

Warner Unified School District

*P.O. Box 8, 30951 Highway 79, Warner Springs, CA 92086
Phone (760) 782-3517 - FAX (760) 782-9117*



BOARD OF TRUSTEES MEETING

REGULAR SESSION

AGENDA

TUESDAY

August 10, 2021

6:00 P.M.

LOCATION:

Multipurpose Room

BOARD OF EDUCATION

JEANNEAN ROMBAL-PRESIDENT

MELISSA KROGH-VICE PRESIDENT

MELODY SEES-CLERK

PJ STONEBURNER-MEMBER

GENE DOXEY-MEMBER

STUDENT MEMBER - None

Welcome to the Monthly Board of Trustees

Meeting PUBLIC INPUT

Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to (3) minutes per topic. If you wish to speak, complete a blue card located at the sign-in desk and present it to the Secretary of the Board prior to the start of the meeting. When the Board President invites you to the podium, state your name, address, and organization before making your presentation. By law, complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to the next agenda.

CONSENT AGENDA

All matters listed under Consent Agenda are those on which the Board has previously deliberated or which can be classified as routine items of business. An administrative recommendation on each item is contained in the agenda supplements. There will be no separate discussion on these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda items.

CLOSED SESSION

The Board will meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, or real estate negotiations which are timely.

AMERICANS WITH DISABILITIES ACT

"In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the office of the District Superintendent at (760) 782-3517. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability."

A. CLOSED SESSION – [With Superintendent at 5pm]

B. CALL TO ORDER

C. ROLL CALL

D. ACCEPTANCE OF CLOSED SESSION AGENDA

E. CLOSED SESSION

1. PERSONNEL MATTERS - The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6.

F. CONVENE TO OPEN/ REGULAR SESSION

G. CALL TO ORDER

H. ROLL CALL

I. FLAG SALUTE

J. ACCEPTANCE OF OPEN AGENDA

K. REPORT OF ACTION TAKEN IN CLOSED SESSION

L. WELCOME-BOARD PRESIDENT

M. RECOGNITION:

Student : N/A

Staff : Andrea Sissons

N. GENERAL BUSINESS

O. PUBLIC HEARINGS

P. APPROVAL OF MINUTES

1. Minutes of Regular Board Meeting, June 8, 2021.
2. Minutes of the Special Meeting of the Board, July 13, 2021.

Q. REPORTS

1. STUDENT BODY REPRESENTATIVE
2. ASSOCIATION OF WARNER EDUCATORS
3. CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
4. PARENT TEACHER COMMUNITY CLUB
5. SUPERINTENDENT'S REPORT
 - i. DISTRICT BRIEFING
 - ii. CHARTERS
 - iii. INDIAN ADVISORY COMMITTEE
6. BUSINESS MANAGER'S REPORT
7. BOARD REPORT

R. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON-AGENDA ITEMS

Non-agenda items: No individual presentation shall be for more than three (3) minutes, and the total time for this purpose shall not exceed thirty (30) minutes. If you have comments, please submit your request to be heard card prior to this section being discussed. No Governing Board action can be taken on items that are not on the agenda.

S. SPECIAL PRESENTATION - 1. SDG&E: EV Charging Station and easement.

2. Sarah St. John, RDHAP.

T. ACTION ITEMS

1. Discussion and possible action regarding Warner Unified School District granting an easement to San Diego Gas and Electric for the purpose of installing and operating EV Charging Stations.
2. Discussion and possible action regarding Sarah St. John, RDHAP.
3. Consider approval of the Superintendent's Covid 19 Safe Return to In-Person Instruction Plan for the 2021-2022 school year.
4. Consider approval of Resolution 2021-2022-001, Independent Study Instruction For 2021-2022 school year.
5. Consider approval of the LCAP Federal Addendum.
6. Consider approval of the positions of CTE Van Driver and CTE Instructional Aide.
7. Consider ratification of Patrice Malloy as a CTE Van driver and Attendance Clerk.
8. Consider ratification of Haley Destefani as the Girls Volleyball coach for the 2021-2022 school year.
9. Consider ratification of Ricardo Lara as Head Football Coach for the 2021-2022 school year.
10. Consider ratification of Ricardo Lara as the Athletic Director for the 2021-2022 school year.
11. Discussion and possible action to purchase an additional Cushman hauler.
12. Discussion item: San Diego County's Socially Equitable Cannabis Program.

U. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda Items.

1. Commercial Warrants
2. Purchase Orders
3. Interdistrict Attendance Agreement between Warner Unified School District and Ocean-side Unified School District for the school years 2021-2026.
4. Interdistrict Attendance Agreement between Warner Unified School District and San Dieguito Union High School District for the school years 2021-2026.
5. Interdistrict Attendance Agreement between Warner Unified School District and Grossmont Union High School District for the school years 2021-2026.
6. San Diego County Interagency Agreement For Providing Educational Support to Students in Foster Care.
7. Ratification of San Diego County Non-Public Master Contracts for Specialized Therapy Services: Specialized Therapy Services, San Diego County Speech Pathology and Vista Hill Learning Assistance Center.
8. Ratification of Independent Contractor Agreement between Warner Unified School District and Merit J. Whitney, School Bus Instructor, ID Number 4454. for the 2021-2022 school year.

V. FIRST READING AND APPROVAL OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE

REGULATIONS, AND EXHIBITS. AR 6158 Independent Study, BP 6158 Independent Study

W. INFORMATION ITEMS AND DISCUSSION

1. District Enrollment 2021-2022:

Preschool	August	September	October	November	December
	14				
January	February	March	April	May	June

Class	August	September	October	November	December
Elementary	122				
Middle School	31				
High School	57				
Total	210				

Class	January	February	March	April	May
Elementary					
Middle School					
High School					
Total					

Class	June
Elementary	
Middle School	
High School	
Total	

2. Inter-District Attendance Permits: None

- i. New In – 4
- ii. New Out – 4
- iii. Renew In – 0
- iv. Renew out - 7

3. Williams Complaints: 0

4. Activities Calendar: August Calendar

X. BOARD COMMUNICATION

Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: September 14, 2021

Minutes

Regular Meeting, June 8, 2021

Special Meeting, July 13, 2021

WARNER UNIFIED SCHOOL DISTRICT
MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD

June 8, 2021

- A. CLOSED SESSION - [With Superintendent at 5pm]**
- B. CALL TO ORDER:** The meeting was called to order at 5:00 pm by Jeannean Rombal, President of the Governing Board.
- C. ROLL CALL:** Members present: Rombal, Krogh, Doxey and Stoneburner. Absent: Sees
- D. ACCEPTANCE OF CLOSED SESSION AGENDA:**
- E. CLOSED SESSION**
1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9)(d) (1)
- Alexandria Fielding vs. Warner Unified School District, Superior Court of California, Case . No.37-2021-00018692-SC-SC-CTL.
2. PERSONNEL MATTERS- The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6. Superintendent contract.
- F. CONVENE TO OPEN/REGULAR SESSION**
- G. CALL TO ORDER:** The meeting was called to order at 6:03 pm by Jeannean Rombal, President of the Governing Board.
- H. ROLL CALL:** Members present: Doxey, Krogh, Rombal and Stoneburner. Absent: Sees
- EMPLOYEES PRESENT:** MacLeod, Sissons and Hill.
- VISITORS:** Kelcy Sutton, Jarom Luedtke.
- I. FLAG SALUTE**
- J. ACCEPTANCE OF OPEN AGENDA:** Motion made by Krogh, seconded by Doxey. Motion passed to accept the open agenda by unanimous vote, (4-0).
- K. REPORT OF ACTION IN CLOSED SESSION:** No action was taken, however President Rombal did announce that Warner prevailed in the existing litigation with Alexandria Fielding.
- L. WELCOME- BOARD PRESIDENT:** Jeannean Rombal
- M. RECOGNITION:** Student of the month was Madilyn Rombal and employee of the month was Chermaine Osuna.
- N. GENERAL BUSINESS**
- O. PUBLIC HEARINGS:** None
- P. APPROVAL OF MINUTES:** Motion made by Doxey and seconded by Stoneburner. Motion passed by unanimous vote, (4-0).
1. Minutes of the Regular Board meeting, May 11, 2021.
2. Minutes of the Public Hearing, June 3, 2021
- Q. REPORTS**
1. Student Body Representative: N/A
2. Association of Warner Educators: N/A
3. California School Employees Association: N/A
4. Parent Teacher Community Club: PTCC would like to host Warnerpalooza at the start of the 2021-2022 school year.
5. Superintendent's Report:
- i. **DISTRICT BRIEFING:** Superintendent MacLeod informed the Board that Elementary School held their Water Day earlier that day and that all graduations/promotions were the following day; also the last day of school.
- ii. **CHARTERS:** Jarom Luedtke was present for Pathways Academy Charter School
- iii. **INDIAN ADVISORY COMMITTEE:** Superintendent MacLeod said that a professor from Kumeyaay Community College was in attendance at the IAC meeting as Warner is interested in high school students having dual enrollment at both schools like some students have with Palomar College. Gabbie Osuna is creating a Native American library and would also like to start a book club.
6. **BUSINESS MANAGER'S REPORT:**
7. **BOARD REPORT:** Vice President Krogh participated in the CSBA Delegate Assembly meeting that occurred in May. She is trying to bring to light the needs of the small districts. She also said that San Diego School Board Association has a meeting with Nathan Fletcher, Supervisor of San Diego County's Fourth District. She also mentioned

that there has been a recent windfall of funds for mental health needs in schools. President Rombal said she is looking forward to graduation and that she will be a speaker at the high school graduation ceremony.

R. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS: None

S. SPECIAL PRESENTATION: None

T. ACTION ITEMS:

1. Consider approval of the Material Revision for Pathways Charter School. Motion made by Stoneburner and seconded by Doxey. Motion passed by unanimous vote, (4-0).
2. Consider approval of Work Experience as a new elective starting in the 2021-2022 school year. Motion made by Doxey and seconded by Krogh. Motion passed by unanimous vote, (4-0).
3. Consider approval of the IntraSELPA Tuition Agreement and MOU for the Tuition Calculation between Warner Unified School District and Ramona Unified School District for the 2020-2021 school year including summer school. Motion made by Doxey and seconded by Stoneburner. Motion passed by unanimous vote, (4-0).
4. Consider approval of the stipend list for the 2021-2022 school year. Motion made by Stoneburner and seconded by Doxey. Motion passed by unanimous vote, (4-0).
5. Consider approval of the Employment Agreement for certificated employment of Joshua Brown as School Psychologist for the 2021-2022 school year. (E.C. 44909) Motion made by Krogh and seconded by Doxey. Motion passed by unanimous vote, (4-0).
6. Consider approval of the Memorandum of Understanding by and among Warner Unified School District, Julian Union School District, Julian Union High School District and Spencer Valley Elementary School District regarding Joint Employment of the School Psychologist. Motion made by Krogh and seconded by Doxey. Motion passed by unanimous vote, (4-0).
7. Consider approval of Jennifer Blackwell as a Physical Education teacher, pending pre-employment screening. Motion made by Stoneburner and seconded by Doxey. Motion passed by unanimous vote, (4-0).
8. Consider approval of Kathryn (Nikki) Mahani as an elementary school teacher, pending pre-employment screening. Motion made by Krogh and seconded by Doxey. Motion passed by unanimous vote, (4-0).
9. Consider approval of the Local Control Accountability Plan and Dashboard Local Indicators. Motion made by Doxey and seconded by Stoneburner. Motion passed by unanimous vote, (4-0).
10. Consider approval of the Adopted Budget for the 2021-2022 school year. Vice President Krogh motioned to change the language to read, "Consider approval of the adopted budget for the 2021-2022 school year and 2021-2022 balances in excess of minimum reserve requirements." Seconded by Doxey. Motion passed by unanimous vote, (4-0).
11. Consider approval of the TeachersPayTeachers (TPT) School Access for the 2021-2022 school year. Motion made by Krogh and seconded by Doxey. Motion passed by unanimous vote, (4-0).
12. Consider approval of the Memorandum of Understanding and associated Resolution between Warner Unified School District and the California Department of Education for Child Development Services for the California State Preschool Program. Motion made by Stoneburner and seconded by Krogh. Motion passed by unanimous vote, (4-0).
13. Discussion and possible action regarding Sarah St. John Dental School. Board members would still like more information on this program. Doxey is concerned about "problems" with student's teeth being identified and dental work being performed by the same individual to collect Medical funding. Board members would like to know if the County of San Diego offers a similar program. Vice President Krogh wants a program that is absolutely transparent.
14. Discussion item: San Diego County's Socially Equitable Cannabis Program. Vice President Krogh said the the Board of Supervisors are meeting on June 9, 2021 and that Warner Unified is the only school participating in the entire County of San Diego.

U. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda items. Motion by Stoneburner and seconded by Doxey. Motion passed by unanimous vote, (4-0).

1. Commercial Warrants
2. Purchase Orders
3. Water System Management Service Agreement between Warner Unified School District and Merl Johnson.
4. Interdistrict Attendance Agreement between Warner Unified School District and Santee School District for the school years 2021-2026.
5. Point Loma Nazarene University School of Education Student Teaching/Clinical Practice Partnership Agreement with Warner Unified School District.
6. San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions with Warner Unified School District effective July 1, 2021 through June 30, 2022.
7. Jason Helenick as a certificated substitute teacher, pending pre-employment screening.
8. Agreement by and between Warner Unified School District and Hatch & Cesario, Attorneys-at-Law for legal services for the 2021-2022 fiscal year.
9. Independent Contractor Agreement between Warner Unified School District and Fleet Maintenance Services from July 1, 2021 - June 30, 2022, for the preventative maintenance, service and repairs on site for District Fleet.
10. Agricultural Career Technical Education Incentive Grant 2021-2022 Application For Funding.

V. SECOND READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS. None

W. INFORMATION ITEMS AND DISCUSSION:

1. DISTRICT ENROLLMENT 2020 – 2021

Preschool	August	September	October	November	December
	4	9	9	12	12
January	February	March	April	May	June
12	12	12	12	12	12

Class	August	September	October	November	December
Elementary	118	124	118	118	121
Middle School	33	35	35	35	35
High School	58	56	55	57	58
Total	209	215	208	210	214

Class	January	February	March	April	May
Elementary	119	119	119	120	119
Middle School	35	34	34	33	32
High School	58	58	57	55	55
Total	212	211	210	208	206

Class	June
Elementary	118
Middle School	32
High School	56
Total	206

2. Inter-District Attendance Permits: None

- i. New In - 0
- ii. New Out - 0
- iii. Renew In - 0
- iv. Renew Out - 0

3. Williams Complaints: None

4. Activities Calendar: June calendar

- X. BOARD COMMUNICATION:** President Rombal talked to the Board about a new peer mentor program that the school counselor started and discussed the interviews that were held in an effort to choose said mentors. She was very impressed with the students overall, but especially identified 10th grade as having done very well. This program was voluntary, however she noted that there weren't any Native American students participating and that she would like to see the participants represent the school demographics. PJ Stoneburner informed the Board that the Los Coyotes Indian Reservation will be hosting a COVID vaccination clinic on Monday, June 28, 2021. This event is open to the public.
- Y. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Next meeting to be held August 10, 2021. Motion to adjourn made by Doxey and seconded by Stoneburner. Meeting adjourned by unanimous vote, (4-0) at 7:15pm.

Secretary of the Governing Board

Clerk

WARNER UNIFIED SCHOOL DISTRICT
MINUTES OF GOVERNING SPECIAL BOARD
July 13, 2021

- A. **CALL TO ORDER:** The meeting was called to order at 5:01 pm by Jeannean Rombal, President of the Governing Board.
- B. **FLAG SALUTE:** The Pledge of Allegiance was led by Jeannean Rombal.
- C. **ROLL CALL:** Members Present: Krogh, Rombal and Stoneburner. Absent: Sees and Doxey.
Employees Present: David MacLeod, Andrea Sissons and Rhonda Hill
Visitors Present: Patrice Malloy and Julia Grigorian
- D. **SPECIAL PRESENTATION:** None
- E. **ACCEPTANCE OF AGENDA:** President Rombal amended the agenda to fill in the name of Maribel Reyes in action item 6 for Instructional Aide and removing Van Driver. She also filled in the name of Ernesto Reyes in action item 7 for Librarian. Vice President Krogh motioned to accept the amended agenda, Stoneburner seconded. Motion passed by unanimous vote, (3-0).
- F. **PUBLIC COMMENT ON AGENDA ITEMS ONLY:** None
- G. **ACTION ITEMS:**
1. Consider approval of the bid by SAS Constructions for the door replacement project. Motion by Stoneburner seconded by Krogh, motion passed by unanimous vote, (3-0).
 2. Consider approval of Tracy Heida as a classified substitute, pending pre-employment screening. Motion by Krogh and seconded by Stoneburner. Motion passed by unanimous vote, (3-0).
 3. Consider ratification of Edwin Martinez as Maintenance/Custodian. Motion by Stoneburner and seconded by Krogh. Motion passed by unanimous vote, (3-0).
 4. Consider ratification of Ross Radford as Maintenance/Custodian, pending pre-employment screening. Motion by Krogh and seconded by Stoneburner. Motion passed by unanimous vote, (3-0).
 5. Consider ratification of Andrea Graham as Cafeteria Assistant, pending pre-employment screening. Motion by Krogh and seconded by Stoneburner. Motion passed by unanimous vote, (3-0).
 6. Consider ratification of Maribel Reyes as the CTE Instructional Aide, pending pre-employment screening. Motion made by Stoneburner and seconded by Krogh. Motion passed by unanimous vote, (3-0).
 7. Consider ratification of Ernesto Reyes as Librarian, pending pre-employment screening. Motion by Krogh and seconded by Stoneburner. Motion passed by unanimous vote, (3-0).
 8. Consider ratification of Haley Destefani as the High School Intervention Teacher, pending pre-employment screening. Motion by Krogh and seconded by Stoneburner. Motion passed by unanimous vote, (3-0).
 9. Consider ratification of Taylor Narabemi as the Special Education Teacher, pending pre-employment screening. Motion by Stoneburner and seconded by Krogh. Motion passed by unanimous vote, (3-0).
- H. **INFORMATION ITEMS:** None
- I. **ADJOURNMENT:** Motion to adjourn made by Vice President Krogh and seconded by PJ Stoneburner. Motion passed by unanimous vote, (3-0). Meeting adjourned at 5:15 PM.

Secretary of the Governing Board

Clerk

ACTION ITEM

1

TOPIC: Discussion and possible action regarding Warner Unified School District granting an easement to San Diego Gas and Electric for the purpose of installing and operating EV Charging Stations.

DESCRIPTION: To grant an easement to SDG&E for the purpose of Installing and maintaining EV Charging Stations.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ACTION ITEM

2

TOPIC: Discussion and possible action regarding Sarah St. John, RDHAP.

DESCRIPTION: Dental Hygienist.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval

ACTION ITEM

3

TOPIC: Consider approval of the Superintendent's Covid 19 Safe Return to In-Person Instruction Plan for the 2021-2022 school year.

DESCRIPTION: Superintendent's plan to protect students and staff during the Covid 19 pandemic.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval

American Rescue Plan Act Elementary and Secondary School Relief Fund (ESSER III) Safe Return to In-Person Instruction Local Educational Agency Plan Template

Background on ESSER

The American Rescue Plan Act (ARP) signed into law on March 11, 2021, provided nearly \$122 billion for the Elementary and Secondary School Relief Fund (ESSER). ARP ESSER, also known as ESSER III, funds are provided to State educational agencies in the same proportion as each State received under Title I-A of the Elementary and Secondary Education Act (ESEA) in fiscal year (FY) 2020. The U.S. Department of Education (ED) published Interim Final Requirements (IFR) on April 22, 2021 requiring Local Educational Agencies (LEAs) receiving ESSER III funds to submit an LEA Plan for the Safe Return to In-Person Instruction and Continuity of Services. If an LEA had already developed a plan for safe return to in-person instruction and continuity of services prior to the enactment of ARP that meets the statutory requirements of section 2001(i) but did not address all of the requirements in the IFR, the LEA must revise and post its plan no later than six months after receiving its ESSER III funds. This applies even if an LEA has been operating full-time in-person instruction but does not apply to fully virtual schools and LEAs.

