School shall authorize and permit Employees to take a paid 10-minute break for every four (4) hours of work, or major fraction thereof. Employees shall also be entitled and encouraged to take an unpaid, duty-free 30-minute meal period for every work period of more than five (5) hours. For substitute teachers the second rest break may be provided after the last covered class if necessary. DE may adjust the start or end time of an assignment to accommodate for mandatory rest and meal breaks. School will be notified if these adjustments will extend the workday beyond eight hours. Work days beyond eight hours will incur overtime charges for non-exempt employees. School agrees to comply with all federal and state laws regarding start/stop times, meal periods and rest breaks.
5. DE will charge School a fee for each occurrence where the School fails to provide an uninterrupted duty-free rest break. DE will charge School a fee for each occurrence where a School fails to provide an uninterrupted duty-free meal break. See Exhibit A for fee schedule.

6. The failure to provide meal and rest breaks may result in overtime charges if the hours worked exceed eight (8) in a workday. In the event any overtime hours are worked, School will be charged and agrees to pay DE the overtime rate. School acknowledges and agrees that any requirement by School for a DE Employee to arrive early or leave later than scheduled will also result in the School being billed overtime for such time. See Exhibit A for fee schedule.

Confidential Information

7. The parties acknowledge they may receive information that is proprietary or confidential to the other party or to persons or entities affiliated with or engaged in providing services to the other party. The parties agree to hold such information in strict confidence and not disclose such information to third parties or use such information for any purpose other than performing their services for the other party pursuant to this Agreement.

Cooperation

8. The parties agree to cooperate fully and provide assistance to the other party in the investigation and resolution of any complaint, claim, action or proceeding that may be brought by or involve Employees in any way.

Indemnification and Limitation of Liability

9. DE shall indemnify and hold harmless School, its subsidiaries, affiliated entities, directors, owners, agents, representatives, and employees, from and against all losses, liabilities, expenses, and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against School as a result of any negligent act or error or omission directly caused by DE or its Employee(s), including without limitation any violation or breach of this Agreement.
10. School shall indemnify and hold harmless DE, its subsidiaries, affiliated entities, directors, owners, agents, representatives, and employees, from and against all losses, liabilities, expenses, and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against DE as a result of any act or error or omission directly caused by School, its employees or agents, including without limitation any violation or breach of this Agreement.

Term of Agreement

11. This Agreement shall begin on the date first written above and shall continue for a term of one year. This Agreement at the end of such term will be automatically renewed for successive one year periods unless terminated sooner. This Agreement may be terminated by either party on fifteen (15) days' written notice, or at any time by mutual written agreement of the parties.
12. DE reserves the right to immediately terminate this Agreement in the event: (i) School breaches any duty under this Agreement, including but not limited to the failure to timely pay any amounts due to DE; (ii) if required by law or regulation; or (iii) if School becomes insolvent or commits any act of bankruptcy, or a petitioner for involuntary bankruptcy is filed against School, or School makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws.
13. On termination, DE shall have no further obligation to provide School with Employee. The provisions regarding Confidential Information and Cooperation shall continue in effect subsequent to and regardless of termination of this Agreement.

Notices

14. Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given (a) on actual delivery, if delivery is by hand, or (b) on receipt if delivery is by facsimile, or (c) five (5) days after deposit in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested. Each such notice shall be sent to the respective parties at the address indicated below.

To DE:

DirectEd

Attn: Contracts Dept.
21050 Califa St.
Woodland Hills, CA 91367
Fax: 813-774-5428

To School:

Magnolia Public Schools

Attn: Suat Acar
205 E. 1st Street, Suite 1500
Los Angeles, CA 90012
Fax: 714-362-9588

Any party may change its address for purposes of this Section by giving the other party written notice as provided in this Section.

Nature of Relationship

15. The parties desire and intend and shall be deemed to be independent contractors, and not in any partnership, joint venture, principal-agent, fiduciary-beneficiary, employment, or other relationship. DE shall be solely responsible for all forms of compensation and benefits, if any, and all obligations of any kind or nature, including but not limited to taxes, insurance premiums, and withholdings from compensation to Employees, whether arising from negotiation or by law, of Employees placed with School under this Agreement. DE shall complete and submit a Form W-9 to School annually.