The IFR and ARP statute, along with other helpful resources, are located here:

- April 2021 IFR: <https://www.govinfo.gov/content/pkg/FR-2021-04-22/pdf/2021-08359.pdf>
- ARP Act text: <https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf>
- Centers for Disease Control and Prevention (CDC) COVID-19 School Operation Guidance: https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor_1616080023247
- ED COVID-19 Handbook Volume I: <https://www2.ed.gov/documents/coronavirus/reopening.pdf>
- ED COVID-19 Handbook Volume II: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>
- ESEA Evidence-Based Guidance: <https://oese.ed.gov/files/2020/07/guidanceeusesinvestment.pdf>
- ED FAQs for ESSER and Governor's Emergency Education Relief (GEER): https://oese.ed.gov/files/2021/05/ESSER.GEER_FAQs_5.26.21_745AM_FINALb0cd6833f6f46e03ba2d97d30aff953260028045f9ef3b18ea602db4b32b1d99.pdf

Purpose of the Template

The IFR issued by ED outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person instruction (either in-progress or planned) as well as ensuring continuity of services should the LEA or one or more of its schools be required to close temporarily for COVID-19-related public health reasons in the future. LEAs who had a plan in place by March 11, 2021, which incorporated opportunity for public comment and was posted publicly have six months from the date their ESSER III Assurances were completed to update and revise the plans to meet those requirements. Examples of previous plans that may be allowable would be a completed Cal/OSHA or Assembly Bill 86 plan, as long as it meets the requirements previously stated. LEAs which did not have a statutorily compliant plan in place as of March 11, 2021, must create and post this plan within 30 days of completing their ESSER III Assurances.

If you have questions as to which category applies to your LEA, please contact EmergencyServices@cde.ca.gov. Plans are required for all LEAs, regardless of operating status, unless an LEA is fully virtual with no physical location. All plans must be reviewed, and, as appropriate, revised, at least every six months to incorporate new or revised CDC guidance and other changed factors.

This template has been created to assist LEAs in the creation of these plans and to ensure all required elements are met. The following requirements and assurances pertain to both the statutory requirements and the IFR published by ED. LEAs may provide any additional information they believe are helpful in assessing their plan. If you have any questions, please contact EmergencyServices@cde.ca.gov.

LEA Plan for Safe Return to In-Person Instruction and Continuity of Services

LEA Name:

Warner Unified School District

Option for ensuring safe in-person instruction and continuity of services:
has developed a plan

1. Please choose one:

- ☐ The LEA had a plan, as of March 11, 2021, that is already compliant with the ARP statute and will review and, as appropriate, revise it every six months to take into consideration the additional requirements of the IFR; or

NOTE: If your LEA already has a compliant plan as of March 11, 2021, and has assured such by checking the box above, then you may skip questions 2-4 and complete the Assurance and Contact sections.

- ☒ The LEA has amended/created a plan compliant with the IFR using this template and has posted/will post it within 30 days of completing the ESSER III Assurances.

NOTE: If checking the box above that you are using this template to meet the 30 day plan requirements, you must respond to each question in the template.

Please note whether the LEA has a compliant plan and include a link to the plan, or acknowledge that the LEA is submitting a new plan and will post it within 30 days of receiving funds.

Warner Unified School District has a COVID Prevention Plan. Warner Unified has amended the plan to reflect the most recent public health guidelines to be in full compliance within 30 days of completing ESSER III Assurances.

2. The LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDC's safety recommendations, including: universal and correct wearing of masks; modifying facilities to allow for physical distancing; handwashing and respiratory etiquette; cleaning and maintaining healthy facilities, including improving ventilation; contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments; diagnostic and screening testing; efforts to provide vaccinations to school communities; appropriate accommodations for children with disabilities with respect to health and safety policies; and coordination with State and local health officials.

Describe how the LEA will maintain, or continue to maintain, health and safety policies and procedures. Include a description of any adopted policies and procedures regarding the CDC's safety recommendations (or available LEA website links to such policies). Include descriptions of appropriate accommodations adopted and coordination efforts conducted with outside State and local health officials. Please include or describe current public health conditions, applicable State and local rules and restrictions, and other contemporaneous information that informs your decision-making process.

Warner Unified will continue to maintain health and safety protocols consistent with the most recent public health guidance from the Center for Disease Control (CDC), the California Department of Public Health (CDPH), and the San Diego Health & Human Services Agency (HHS). Regular communication and training with the San Diego County Health & Human Services Agency and the San Diego County Office of Education allow our staff to understand key mitigation strategies and updated guidance on an ongoing basis. As regulations change, policies and procedures are adjusted. Key mitigation strategies include universal masking, access to frequent hand washing, enhanced ventilation through MERV 13 filters, increased cleaning protocols, and access to free, on-site

COVID antigen and/or PCR testing. In addition, the district maintains a compliant COVID Prevention Plan, in alignment with current CalOSHA standards.

As per the current guidance from the California Department of Public Health (CDPH) for K-12 Schools, issued August 2, 2021, the following measures are in place:

1. Masks:

- a. Masks are optional outdoors for all in K-12 school settings.
- b. K-12 students are required to mask indoors, with exemptions per CDPH face mask guidance. Adults in K-12 school settings are required to mask when sharing indoor spaces with students.
- c. Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
- d. Warner Unified will provide a face covering to students and staff who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions.
- e. Consistent with guidance from the 2020-21 school year, schools must develop and implement local protocols to enforce the mask requirements. Additionally, schools should offer alternative educational opportunities for students who are excluded from campus because they will not wear a face covering. Note: Public schools should be aware of the requirements in AB 130 to offer independent study programs for the 2021-22 school year.
- f. In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others. Staff must return to wearing a face covering outside of the classroom.

2. Physical distancing:

- a. Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are implemented. This is consistent with CDC K-12 School Guidance.

3. Ventilation recommendations:

- a. For indoor spaces, ventilation should be optimized, which can be done by following CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools.

4. Recommendations for staying home when sick and getting tested:

- a. Follow the strategy provided by the CDC for Staying Home when Sick and Getting Tested.
- b. Getting tested for COVID-19 when symptoms are consistent with COVID-19 will help with rapid contact tracing and prevent possible spread at schools.
- c. Advise staff members and students with symptoms of COVID-19 infection not to return for in-person instruction until they have met CDPH criteria to return to school for those with symptoms:
 - i. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
 - ii. Other symptoms have improved; and
 - iii. They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset.

5. Screening and testing recommendations:

- a. CDPH has a robust State- and Federally-funded school testing program and subject matter experts available to support school decision making, including free testing resources to support screening testing programs (software, test kits, shipping, testing, etc.).

i. Resources for schools interested in testing include: California's Testing Task Force K-12 Schools Testing Program, K-12 school-based COVID-19 testing strategies and Updated Testing Guidance; The Safe Schools for All state technical assistance (TA) portal; and the CDC K-12 School Guidance screening testing considerations (in Section 1.4 and Appendix 2) that are specific to the school setting.

6. Case reporting, contact tracing and investigation

a. Per AB 86 (2021) and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department.

b. Schools or LEAs should have a COVID-19 liaison to assist the local health department with contact tracing and investigation.

7. Quarantine recommendations for vaccinated close contacts:

a. For those who are vaccinated, follow the CDPH Fully Vaccinated People Guidance regarding quarantine.

8. Quarantine recommendations for unvaccinated students for exposures when both parties were wearing a mask, as required in K-12 indoor settings. These are adapted from the CDC K-12 guidance and CDC definition of a close contact.

a. When both parties were wearing a mask in any school setting in which students are supervised by school staff (including indoor or outdoor school settings and school buses, including on buses operated by public and private school systems), unvaccinated students who are close contacts (more than 15 minutes over a 24-hour period within 0-6 feet indoors) may undergo a modified quarantine as follows. They may continue to attend school for in-person instruction if they:

i. Are asymptomatic;

ii. Continue to appropriately mask, as required;

iii. Undergo at least twice weekly testing during the 10-day quarantine; and

iv. Continue to quarantine for all extracurricular activities at school, including sports, and activities within the community setting.

9. Quarantine recommendations for: unvaccinated close contacts who were not wearing masks or for whom the infected individual was not wearing a mask during the indoor exposure; or unvaccinated students as described in #8 above.

a. For these contacts, those who remain asymptomatic, meaning they have NOT had any symptoms, may discontinue self-quarantine under the following conditions:

i. Quarantine can end after Day 10 from the date of last exposure without testing; OR

ii. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative.

b. To discontinue quarantine before 14 days following last known exposure, asymptomatic close contacts must:

i. Continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND

ii. Follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure.

c. If any symptoms develop during this 14-day period, the exposed person must immediately isolate, get tested and contact their healthcare provider with any questions regarding their care.

10. Isolation recommendations:

a. For both vaccinated and unvaccinated persons, follow the CDPH Isolation Guidance for those diagnosed with COVID-19.

11. Hand hygiene recommendations:

a. Teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among students and staff.

b. Promote hand washing throughout the day, especially before and after eating, after using the toilet, and after handling garbage, or removing gloves.

c. Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trashcans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.

12. Cleaning recommendations:

- a. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.
- b. For more information on cleaning a facility regularly, when to clean more frequently or disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see *Cleaning and Disinfecting Your Facility*.
- c. If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.

13. Food service recommendations:

- a. Maximize physical distance as much as possible while eating (especially indoors). Using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing. Arrange for eating outdoors as much as feasible.
- b. Clean frequently touched surfaces. Surfaces that come in contact with food should be washed, rinsed, and sanitized before and after meals.
- c. Given very low risk of transmission from surfaces and shared objects, there is no need to limit food service approaches to single use items and packaged meals.

14. Vaccination verification considerations:

- a. To inform implementation of prevention strategies that vary by vaccination status (testing, contact tracing efforts, and quarantine and isolation practices), refer to the CDPH vaccine verification recommendations.

15. COVID-19 Safety Planning Transparency Recommendations:

- a. In order to build trust in the school community and support successful return to school, it is a best practice to provide transparency to the school community regarding the school's safety plans. It is recommended that at a minimum all local educational agencies (LEAs) post a safety plan, communicating the safety measures in place for 2021-22, on the LEA's website and at schools, and disseminate to families in advance of the start of the school year.

3. The LEA will ensure continuity of services, including but not limited to services to address students' academic needs and students' and staff social, emotional, mental health and other needs, which may include student health and foodservices.

Describe how the LEA will ensure continuity of services in case isolation, quarantine, or future school closures are required, including how the LEA will meet the needs of students with disabilities and English learners.

All students in Warner Unified have access to one-on-one technology devices and Wi-Fi hotspots. The district will seek additional grants for families to install broadband services in their homes. Teachers have been trained to deliver instruction both in-person and online. Should isolation or quarantining become necessary, students can pivot to online asynchronous learning via Google Classroom and/or work packets provided by the teachers. Both methods will be implemented to meet the needs of English learners and will include accessibility supports for all students, including students with disabilities. Bilingual staff will help with communication in Spanish to ensure parents and families understand the process. The ARC before and after school program staff will be available to help with access to childcare or academic content should any school closures arise. In addition, support staff such as instructional aides will check in with students to ensure they are on track and completing their designated assignments.

Warner Unified has contracted a school nurse to support staff and families through the isolation, quarantine, and contact tracing protocols. The nurse will also provide support with any ongoing health needs from the community. On site COVID testing will be coordinated with an outside organization to support continuity of attendance based on student results.

School breakfast and lunch meals will be provided free of charge to students 5 days a week.

4. The LEA sought public comments in the development of its plan and took those comments into account in the development of its plan.

Describe the LEA's policy or practice that provided the public with an opportunity to provide comments and feedback and the collection process. Describe how any feedback was incorporated into the development of the plan.

Warner Unified School District worked with the Association of Warner Educators and California School Employee Association, created surveys for families, and had public board meetings where opportunities for public comments and input was received. In addition, staff meetings and community input were received on an ongoing basis in order to improve the planning process.

In addition, the LEA provides the following assurances:

- ☒ The LEA has made (in the case of statutorily compliant plans) or will make (in the case of new plans) its plan publicly available no later than 30 days after receiving its ARP ESSER allocation.
 - ☐ Please insert link to the plan:
- ☒ The LEA sought public comment in the development of its plan and took those public comments into account in the development of its plan.
- ☒ The LEA will periodically review and, as appropriate revise its plan, at least every six months.
- ☒ The LEA will seek public comment in determining whether to revise its plan and, if it determines revisions are necessary, on the revisions it makes to the plan.
- ☒ If the LEA revises its plan, it will ensure its revised plan addresses each of the aspects of safety currently recommended by the Centers for Disease Control(CDC), or if the CDC has revised its guidance, the updated safety recommendations at the time the LEA is revising its plan.
- ☒ The LEA has created its plan in an understandable and uniform format.
- ☒ The LEA's plan is, to the extent practicable, written in a language that parent can understand, or if not practicable, orally translated.
- ☒ The LEA will, upon request by a parent who is an individual with a disability, provide the plan in an alternative format accessible to that parent.

The following person or persons is/are the appropriate contact person for any questions or concerns about the aforementioned plan.

Please list name(s), title(s), address, county, and contact information for the person or persons responsible for developing, submitting, and amending the LEA plan.

David MacLeod
Warner Unified School District
Superintendent
david.macleod@warnerusd.net
760-782-3517

TOPIC: Consider approval of Resolution 2021-2022-001,
Independent Study Instruction For the 2021-2022
school year.

DESCRIPTION: WHEREAS, on or about July 9, 2021, Governor
Newsom signed into law Assembly Bill ("AB") 130,
which requires school districts to offer independent
study as an optional alternative instructional strategy
for eligible students during the 2021-2022 school year.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval

Warner Unified School District

RESOLUTION NO. 2021-2022-001

INDEPENDENT STUDY INSTRUCTION FOR 2021-2022 SCHOOL YEAR

WHEREAS, on or about July 9, 2021, Governor Newsom signed into law Assembly Bill (“AB”) 130, which requires school districts to offer independent study as an optional alternative instructional strategy for eligible students during the 2021- 2022 school year;

WHEREAS, AB 130 supplements existing requirements under Education Code Section 51747, such that eligibility for apportionment is entirely dependent on having a compliant policy;

WHEREAS, the Superintendent or designee bears responsibility to approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better in a manner comparable to or better than he/she/they would in the regular classroom;

WHEREAS, Students in independent study shall have access to the same services and resources that are available to the other students in the school and shall have equal rights and privileges.

WHEREAS, pursuant to Education Code section 51747, independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment.

WHEREAS, pursuant to Education Code section 51747, the independent study policy sets forth specific criteria and processes for enrollment, disenrollment, and re enrollment in independent study and/or in-person instruction;

WHEREAS, a local educational agency or district is responsible for evaluating and monitoring the achievement and engagement of each student enrolled in the independent study program, completion of assignments, assessments or other indicators of student participation/work, acquisition of concept knowledge, and progress towards successful completion of required course(s) of study;

WHEREAS, the Board of Trustees (“Board”) desires to provide an independent study option to eligible students during the 2021-22 school year, provided that the District is able to do so in compliance with applicable law;

NOW THEREFORE, BE IT RESOLVED that the Board directs and authorizes the Superintendent or designee to take the following actions in the 2021-22 school year:

1. Develop and adopt an independent study instructional plan consistent with Education

Code section 51747 and AB 130.

2. For the 2021-2022 school year only, and within 30 days from the first day of instruction, obtain a signed written agreement from all required parties agreeing to the details terms of a student independent study contract.
3. Develop criteria to evaluate “satisfactory educational progress” in independent study and evaluate students according to this standard.
4. Offer a curriculum during independent study substantially equivalent to in-person instruction, to include daily/weekly synchronous instruction and live interaction as set forth in Education Code section 51747(d) – (f).
5. Take into account the considerations of the school community and staff when developing and implementing these instructional models, provided that doing so does not delay the District's ability to commence instruction on August 11, 2021
6. Provide timely notification to the school community and staff of the independent study model that will be available during the 2021-22 school year.
7. Keep the Board apprised of developments as necessary and appropriate, to ensure the Board receives timely advance notification of the Superintendent’s actions pursuant to this Resolution.
8. Take any other actions as may be necessary and appropriate to effectuate the purpose and intent of this Resolution, provided that such actions are compliant with state, federal and local legal requirements, as well as the District’s Board Policies.

Passed and adopted by the Warner Unified School District San Diego County, California, on August 10, 2021 at a duly noticed, scheduled meeting by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

I, Jeannean Rombal, President of the Board of Trustees of the Warner Unified School District, hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2021-2022-001 and Order adopted by the Board of Trustees on August 10, 2021.

Date: August 10, 2021

_ President, Board of Trustees
Warner Unified School District

Certified a True Copy:

_ Clerk, Board of Trustees
Warner Unified School District

TOPIC: Consider approval of the LCAP Federal Addendum.

DESCRIPTION: The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval

**Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template**

LEA Name

Warner Unified School District

CDS Code:

37-75416

Link to the LCAP:

(optional)

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE II, PART A

Supporting Effective Instruction

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Warner Unified School District's goals are to continue to assist all students moving toward proficiency in ELA and mathematics as measured by iReady, CAASPP, ELPAC and other district assessment instruments chosen by teachers. These goals apply in both in-person and virtual learning environments. The District has chosen to direct federal funds towards three efforts:

1. **SUPPORT INTERVENTION PROGRAM:** Paraprofessional staff under the supervision of the classroom teacher will provide Tier 2 and 3 level academic supports to individual students. The Special Education Teacher and Intervention Pullout teachers will focus efforts in K-12 to provide needed support in ELA and develop the Tier 3 Intervention program including entrance and exit criteria.
2. **TEACHER:** Title II funds support professional development and training in assessments and intervention curricula. The District will provide teacher collaboration time to allow teachers and support staff to use data systems of formative, interim and summative assessments to drive their instruction.
3. **ASSESSMENTS:** Identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning. Identifying students who may be at risk for academic failure. Teachers will develop Tier 2 lessons and strategies to support students who are identified as not meeting grade level standards and remediate their gaps in learning.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The District strives to align the use of federal, state, and local funds to help students grow academically. The LCAP describes the following efforts that contribute to this: continue to ensure all teachers are fully credentialed and appropriately assigned by providing beginning teacher induction programs, provide professional development and instructional coaching as well as staff collaboration time to increase student learning outcomes, develop the curriculum, alignment, and mapping process to include development of pacing guides, lesson design, formative and summative assessments, ensure that students have access to first good instruction in the form of high quality core instruction; including universal access in differentiation in mathematics for all students through professional development, train staff on systems for the use of data systems of formative, interim, and summative assessments using iReady, provide Tier 2 and Tier 3 interventions to remediate their gaps in learning, maintain an instructional support staff to assist teachers and other certificated staff toward meeting student academic performance objectives, including 2 full time Intervention Support Teachers and full time Library Media Technician.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

The poverty criteria used to select school attendance areas under Section 1113 is based on the number of children eligible for free/reduced meals under the National School Lunch Act.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Warner USD is a small, rural school district and has a limited master schedule. All students take the same classes respective to their grade level. For example, there is only one section of English per grade level. All freshmen take English at the same time by the same teacher. All teachers interact with all students on a daily basis. Additionally, the district makes every effort to hire teachers who are fully credentialed, and assign them to the appropriate classes for their credential.

The LEA's data collection process for identifying disparities is to use the tools provided by the California Department of Education to determine if low-income and minority students are being taught at higher rates than other students by ineffective/misassigned, inexperienced, or out-of-field teachers. The data is gathered using the suggested data tables, with information found in the most recent Data Quest files, SARCs, California Schools Dashboard Local Indicator (Priority 1), and augmented by local data as needed.

Our data shows that both schools in Warner USD have a nearly identical % of students who qualify for Free or Reduced Price Meals (FRPM), and nearly identical percentages of student ethnicities. Since there are only 2 schools in the district, and the elementary feeds into the junior/senior high, that is not surprising, the students are all drawn from the same community. Therefore, a comparison to determine disparities across elementary schools, across middle schools and across high schools is not possible, nor are comparisons across grade levels because the poverty and ethnicity data is so similar among all schools.

- Warner Elementary – 78% Low Income, 36% Hispanic and 34% American Indian or Alaska Native; 2 inexperienced teachers, 0 ineffective/misassigned/out-of-field teachers
- Warner Junior/Senior High – 85% Low Income, 35% Hispanic and 26% American Indian or Alaska Native; 3 inexperienced teachers; 0 ineffective/misassigned/out-of-field teachers

Based on this data there are not disparities or equity gaps between schools.

Although no disparities were found this information was shared with stakeholders as part of the LCAP annual update process to provide data for determining priorities for the coming year. Since it can be hard to find staff for remote rural areas the district is always looking for new ideas and programs that would promote a more stable teaching force.

The district follows the federal definitions regarding ineffective and out-of-field teachers.

An ineffective teacher is any of the following:

An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license;

A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned)

An individual who holds no credential, permit, or authorization to teach in California.

A credentialed out-of-field teacher is:

A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned.

Parent and Family Engagement

ESSA SECTIONS 1112(B)(3) AND 1112(B)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

N/A Neither Warner Elementary or Warner Middle/High are identified as a CSI school.