Additional Provisions

16. The provisions in this Agreement which by their nature survive the expiration or termination of this Agreement (including, but not limited to, the conversion of DE Employees to permanent employees of School) shall continue in effect after expiration or termination until they have been fully performed or until by their nature they have expired.
17. No provision of this Agreement may be amended or waived unless agreed to in writing signed by each of the parties.
18. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, such decision shall not affect the validity of any remaining portion, and the remaining portion shall stand in full force and effect, and shall in no way be affected, impaired or invalidated. Any provision thus affected shall be modified to the extent necessary to bring the provision within the applicable requirements of the law.
19. This Agreement, including attached exhibit(s), constitutes the entire Agreement between the parties regarding its subject matter, and supersedes all prior agreements and understandings between the parties, whether oral or written, relating to its subject matter.
20. The provisions of this Agreement shall benefit and bind the parties and their respective heirs, representatives, successors, and assigns.
21. A party's delay or failure to enforce any one or more provisions of this Agreement on one or more occasions will not be a waiver of that or any other provision on any other occasion(s) or of the party's right thereafter to enforce each and every provision of this Agreement.

22. A party shall have no right or power to and shall not purport to transfer or assign this Agreement without prior written consent from the other party.
23. This Agreement shall be governed by the laws of the State of California. Any legal action arising from, involving or relating to this Agreement shall be brought in a court of competent jurisdiction located in Los Angeles, California.

The parties, intending to be legally bound, duly execute this Agreement as of the date stated above.

Magnolia Public Schools

Signature: _____

Printed Name: _____

Title: _____

DirectEd

Signature: _____

Printed Name: _____

Title: _____

Exhibit A

Special Education Service Rates

Special Education Oversight

Minimum phone or virtual meeting charge is 15 minutes.

<p>Program Administrators Duties include: administrator, general education, special education staff training, IEP review, consulting for high profile cases, assistance w/ change of placements, assistance with district audits, assistance w/ program set-up/analysis and other duties as agreed upon by both parties. <i>Minimum on-site charge- 2 hours</i></p>	\$150 per hour
<p>Case Managers/Academic Assessments Duties include: Academic assessments, development of RST/Para service delivery schedules, IEP master calendars, facilitation of accommodations and modifications training, IEP development, meeting coordination/facilitation, compliance monitoring, and other duties as agreed upon by both parties. <i>Minimum on-site charge - 3 hours</i></p>	\$103 per hour
<p>Resource Teacher – Direct Services Only Duties include: Push-in/pull-out and/or learning lab instruction, service tracking, progress monitoring, developing present levels of performance, Individual Transition Plans/Behavioral Support Plans, general education collaboration and other duties as agreed upon by both parties. <i>Minimum visit charge- 7 hours</i></p>	\$68 per hour

DIS Services and Service Oversight

Minimum phone or virtual meeting charge is 15 minutes.

<p>DIS Counselor Duties may include: direct DIS counseling services, informal counseling, goal tracking/progress monitoring, service tracking, IEP preparation and attendance and other duties as agreed upon by both parties. <i>Minimum on-site charge is 3 hours</i></p>	\$75 per hour
<p>Speech and Language Pathology Assistant (SLPA) Duties may include: direct speech services, informal speech services, goal tracking/progress monitoring, service tracking and other duties as agreed upon by both parties. SLPAs require supervision by an SLP. This rate includes SLP supervision. <i>Minimum on-site charge is 3 hours.</i></p>	\$65 per hour
<p>Speech and Language Pathologist (SLP) Duties may include: goal tracking/progress monitoring, consultation, screenings, IEP preparation and attendance and other duties as agreed upon by both parties. <i>Minimum on-site charge is 1 hour.</i></p>	\$125 per hour
<p>Licensed Occupational Therapists (OT) Duties include: direct OT services, goal tracking/progress monitoring, service tracking, IEP preparation and attendance, consultations and other duties as agreed upon by both parties. <i>Minimum on-site charge is 2 hours</i></p>	\$100 per hour
<p>Adapted Physical Education Teacher (APE) Duties include: direct APE services, goal tracking/progress monitoring, service tracking, IEP preparation and attendance, consultations and other duties as agreed upon by both parties. <i>Minimum on-site charge is 2 hours</i></p>	\$90 per hour
<p>School Psychologist– ERMHS/ERICs Counseling or DIS Counseling Duties may include: direct ERMHS/ERICs and/or DIS Counseling services, informal counseling, goal tracking/progress monitoring, service tracking, IEP preparation and attendance and other duties as agreed upon by both parties. <i>Minimum on-site charge is 2 hours</i></p>	\$103 per hour

Behavior Intervention Implementation (BII) Duties include: direct BII services, implementing a behavior intervention/treatment plan, data tracking, service tracking and other duties as agreed upon by both parties. <i>Minimum on-site charge is 6 hours.</i>	\$35 per hour
Behavior Intervention Development (BID) Duties include: direct BID services, developing behavior intervention/treatment plan and training/supporting BII in the implementation of plan, goal tracking/progress monitoring, data analysis, service tracking, conducting FBA's, IEP preparation and attendance and other duties as agreed upon by both parties. <i>Minimum on-site charge is 2 hours</i>	\$103 per hour
Licensed Vocational Nurse (LVN) Duties include: DIS services under the supervision of a Credentialed School RN and other duties as agreed upon by both parties. <i>Minimum on-site charge is 6 hours</i>	\$40 per hour
Registered Nurse (RN) Duties include: DIS services under the supervision of a Credentialed School RN and other duties as agreed upon by both parties. <i>Minimum on-site charge is 6 hours</i>	\$65 per hour
Credentialed School Nurse (SN) Duties include: development of medical treatment plans and support with implementation, progress monitoring of treatment plan, consultation, screenings, IEP preparation and attendance and other duties as agreed upon by both parties. <i>Minimum on-site charge is 1 hour</i>	\$92 per hour
Deaf and Hard of Hearing Teacher (DHH) Duties include: direct DIS services, goal tracking/progress monitoring, service tracking, IEP preparation and attendance and other duties as agreed upon by both parties. <i>Minimum on-site charge is 2 hours</i>	\$125 per hour

Assessment Services

Minimum on-site charge is 1 hour; Minimum phone or virtual meeting charge is 15 minutes.

School Psychologist	\$103 per hour
Speech and Language Pathologist (SLP)	\$125 per hour
Credentialed School Nurse w/ Audiometrist Certificate (SN)	\$92 per hour
Licensed Occupational Therapists (OT)	\$100 per hour
Adapted PE Teacher (APE)	\$90 per hour
Case Manager- Academic Assessments	\$103 per hour

Screening Services

Minimum on-site charge is 1 hour; Minimum phone or virtual meeting charge is 15 minutes.

Licensed or Credentialed SLP	\$125 per hour
School Nurse	\$92 per hour

Consultation Services

Minimum on-site charge- 2 hours; Minimum phone or virtual meeting charge is 15 minutes.

School Psychologist	\$150 per hour
Licensed or Credentialed SLP	\$150 per hour
Licensed Occupational Therapists	\$150 per hour

Adapted PE Teacher	\$150 per hour
Behavioral Needs	\$150 per hour
General Special Education Services/Program	\$150 per hour
RTI/SST Consultation	\$150 per hour
IEE Report (as a result of a dispute)	\$150 per hour
DHH Teacher	\$150 per hour

Other Services

Other- Program Expert Consultants, Physical Therapist, Audiologist, DHH Teacher, Assistive Technology Assessments, etc.	Contact for quote/availability
Licensed or Credentialed SLP for SLPA Supervision – (Non DirectEd SLPA)	\$125 per hour
School-wide Health Screenings -Scoliosis, Vision and Hearing If fewer than 10 students, hourly School Nurse (SN) rates will apply.	\$7.00 per student/ per screening

Fees- Applies to SLPAs and Blls

Overtime	1.5 times the hourly rate
Failure to provide lunch or rest break (non-exempt employees only) This applies when School prohibits Employee from taking their scheduled lunch and rest breaks.	1 times the hourly rate

We comply with California laws and codes and ensure that all non-exempt employees sent to the school site are provided with the required number of breaks as prescribed by the law.

Additional Terms

Cancellation of Meetings

School may be charged for an hour of service, if an IEP meeting is cancelled with less than 24 hours notice.

Absent Students/Schedule Changes

We expect our Employees to call School prior to a DIS visit if there is only one student being serviced at the school. School may be charged the two-hour minimum visit if School confirms that a student is present and it turns out the student is absent. Employees may also work on other related duties during the time a student is absent from their scheduled DIS appointment.

Schools must provide at least 1 business day notice if there is a change in the school or student’s schedule and it will impact the Employee’s scheduled visit. Failure to notify DE will result in the minimum visit charge that applies to the service.

Special Education Department Placement Fees

The following fees apply for each employee that (a) School hires as its direct employee, independent contractor or sub-contractor, while employed by DE and/or within 60 days of the termination of such employee’s employment with DE or (b) School causes, directly or indirectly, to leave the employment of DE.