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Warner Unified School District (WUSD) uses the LCAP engagement and improvement process to gather stakeholder input regarding Title I programs. The engagement of parents is critical to SPSA and LCAP development, the identification and analysis of needs, developing annual growth targets, the allocation of funds (state and federal), and in the reflection on what worked and where further support is needed. The process coordinates and integrates parent involvement activities across both state and federal programs. Parents have a variety of ways to participate and provide input. LCAP Parent Advisory Committee Meetings are held, one in conjunction with the Indian Advisory Committee meeting. Parents of all students (including parents of students from low income families, who are in foster care or who are English Learner, Migrant or Students with Disabilities) were invited, along with community members. In addition parents and families can provide input at DELAC/ELAC meetings, and at School Site Council meetings. Translation or reasonable accommodations are provided as needed so that all parents feel welcomed.

One of the themes that emerged from parent meetings was a need to enhance the school climate and culture to create a positive and welcoming environment. Goal 3 in the district's LCAP reflects this need. An action to support this includes educating district and school staff on the value and benefit of building relationships with parents and the community. Considering parents as partners in the education of their children builds common understanding and a stronger educational environment. Positive interactions with adults, including parents, will also be built by reaching out to parents to encourage volunteerism on campus.

Research has shown that authentic parent and family engagement and support must occur to support student learning. Therefore, the District will make sure that all family engagement focuses on students and their needs.

- Collaboration: The first strategy will involve collaborating with parents as leaders, encouraging them to participate in activities and events within the District. At schools, parents will be given opportunities to participate on the School Site Council, the Indian Advisory Committee and the Parent Teacher Community Committee.
- Communication: A second strategy will involve establishing multiple modes of communication between families, schools, and District staff to address families' diverse needs and interests. To facilitate communication from schools to families, information will be provided through various social media and website postings, with notices mailed home. Families will receive phone calls providing them with critical school information.
- In addition, parents will have access to the Parent Portal in Synergy through which they can learn about their students' attendance, grades, test scores, Individualized Education Plan, English Learner status, graduation requirements, discipline records, transportation schedule, lunch application, health records and contact information. Gaining access to their children's information through the Portal will allow for families and school staff to have the same foundational information about their students so that they can better focus on coordinating strategies for targeted support.
- The District is providing targeted outreach, materials and trainings to help parents support the child's academic success
- Parents and guardians are informed about State standards, State and local assessments, ways to monitor their child's progress, and ways to work with their children to improve achievement. Examples include written information that accompanies annual State testing results, face-to-face communication at twice yearly parent conferences, written information with quarterly progress reports, periodic weekly newsletters, and Student Success Team (SST) meetings with families as needed.
- Additional workshops are provided for parents based on their requests and input.
- Once a year we collect feedback from parents and students via a brief school climate survey-California Healthy Kids Survey. This data is reviewed by the Parent Committees, teachers, and Administration and is incorporated into school governance documents.

Warner USD works with the parent leaders, including SSC, to review, and revise if necessary, the Title 1 District/Site Parent Involvement Policy and Compact. This policy is shared at the Annual Title I meeting, referenced in the parent handbook and posted on the district's website. The meeting also informs parents of services available for their children and events available for parents. The school has committed to continually improving the process of reviewing and evaluating the Title I district/school parent engagement policy and the parent-school compact, along with the process of distribution.

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Neglected and Delinquent: NA

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

TAS: NA

Warner Unified School District operates two Schoolwide Title I programs and uses their Title I funding for supplemental services to close the achievement gap between children meeting the challenging state academic standards and those who are not meeting those standards. The nature of the supports Warner USD provides both academic and social/emotional strategies that bridge the opportunity gap students may be experiencing.

The actions and services in the LCAP and the SPSAs were decided based on comprehensive needs assessments, and are reviewed and revised annually by the SSC and LCAP parent advisory groups based on data from a variety of sources including the California School Dashboard. The SSCs also provide feedback on an evaluation of the success of the actions and services in the LCAP and SPSAs to determine if they are addressing the needs of the at-risk students. The LCAP Annual Update process provides an on-going continuous improvement cycle to support student achievement in a cohesive way, aligning and expending all funds in the most efficient manner possible, with federal funds supplementing state funded actions/services.

The goals, action/services, data and budgeting are aligned within and across the LCAP/SPSA to create a strong instructional focus for achieving the desired student outcomes. Along with LCFF funding the LCAP includes expenditures of Title I and Title II for activities that supplement the base program. State and local assessment results indicate a need to focus on improving student achievement in math, and decreasing chronic absenteeism. In response the district will be switching interim assessment tools from MAPS to iReady, and implementing AVID.

Identified areas of improvement in Warner USD are addressed through a base program that provides high quality teachers, textbooks, and instructional materials aligned to the California State Standards to all students. Professional development is provided through LCFF S/C funding, as is additional certificated support. Title 1 funds supplement this by providing an instructional aide who focuses on additional help for Low Income, Foster Youth and English Learner students along with resources for working with those student groups. Title II funds also support Professional Learning targeted toward successful strategies for building success for the underachieving students.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Warner Unified School District ensures that students who are experiencing homelessness have equal access to the same free, appropriate public education that is provided to other students. Students are enrolled immediately and participate fully in the school program allowing them the opportunity to meet rigorous academic standards. Students who are experiencing homelessness have access to all the same supports as all students at the school, college and career support, tutoring programs, and counseling services.

The services provided by Title 1 are coordinated with the services the LEA provides under the McKinney-Vento Homeless Assistance Act. The Homeless Student Liaison, Kelcy Sutton (Counselor), ensures the rights of homeless students and families are protected and that they are aware of, and comfortable accessing, services provided by the district. Services include additional help and support from Title I funded Instructional Aides to help at-risk students master academic standards and build their social/emotional well being.

Warner USD provides transportation to students as well as coordination with local agencies for services from our community liaison, with assistance from our county office of education.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Pre-school programs – N/A

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) coordination with institutions of higher education, employers, and other local partners; and
- (B) increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Title 1 funds are not specifically targeted to transitions, however some of the general support systems in place in the district contribute to students and parents being fully prepared to be successful at the next level of education. One of the benefits of being a small district is that staff get to know students and their families well, so the schools can provide focused support and attention to any student who seems to be struggling with the transition to next level of schooling.

Students generally feel comfortable transitioning from elementary to middle school because the schools are located on the same site. Towards the end of the school year, all 6th graders get to tour the middle school and meet the middle school teachers who go through the expectations of middle school. At the beginning of the school year, we have a Warner-palooza where parents and students come to school and finalize registration, tour the campus, shake hands with the superintendent, play raffles and games and win prizes. At this event, all the grades have a table set up to allow the teacher to collect information on different programs and meet with the teachers. The middle school teachers usually have copies of the textbooks on their tables and examples of the work from different projects. They also provide information about their middle school trip to Catalina Island.

Warner Middle/High School is one school, therefore transition services are minimal, but do include the Warner-palooza mentioned above. Teachers ensure that students and parents are informed of high school requirements and prepared to be successful academically and social/emotionally for the high school grades. High School success and the importance of college and career readiness are incorporated at all levels of the middle/high school. Additionally, an increasing focus on Social/Emotional Learning and Restorative Practices gives staff and students the tools to support students who may be struggling. Parents and families are a vital part of the school community and so parent events provide information on how parents can support the academic success of their children at all levels.

Warner Unified School District has entered into agreements with Palomar Community College with hopes of expanding concurrent enrollment opportunities for high school students. This has been difficult due to the extremely rural and low-income population with limited access to transportation. To bridge this, the District has added hours to our counselor position to help students meet graduation requirements and coordinate additional opportunities for high school students who are pursuing a high school diploma, career preparation, and a smooth transition to college. This person facilitates trips to colleges. Warner is surrounded by vast cattle ranches and as such the school offers an award winning Agricultural Science and FFA program, which prepares students to be successful in the local economy.

Additional Information Regarding Use of Funds Under this Part **ESSA SECTION 1112(b)(13) (A–B)**

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

No additional information.

- (A) The District does not receive funding for gifted/talented students.
- (B) The District has received grant funding to create a modern library and maker-space. Additionally, the District has increased the library-media technician back to a full-time position to manage the Library/Maker-space as well as to conduct assessments schoolwide.

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Title II funds are dedicated towards training teachers and administrators on intervention programs, curricula, and data collection. The overarching focus of this work is towards implementing a multi-tiered system of support for all students, along with induction programs.

Similar to MTSS, the teachers in the Warner Unified School District experience multiple systems of support. New teachers are supported through the SDCOE Teacher Induction program, which supports the growth and development of general education, Multiple Subject or Single Subject preliminary credentialed teachers through a mentor model while simultaneously fulfilling Commission on Teacher Credentialing (CTC) guidelines for obtaining a clear credential. Mentors provide individualized support that is aligned with current District goals leading towards accelerating new teacher practice. The District will provide professional development and instructional coaching, as well as staff collaboration time to all teachers to increase student learning outcomes and support instruction, assessment, and curriculum aligned to California State Standards and Next Generation Science Standards (NGSS). We will expect the teaching staff to dive deeper into the strategies they have learned. They will hone their skills with additional professional development and expect more from the students.

Staff will continue to develop the curriculum, alignment, and mapping process to include development of pacing guides, lesson design, formative and summative assessments. The District will train staff on systems for the use of data and results of formative, interim, & summative assessments as well as to inform MTSS. Staff will continue to build their skills in Restorative Practices and Trauma Informed Care.

Warner is a small district with a small staff, so opportunities for teachers to develop leadership skills are most often met through leading special projects or programs. Teachers are encouraged to build leadership skills during staff collaboration opportunities, or in developing responses to an identified need at the school or district. The Superintendent supports and encourages teachers who are looking for leadership opportunities.

Administrators are provided training through various forms. First, the County Office of Education (SDCOE) provides support and assistance to the Superintendent/Principal through regularly scheduled Superintendent meetings and focused meetings for small district leaders. District leaders can choose from a wide array of professional development opportunities that are available through local education groups, colleges and SDCOE.

The success of Professional Development is ultimately measured by the success of the students. Warner uses multiple measures to plan and evaluate their Professional Development, beyond the review of student academic and behavioral data. The LCAP Annual Update continuous improvement process allows all stakeholder groups (teachers, classified staff, administrators, parents, students, community partners) an opportunity to give feedback on the benefits and success of the Professional Growth and Improvement process, as well as recommendations for adjustments. Stakeholder input takes into account changes in student achievement and school climate based on the California School Dashboard and local measures, as well as more qualitative feedback from staff on the professional development activities. Additional evidence is provided through classroom observations completed by the Superintendent to determine the level of implementation of the Professional Development strategies.