Hours of Service at the School Site	Fee
0-1,500 hours	\$15,000
>1,500 hours	\$3,500

Substitute Department Rates

Day-to-Day Rates and Fees

Rates for day-to-day assignments that are **not** considered long-term are set forth below:

Substitute Teacher Employees	Rate
DirectEd will evaluate School's bell schedule and the daily rate will be based on adding 15 minutes to the start and end time of School's schedule. An additional 15 minutes may be added to the start of the workday if a morning break is not included in the school's bell schedule. Lunch is deducted from the calculation of hours and is therefore unpaid. All substitute teachers are verified to have at minimum a 30-Day Substitute Permit.	
Half Day - Fewer than 5 hours	\$147 per day
Full Day - 5 - 8 hours	\$215 per day

Hourly Employees	Rate
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Office Assistant -6 hour minimum	\$24 per hour
Certified Nursing Assistants -6 hour minimum	\$28 per hour
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CPI Certified Special Education/Student Aide -6 hour minimum	\$32 per hour

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After School Assignments Any assignment that starts after 1:30pm. 3 hour minimum required.	\$40 per hour
Weekend Assignments Saturdays and Sundays	\$40 per hour
Failure to Provide Lunch Break	\$40 per occurrence
Failure to Provide Rest Break	\$25 per occurrence
No Notice Cancellation Fee School may be charged if a confirmed assignment is cancelled once the employee is en route or has arrived at the assignment.	\$100 per occurrence

Additional Terms

Half Day Assignments: We comply with California laws and codes and ensure all non-exempt employees sent to the school site are provided with the required number of breaks as prescribed by the law. Work hours shall begin 15 minutes prior to the start of the substitute's first class. School can request an earlier start time if desired. The assignment will end 15 minutes after the substitute's last class or after School dismisses the employee. For an assignment to qualify as a half day assignment the calculation of hours must include 15 minutes prior to the substitute's first class and 15 minutes after substitute's last class.

Full Day Assignments: We comply with California laws and codes and ensure all non-exempt employees sent to the school site are provided with the required number of breaks and a 30 minute duty-free lunch as prescribed by the law. Work hours shall begin 15 minutes prior to the start of the substitute's first class. An additional 15 minutes may be added to the start of the workday if a morning break is not included in the school's bell schedule. School can request an earlier start time if desired. The assignment will end 15 minutes after school is dismissed or when School dismisses the employee.

Hourly Positions: We comply with California laws and codes and ensure all non-exempt employees sent to the school site are provided with the required number of breaks and a 30 minute duty-free lunch as prescribed by the law. It is the schools responsibility to ensure the employee takes their two (2) ten minute breaks and 30 minute lunch. School will not be charged for the required 30 minute duty-free lunch break.

Assignment Modifications: School may not modify the confirmed hours of an assignment request once the Employee is en route to the assignment.

Long-Term Rates and Fees

Rates for assignments that are considered long-term are set forth below:

Hourly Employees	Rate
Teacher Assistant - 6 hour minimum	\$24 per hour
Office Assistant -6 hour minimum	\$24 per hour
1:1 Special Education/Student Aide -6 hour minimum	\$28 per hour
Certified Nursing Assistants -6 hour minimum	\$28 per hour
CPI Trained Paraprofessional -6 hour minimum	\$32 per hour
Other	Contact for quote

Description of Hourly Fees	Fees
Overtime Fee For assignments that exceed eight (8) hours in a workday or forty (40) in a workweek). This calculation does not include an unpaid duty free lunch	\$40 per hour
After School Assignments Any assignment that starts after 2pm. 3 hour minimum required.	\$40 per hour
Weekend Assignments Saturdays and Sundays	\$40 per hour
Failure to Provide Lunch Break	\$40 per occurrence
Failure to Provide Rest Break	\$25 per occurrence
No Notice Cancellation Fee School may be charged if a confirmed assignment is cancelled once the employee is en route or has arrived at the assignment.	\$100 per occurrence

Hourly Positions: We comply with California laws and codes and ensure all non-exempt employees sent to the school site are provided with the required number of breaks and a 30 minute duty-free lunch as prescribed by the law. It is the schools responsibility to ensure the employee takes their two (2) ten minute breaks and 30 minute lunch. School will not be charged for lunch breaks.

Assignment Modifications: School may not modify the confirmed hours of an assignment request once the Employee is en route to the assignment.