Title II funding supplements the staff and services provided through state funding, by focusing on the additional needs related to supporting at-risk student groups (Low Income, English Learners, Foster Youth, and Migrant students, and students with disabilities). This includes staff development focused on implementing strategies found to be successful for at-risk student groups.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Warner USD is a small, rural school district and funds will be prioritized to benefit all students. The District has identified large scale weaknesses in reading and has focused comprehensive support and improvement activities and targeted support and improvement activities at all grades K-12. All students will have access to well-rounded, first good instruction (Tier 1) in the form of high-quality core instruction, appropriate amount of instructional time per grade level, and access to dual enrollment programs. Tier 1 curricula exists and procedures are in place to measure fidelity of implementation. All students will complete universal screenings. Progress monitoring occurs multiple times per year. Identification includes district math pre- and post- tests, CAASPP, ELPAC, MAPS (soon iReady), and multiple other sources. Students who are identified as not meeting grade level standards in Mathematics and ELA will be provided Tier 2 and Tier 3 interventions to remediate their gaps in learning. The Student Study Team and Special Education Teacher will implement Tier 3 interventions, facilitate the use of paraprofessional staff, and provide additional academic support.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The District supports the Title II Professional Growth and Improvement programs' continuous improvement by sharing and consulting around outcome data from employee development and support evaluation system. Data represent all indicators of the multiple measures evaluation system; evidence and ratings from classroom observations, instructional and professional growth objectives data, stakeholder feedback, data-based objectives of student and educator achievement and performance data as well as final overall evaluation ratings and comments. Professional learning provides annual measures of program outcomes to teachers and stakeholders. These data are used to guide programmatic changes and professional development for program staff. Professional learning will train staff on systems for the use of data systems of formative, interim, & summative assessments as well as to inform MTSS to improve student achievement.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Title IV activities will include supplementing professional development and resources for supporting Multi-Tiered System of Supports (MTSS) both academically and behaviorally with Social and Emotional Learning (SEL), integration support for technology.

Warner USD uses the Local Control Accountability Plan (LCAP) to guide instruction and services to students in the district. Yearly, Warner USD gathers data on suspensions, expulsions, absenteeism, academic achievement, graduation rates, appropriately credentialed teachers and sufficient instructional materials and presents that information at multiple public forums. The district also seeks guidance from all stakeholders in the community to assist us in providing quality educational experiences for all students.

The District has developed partnerships with Palomar Community College District, local businesses and industry partner internships, as part of our Career Technical Education Program that support our Ag Science Program as well as our Computer Technology and Building and Construction Programs. The District also holds an Indian Advisory Committee with attendees from the three neighboring Native American Tribes. This forum is used to elicit input and feedback from the Native community as 35% of our students are Native American.

Concurrent Enrollment: Warner Unified School District has entered into agreements with Palomar Community College with hopes of expanding concurrent enrollment opportunities for high school students. This has been difficult due to the extremely rural and low-income population with limited access to transportation. To bridge this, the District has added hours to our counselor position to help students meet graduation requirements and coordinate additional opportunities for high school students who are pursuing a high school diploma, career preparation, and a smooth transition to college. This person facilitates trips to colleges and technical programs and works one on one with students to establish or implement post-secondary goals.

TOPIC: Consider approval of the positions of CTE Van Driver and CTE Instructional Aide.

DESCRIPTION: The CTE Van Driver will transport high school students to Palomar College for general education courses and the CTE Instructional Aide will work in CTE high school classrooms.

FISCAL IMPACT: \$37,000.00 (total compensation) or \$18,750.00 per position, which are already built into the budget.

RECOMMENDATION: Recommend approval

TOPIC: Consider ratification of Patrice Malloy as a CTE Van Driver and Attendance Clerk.

DESCRIPTION: To transport high school students to Palomar College who are attending college classes and to perform attendance duties, 7 hours per day, 5 days per week.

FISCAL IMPACT: \$37,000.00, total compensation; already built into the budget.

RECOMMENDATION: Recommend approval

ACTION ITEM

8

TOPIC: Consider ratification of Haley Destefani as the Girls Volleyball Coach for the 2021-2022 school year.

DESCRIPTION: To coach high school girl's volleyball in the 2021-2022 school year.

FISCAL IMPACT: Stipend, Step 1 - \$2,753.00

RECOMMENDATION: Recommend approval

TOPIC: Consider ratification of Ricardo Lara as Head Football Coach for the 2021-2022 school year.

DESCRIPTION: To coach high school football in the 2021-2022 school year.

FISCAL IMPACT: Stipend, Step 4 - \$3,388.00

RECOMMENDATION: Recommend approval

TOPIC: Consider ratification of Ricardo Lara as the Athletic Director for the 2021-2022 school year.

DESCRIPTION: Manages the school sports program at Warner Unified.

FISCAL IMPACT: Stipend, Step 4 - \$6,353.00

RECOMMENDATION: Recommend approval

TOPIC: Discussion and possible action to purchase an additional Cushman hauler.

DESCRIPTION: Board consideration to add another Cushman hauler to aid in facility maintenance.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval

TOPIC: Discussion Item: San Diego County's Socially Equitable Cannabis Program.

DESCRIPTION: Discussion Item - Ongoing

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval

Consent Agenda

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Interdistrict Attendance Agreement between Warner Unified School District and Oceanside Unified School District for the school years 2021-2026.**
- 4. Interdistrict Attendance Agreement between Warner Unified School District and San Dieguito Union High School District for the 2021-2026 school years.**
- 5. Interdistrict Attendance Agreement between Warner Unified School District and Grossmont Union High School District for the 2021-2026 school years.**
- 6. San Diego County Interagency Agreement For Providing Educational Support to Students in Foster Care.**
- 7. Ratification of San Diego County Non-Public Master Contracts for Specialized Therapy Services: San Diego Specialized Therapy Services, San Diego County Speech Pathology and Vista Hill Learning Assistance Center.**
- 8. Ratification of Independent Contractor Agreement between Warner Unified School District and Merit J. Whitney, School bus Instructor, ID Number 4454, for the 2021-2022 school year.**

Commercial Warrants

June 2021

July 2021

Commercial Warrant Detail - June 2021

Date	Reference	Name 1	Fund	Inv Amount
6/1/2021	14785651	CHERMAINE OSUNA	0100	206.93
6/1/2021	14785651	CHERMAINE OSUNA	0100	157.65
6/1/2021	14785651	CHERMAINE OSUNA	0100	58.27
6/1/2021	14785652	JOHN J. POLITANO	0100	8734.75
6/1/2021	14785653	ROMAN'S TRUCK BODY & PAINT	0100	695.19
6/1/2021	14785654	JENNIFER RUDLOFF	0100	300.00
6/1/2021	14785655	CHRISTI FEEZELL	0100	285.95
6/1/2021	14785656	DANNIS WOLIVER KELLEY	0100	1300.00
6/1/2021	14785657	JULIE OSUNA	0100	16.80
6/1/2021	14785658	TIFFANY LENFERS	0100	300.00
6/1/2021	14785658	TIFFANY LENFERS	0100	180.89
6/1/2021	14785659	RAMONA DISPOSAL	0100	752.00
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	0100	228.45
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	0100	348.18
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	0100	1683.75
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	0100	498.23
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	0100	263.00
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	0100	23.90
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	1200	17.22
6/1/2021	14785660	BANK OF AMERICA BUSINESS CARD	1300	124.00
6/1/2021	14785661	AT&T	0100	503.60
6/7/2021	14787585	OCEANUS BOTTLED WATER,INC	0100	240.40
6/7/2021	14787586	MICHELLE MAHOOD	0100	243.89
6/7/2021	14787587	U.S. POSTAL SERVICE	0100	122.00
6/7/2021	14787588	DAVID MACLEOD	0100	390.24
6/7/2021	14787589	BCM CUSTOMER SERVICE	0100	446.75
6/7/2021	14787590	JAMES PROBY	0100	826.15
6/7/2021	14787591	MELISSA RIZZO	0100	859.04
6/7/2021	14787592	TEACHER SYNERGY, LLC	0100	302.98
6/7/2021	14787593	LEAF	0100	601.43
6/7/2021	14787594	BRIGETTE SPINKS	0100	24.12
6/7/2021	14787594	BRIGETTE SPINKS	0100	66.99
6/7/2021	14787595	PACHECO HIGH SCHOOL	0100	35.00
6/7/2021	14787596	CLINICAL LABORATORY	0100	620.00
6/7/2021	14787597	HOME DEPOT CREDIT SERVICES	0100	30.79
6/7/2021	14787597	HOME DEPOT CREDIT SERVICES	0100	55.94
6/7/2021	14787598	RAMONA DISPOSAL	0100	372.56
6/7/2021	14787599	ARNTZ DISTRIBUTING COMPANY	1300	275.39
6/7/2021	14787600	US FOODSERVICE	1300	646.38
6/7/2021	14787601	STANDARD INSURANCE COMPANY	0100	367.92
6/7/2021	14787602	CALIFORNIA ASSOCIATION FFA	0100	60.00
6/10/2021	14789038	Merl Johnson - WSM	0100	1281.25
6/10/2021	14789039	ANDREA SISSONS	0100	96.96
6/10/2021	14789039	ANDREA SISSONS	0100	23.97
6/10/2021	14789040	JASMINE PAYNE	0100	1944.99

6/10/2021	14789041	DANIELLE ZURCHER	0100	150.00
6/10/2021	14789042	DAVID MACLEOD	0100	11.79
6/10/2021	14789043	SYNCB/AMAZON	0100	102.11
6/10/2021	14789043	SYNCB/AMAZON	0100	49.11
6/10/2021	14789043	SYNCB/AMAZON	0100	37.68
6/10/2021	14789043	SYNCB/AMAZON	0100	65.68
6/10/2021	14789043	SYNCB/AMAZON	0100	344.60
6/10/2021	14789043	SYNCB/AMAZON	0100	174.54
6/10/2021	14789044	HOLLY PAWLICKI	0100	300.00
6/10/2021	14789045	T-MOBILE	0100	520.00
6/10/2021	14789046	ORANGE COUNTY DEPT. OF EDUCATION	0100	5.36
6/10/2021	14789047	JULIE OSUNA	0100	111.54
6/10/2021	14789048	R3 BUSINESS SOLUTIONS	0100	343.01
6/10/2021	14789049	CAL PACIFIC TRUCK CENTER,LLC	0100	1224.90
6/10/2021	14789050	RANSOM PUMP & SUPPLY	0100	89.00
6/10/2021	14789051	VERIZON WIRELESS	0100	312.25
6/10/2021	14789051	VERIZON WIRELESS	0100	330.45
6/10/2021	14789051	VERIZON WIRELESS	0100	1147.50
6/10/2021	14789052	SAN DIEGO GAS & ELECTRIC	0100	4138.82
6/10/2021	14789053	LOURDES MARTINEZ	0100	45.00
6/10/2021	14789054	OSCAR L. SALVAIL DBA	0100	413.83
6/10/2021	14789055	WILKINSON HADLEY & CO.	0100	7800.00
6/10/2021	14789056	VISTA HILL	0100	367.00
6/10/2021	14789057	LOZANO SMITH	0100	3315.75
6/14/2021	14791387	VERBAL BEHAVIOR ASSOCIATES,INC	0100	4209.00
6/14/2021	14791388	NINYO & MOORE	0100	5420.50
6/14/2021	14791389	STAPLES CREDIT PLAN	0100	610.44
6/14/2021	14791390	VERIZON WIRELESS	0100	1100.62
6/14/2021	14791390	VERIZON WIRELESS	0100	315.03
6/14/2021	14791390	VERIZON WIRELESS	0100	334.85
6/14/2021	14791391	DEPARTMENT OF JUSTICE	0100	147.00
6/17/2021	14794245	JOHN J. POLITANO	0100	5538.34
6/17/2021	14794246	JENNIFER RUDLOFF	0100	28.03
6/17/2021	14794247	SPECIALIZED THERAPY SERVICES	0100	386.25
6/17/2021	14794248	TEACHER SYNERGY, LLC	0100	2500.00
6/17/2021	14794249	LLOYD PEST CONTROL	0100	85.00
6/17/2021	14794250	CARE SOLACE	0100	523.00
6/17/2021	14794251	BENJAMIN SPILMAN	0100	2187.30
6/17/2021	14794252	SCHOOLSFIRST PLAN ADMINISTRATION, LLC	0100	60600.00
6/17/2021	14794253	AT&T	0100	511.31
6/17/2021	14794254	ARNTZ DISTRIBUTING COMPANY	1300	202.39
6/17/2021	14794255	LOZANO SMITH	0100	4567.50
6/21/2021	14795571	CAL PACIFIC TRUCK CENTER,LLC	0100	917.85
6/21/2021	14795572	SAN DIEGO UNION TRIBUNE	0100	351.90
6/21/2021	14795573	CASBO	0100	850.00
6/24/2021	14797687	CALIFORNIA SCHOOLS VEBA	0100	3131.63
6/24/2021	14797688	RHONDA HILL	0100	14.99

6/24/2021	14797689	JASMINE PAYNE	0100	1330.78
6/24/2021	14797690	SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIA	0100	92.64
6/24/2021	14797691	DANIELLE ZURCHER	0100	32.76
6/24/2021	14797692	SYNCB/AMAZON	0100	27.98
6/24/2021	14797692	SYNCB/AMAZON	0100	44.57
6/24/2021	14797692	SYNCB/AMAZON	0100	264.91
6/24/2021	14797692	SYNCB/AMAZON	0100	16.62
6/24/2021	14797693	SCHOOL OUTFITTERS LLC	0100	99.39
6/24/2021	14797694	LEAF	0100	601.43
6/24/2021	14797695	NINYO & MOORE	0100	3909.00
6/24/2021	14797696	VITAL INSPECTION SERVICES INC,	0100	5880.00
6/24/2021	14797697	JOSTENS	0100	254.69
6/24/2021	14797698	CLINICAL LABORATORY	0100	140.00
6/24/2021	14797699	HOME DEPOT CREDIT SERVICES	0100	269.32
6/24/2021	14797699	HOME DEPOT CREDIT SERVICES	0100	38.94
6/24/2021	14797699	HOME DEPOT CREDIT SERVICES	0100	160.16
6/24/2021	14797700	PARKHOUSE TIRE, INC.	0100	441.73
6/24/2021	14797701	RAMONA DISPOSAL	0100	752.00
6/24/2021	14797702	BANK OF AMERICA BUSINESS CARD	0100	167.85
6/24/2021	14797702	BANK OF AMERICA BUSINESS CARD	0100	62.11
6/24/2021	14797702	BANK OF AMERICA BUSINESS CARD	0100	769.44
6/24/2021	14797703	ARNTZ DISTRIBUTING COMPANY	1300	92.95
6/24/2021	14797704	US FOODSERVICE	1300	1867.12
6/24/2021	14797705	OSCAR L. SALVAIL DBA	0100	495.00
6/24/2021	14797706	PITNEY BOWES	0100	193.95
6/24/2021	14797707	RAMONA UNIFIED SCHOOL DISTRICT	0100	14240.73
6/24/2021	14797707	RAMONA UNIFIED SCHOOL DISTRICT	0100	5623.85

Commercial Warrant Detail - July 2021

Date	Reference	Name 1	Fund	Inv Amount
7/8/2021	14800185	APPTegy, INC.	0100	3006.00
7/8/2021	14800186	PIVA EQUIPMENT SERVICES INC	0100	1404.87
7/8/2021	14800187	ALMA	0100	4326.00
7/8/2021	14800188	ACSA	0100	1449.00
7/12/2021	14800866	Merl Johnson - WSM	0100	545.00
7/12/2021	14800867	SHANNON STEIN	0100	52.64
7/12/2021	14800868	OCEANUS BOTTLED WATER, INC	0100	159.90
7/12/2021	14800869	MELISSA RIZZO	0100	1387.68
7/12/2021	14800870	T-MOBILE	0100	1.44
7/12/2021	14800871	NANCY SEDGWICK	0100	438.75
7/12/2021	14800872	CAL PACIFIC TRUCK CENTER, LLC	0100	1560.41
7/12/2021	14800873	NINYO & MOORE	0100	5489.00
7/12/2021	14800874	VITAL INSPECTION SERVICES INC,	0100	1050.00
7/12/2021	14800875	LITERACY RESOURCES, LLC	0100	155.98
7/12/2021	14800876	SOUTHWEST SCHOOL SUPPLY	0100	668.09
7/12/2021	14800877	PADRE JANITORIAL SUPPLIES	0100	452.65
7/12/2021	14800878	PARKHOUSE TIRE, INC.	0100	3053.14
7/12/2021	14800879	RAMONA DISPOSAL	0100	372.56
7/12/2021	14800880	SAN DIEGO GAS & ELECTRIC	0100	5405.19
7/12/2021	14800881	BANK OF AMERICA BUSINESS CARD	0100	55.47
7/12/2021	14800882	WILKINSON HADLEY & CO.	0100	3000.00
7/12/2021	14800883	STANDARD INSURANCE COMPANY	0100	375.35
7/15/2021	14802128	CARNEGIE LEARNING	0100	2461.46
7/15/2021	14802129	MICHELLE MAHOOD	0100	49.98
7/15/2021	14802130	KELCY SUTTON	0100	333.52
7/15/2021	14802131	R3 BUSINESS SOLUTIONS	0100	144.82
7/15/2021	14802132	STAPLES CREDIT PLAN	0100	66.76
7/15/2021	14802133	PACIFIC LAWN MOWER WORKS	0100	178.03
7/15/2021	14802134	VERIZON WIRELESS	0100	389.96
7/15/2021	14802134	VERIZON WIRELESS	0100	259.88
7/15/2021	14802134	VERIZON WIRELESS	0100	1140.42
7/15/2021	14802135	BANK OF AMERICA BUSINESS CARD	0100	88.35
7/15/2021	14802135	BANK OF AMERICA BUSINESS CARD	0100	38.00
7/15/2021	14802135	BANK OF AMERICA BUSINESS CARD	0100	36.23
7/15/2021	14802135	BANK OF AMERICA BUSINESS CARD	0100	190.15
7/15/2021	14802135	BANK OF AMERICA BUSINESS CARD	1300	32.12
7/15/2021	14802136	DEPARTMENT OF JUSTICE	0100	49.00
7/15/2021	14802137	VISTA HILL	0100	367.00
7/22/2021	14804151	NV5	0100	4110.00
7/22/2021	14804152	CALIFORNIA SCHOOLS VEBA	0100	2249.64
7/22/2021	14804153	SOUTHERN COUNTIES LUBRICANTS LLC	0100	3213.83
7/22/2021	14804154	INFINITY COMMUNICATIONS AND CONSULTING	0100	850.00
7/22/2021	14804155	JOHNSON CONTROLS FIRE PROTECTION	0100	1945.05
7/22/2021	14804156	PIVA EQUIPMENT SERVICES INC	0100	1404.87
7/22/2021	14804157	DANNIS WOLIVER KELLEY	0100	2618.50

7/22/2021	14804158	VERBAL BEHAVIOR ASSOCIATES,INC	0100	4651.00
7/22/2021	14804159	EWING IRRIGATION PRODUCTS INC	0100	1088.71
7/22/2021	14804160	LLOYD PEST CONTROL	0100	91.00
7/22/2021	14804161	BUSY BEE LOCKS & KEYS, INC	0100	44.09
7/22/2021	14804162	R3 BUSINESS SOLUTIONS	0100	156.71
7/22/2021	14804163	FEATHER RIVER COLLEGE	0100	1200.00
7/22/2021	14804164	SOUTHWEST SCHOOL SUPPLY	0100	478.99
7/22/2021	14804165	BANK OF AMERICA BUSINESS CARD	0100	23.11
7/22/2021	14804165	BANK OF AMERICA BUSINESS CARD	0100	2718.75
7/22/2021	14804165	BANK OF AMERICA BUSINESS CARD	0100	985.90
7/22/2021	14804165	BANK OF AMERICA BUSINESS CARD	0100	1398.61
7/22/2021	14804166	AT&T	0100	62.43
7/26/2021	14805035	SCHOOL EMPLOYERS ASSOC. OF CALIFORNIA	0100	348.00
7/26/2021	14805036	SYNCB/AMAZON	0100	193.68
7/26/2021	14805036	SYNCB/AMAZON	0100	888.22
7/26/2021	14805036	SYNCB/AMAZON	0100	310.04
7/26/2021	14805036	SYNCB/AMAZON	0100	638.18
7/26/2021	14805036	SYNCB/AMAZON	0100	972.06
7/26/2021	14805036	SYNCB/AMAZON	0100	287.35
7/26/2021	14805037	ORANGE COUNTY DEPT. OF EDUCATION	0100	100.00
7/26/2021	14805038	LEAF	0100	601.43
7/26/2021	14805039	PADRE JANITORIAL SUPPLIES	0100	447.91
7/26/2021	14805040	GRAINGER	0100	1569.39
7/29/2021	14806088	MICHELLE MAHOOD	0100	250.02
7/29/2021	14806089	QUALITY LOGO PRODUCTS, INC.	0100	833.59
7/29/2021	14806089	QUALITY LOGO PRODUCTS, INC.	0100	236.40
7/29/2021	14806090	BENCHMARK EDUCATION COMPANY,LLC	0100	22412.00
7/29/2021	14806091	SCHOOL OUTFITTERS LLC	0100	624.47
7/29/2021	14806091	SCHOOL OUTFITTERS LLC	0100	2687.72
7/29/2021	14806091	SCHOOL OUTFITTERS LLC	0100	212.24
7/29/2021	14806091	SCHOOL OUTFITTERS LLC	0100	13423.85
7/29/2021	14806092	STS EDUCATION	0100	21843.17
7/29/2021	14806093	MELISSA RIZZO	0100	952.12
7/29/2021	14806094	FLINN SCIENTIFIC INC	0100	561.14
7/29/2021	14806095	HOME DEPOT CREDIT SERVICES	0100	19.52
7/29/2021	14806095	HOME DEPOT CREDIT SERVICES	0100	781.29
7/29/2021	14806095	HOME DEPOT CREDIT SERVICES	0100	200.10
7/29/2021	14806096	BANK OF AMERICA BUSINESS CARD	0100	107.74
7/29/2021	14806096	BANK OF AMERICA BUSINESS CARD	0100	233.45
7/29/2021	14806097	AT&T	0100	506.91
7/29/2021	14806098	LOZANO SMITH	0100	2930.00