Long Term Teachers	Full Day Rate (5 - 8 hours)	Half Day Rate (fewer than 5 hrs)
No Lesson Planning or Grading Day-to-Day Additional Terms apply	\$215	\$147
K-5; 6-12 Single Prep Lesson Planning and/or Grading	\$276	\$200
6-12 Multi Prep, Science, Math, Special Education Lesson Planning and/or Grading	\$315	\$225
Credentialed Teacher	\$350	\$250

Lesson Planning and/or Grading; only applies to teachers who are credentialed in the subjects they will be teaching.		
Difficult to place positions or unusual requests.	Contact for quote	

Note: Pupil Free Days and Professional Development Days will be charged at the long-term rates if the substitute is required report to work on those days. If transition days are requested they will be booked as day-to-day assignments and charged the day-to-day rates.

Description of Teacher Fees	Fees
Additional Hours <ul style="list-style-type: none"> For assignments or duties that exceed eight (8) hours in a workday. (e.g., office hours, detention coverage, Back-to-School Night, Parent Conferences, etc.) Coverage or Other Tasks Required During a Prep/Conference Period Fee 	\$40 per hour
Lesson Planning and Grading for non DirectEd Substitute Teacher This rate applies when a DirectEd employee is absent and creating lesson plans or grading work for a non-DirectEd employee.	\$50 a day
No Duty Free Lunch	\$40 per occurrence
No Notice Cancellation Fee School may be charged if an assignment is cancelled after a substitute has been scheduled and is in route to the previously scheduled assignment.	\$100 per occurrence

Additional Terms

Long Term Teachers: must receive a 30-minute duty free lunch when assigned to work over 5 hours. Failure to provide a 30-minute duty free lunch will result in fee of \$40 per each occurrence.

Long-term teachers' schedules shall include the standard preparation time and/or conference periods provided to other teachers at your school. School will be charged \$40 per hour when a long-term substitute teacher is asked to cover classes or complete other duties during their preparation period.

A School administrator or administrative designee must approve all additional hours on the long term timecard.

Long-term teachers shall verify their hours with the office manager or other designee on a weekly basis. Long-term rates go into effect (i) the first day the long-term assignment begins, or (ii) when a day-to-day assignment requires a substitute teacher to complete lesson plans or grade reporting.

In the event that a Long Term Substitute is absent, the school will be charged the long term rate when a DirectEd substitute covers the assignment. This is to cover the grading and lesson planning rates we pay the employee for those days.

Assignment Modifications: School may not modify the confirmed hours of an assignment request once the Employee is en route to the assignment.

Placement Fees

The following fees apply for each employee that (a) School hires as its direct employee, independent contractor or sub-contractor, while employed by DE and/or within 60 days of the termination of such employee's employment with DE or (b) School causes, directly or indirectly, to leave the employment of DE.

Applies to all DE Employee's assigned within 30 days of school hire.

Assigned Days at School Site	Fee
1-90	\$3,000
>90	\$1,500

Exhibit B

School 1:

Magnolia Science Academy 1- Reseda (6-12)

18238 Sherman Way
Reseda, CA 91335
(818) 609-0507

School 2:

Magnolia Science Academy 2- Valley (6-12)

17125 Victory Blvd.
Van Nuys, CA 91406
(818) 758-0300

Schools 3:

Magnolia Science Academy 3- Carson (6-12)

1254 East Helmick Street
Carson, CA 90746
(310) 637-3806

School 4:

Magnolia Science Academy 4- Venice (6-12)

11330 West Graham Place
Los Angeles, CA 90064
(310) 473-2464

School 5:

Magnolia Science Academy 5- Los Lobos (6-8)

18230 Kittridge St.
Reseda, CA 91335
(818) 705-5676

Schools 6:

Magnolia Science Academy 6- Palms (6-8)

3754 Dunn Dr.
Los Angeles, CA 90034
(310) 842-8555

Schools 7:

Magnolia Science Academy 7- Northridge (TK-5)

18355 Roscoe Blvd.
Northridge, CA 91325
(818) 221-5328

School 8:

Magnolia Science Academy 8- Bell (6-8)

6411 Orchard Ave.
Bell, CA 90201
(323) 826-3925

School 9:

Magnolia Science Academy- Santa Ana (TK-12)

2840 West 1st
Santa Ana, CA 92703
(714) 479-0115

Schools 10:

Magnolia Science Academy-San Diego (6-8)

6365 Lake Atlin Ave.
San Diego, CA 92119
(619) 644-1300