Purchase Orders

June 2021

July 2021

WUSD PO LIST PERIOD COVERED 6/1/2021 - 6/30/2021

DATE	VENDOR NAME	PO#	AMOUNT
6/8/2021	TEACHERS PAY TEACHERS	19-66222	40.49
6/11/2021	SOUTHWEST SCHOOL SUPPLY	19-66223	770.52
6/14/2021	CARNEGIE LEARNING	19-66224	2512.76
6/14/2021	TEACHERS PAY TEACHERS	19-66225	2,500.00
6/14/2021	SCHOOL OUTFITTERS	19-66226	31,804.15
6/16/2021	HAGGERTY	19-66227	155.98
6/22/2021	SCHOOL OUTFITTERS	19-66228	624.47
6/22/2021	BENCHMARK	19-66229	30,649.49
6/23/2021	DAVE BANG	19-66230	21,159.75
6/28/2021	PADRE	19-66231	452.65
6/28/2021	QUALITY LOGO PRODUCTS	19-66232	1,495.27
6/30/2021	SCHOOL OUTFITTERS	19-66233	1,136.09

WUSD PO LIST PERIOD COVERED 7/1/2021 - 7/31/2021

DATE	VENDOR NAME	PO#	AMOUNT
7/6/2021	SOUTHWEST SCHOOL SUPPLY	19-66234	478.99
7/6/2021	STS EDUCATION	19-66235	6125.25
7/6/2021	GRAINGER	19-66236	1,593.63
7/7/2021	ALLIED STORAGE CONTAINERS	19-66237	6,411.13
7/7/2021	TEACHERS PAY TEACHERS	19-66238	40.98
7/7/2021	PADRE	19-66239	290.71
7/9/2021	EWING	19-66240	1,088.71
7/13/2021	PADRE	19-66241	157.20
7/14/2021	FLINN SCIENTIFIC	19-66242	697.98
7/14/2021	NASCO EDUCATION	19-66243	306.68
7/14/2021	REALITYWORKS	19-66244	2,677.12
7/15/2021	CURRICULUM ASSOCIATES	19-66245	9,856.22
7/20/2021	SCHOOL OUTFITTERS	19-66246	11,010.04
7/21/2021	SOUTHWEST SCHOOL SUPPLY	19-66247	254.29
7/26/2021	RIDDELL	19-66248	2,224.40
7/26/2021	SCHOOL MATE	19-66249	842.25
7/26/2021	SOUTHWEST SCHOOL SUPPLY	19-66250	256.80
7/27/2021	MCKINNET-VENTO	19-6651	998.00
7/29/2021	EDJOIN	19-66252	800.00
7/29/2021	SCHOLASTIC NEWS	19-66254	952.11
7/30/2021	QUALITY LOGO PRODUCTS	19-66255	394.48

Interdistrict Attendance Agreement between Warner Unified School District and Oceanside Unified School District for the school years 2021-2026.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 4th day of June, 20 21 by and between the Oceanside Unified School District of San Diego County and the Warner Unified School District of San Diego County is effective only for the school year(s) 20 21 through 20 26 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):

- ☐ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
- ☐ **Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
- ☐ **Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.

- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
☒ Discipline ☒ Attendance ☒ Academics ☐ Discipline ☐ Attendance ☐ Academics
- Additional conditions (optional) Both districts must agree
☐ Partial agreements to the end of the year
☒ Locations of the school site, once admitted is at the discretion of the receiving district.
☐ Other, specify _____

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Coordinator of Student Services
- Director of Student Services
- Associate Superintendent, Educational Support Services

The application deadline of January 1 has been waived ☒ Yes ☐ No

Signature [Signature]

Title Director of Student Services

Approved by the Governing Board on:

Date Not required by OUSD BOE.

District schools/programs known to be impacted at the time of this agreement:

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Superintendent
- School Board
- _____

The application deadline of January 1 has been waived ☒ Yes ☐ No

Signature [Signature] Aug 10, 21

Title Superintendent

Approved by the Governing Board on:

Date Aug. 10, 2021

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

Oceanside Unified School District

Warner Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

Interdistrict Attendance Agreement between Warner Unified School District and San Dieguito Union High School District for the school years 2021-2026.

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 10 of June, 2021, by and between the San Dieguito Union High School District of San Diego County and the Warner Unified School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☐ Other, specify: _____

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Dieguito Union High School District	District: <u>Warner Unified School District</u>
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial: <u>Superintendent</u>
Appeal: Interdistrict Appeal Hearing Panel	Appeal: <u>School Board</u>
Personal Conference: Deputy Superintendent	Personal Conference: _____

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Title: Interim Superintendent	Title: <u>Superintendent</u>
District: San Dieguito Union High School District	District: <u>Warner Unified School District</u>
Date Approved by Governing Board: June 10, 2021	Date Approved by Governing Board: _____

Interdistrict Attendance Agreement between Warner Unified School District and Grossmont Union High School District for the school years 2021-2026.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 10th day of August, 2021 by and between the Warner Unified School District of San Diego County and the Grossmont Union High School District of San Diego County is effective only for the school year(s) 20 21 through 20 26 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☐ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ **Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ **Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: contract are as follows:
☒ Discipline ☒ Attendance ☒ Academics ☐ Discipline ☐ Attendance ☐ Academics
2. Additional conditions (optional) Both districts must agree
 - ☐ Partial agreements to the end of the year
 - ☒ Locations of the school site, once admitted is at the discretion of the receiving district.
 - ☐ Other, specify

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS: DISTRICT APPEAL PROCESS AS FOLLOWS: 1.

1. _____ Superintendent _____	1. _____
2. <u>School Board</u>	2. _____
3. _____	3. _____

The application deadline of January 1 has been waived ☒ Yes ☐ No The application deadline of January 1 has been waived ☐ Yes ☐ No

SIGNATURES

Signature <u>[Signature]</u>	Signature _____
Title <u>Superintendent</u>	Title _____

Approved by the Governing Board on: _____

Date August 10, 2021 _____ Date _____

District schools/programs known to be impacted at the time of this agreement: _____ District schools/programs known to be impacted at the time of this agreement: _____

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign on their behalf.

Warner Unified _____ School District _____ School District
The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

**San Diego County Interagency Agreement for Providing
Educational Support to Students in Foster Care.**

SAN DIEGO COUNTY INTERAGENCY AGREEMENT

**FOR PROVIDING EDUCATIONAL SUPPORT TO
STUDENTS IN FOSTER CARE**

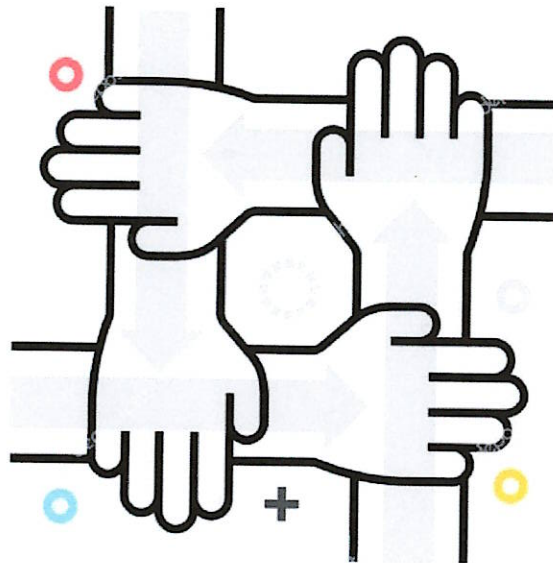
**PROBATION
DEPARTMENT**

**HEALTH AND HUMAN
SERVICES
CWS**

**SUPERINTENDENT OF
SCHOOLS**

**PUBLIC AND
ALTERNATE
PUBLIC DEFENDER**

**SCHOOL
DISTRICTS**



**SUPERIOR
COURT**

**VOICES FOR
CHILDREN**

AUGUST 1, 2021

SAN DIEGO COUNTY

INTERAGENCY AGREEMENT AMONG:
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:
FOSTER YOUTH SERVICES COORDINATING PROGRAM

SAN DIEGO COUNTY LOCAL EDUCATION AGENCIES (LEAs)

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:
JUVENILE COURT AND COMMUNITY SCHOOLS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

SAN DIEGO COUNTY
HEALTH AND HUMAN SERVICES AGENCY CHILD WELFARE SERVICES
(A Placing Agency)

SAN DIEGO COUNTY PROBATION DEPARTMENT
(A Placing Agency)

SAN DIEGO COUNTY DEPARTMENT OF THE PUBLIC DEFENDER (SDPD) AND SAN DIEGO COUNTY
DEPARTMENT OF THE ALTERNATE PUBLIC DEFENDER (SDAPD)

CHILDREN'S LEGAL SERVICES OF SAN DIEGO, INC. (CLSSD)

VOICES FOR CHILDREN
COURT APPOINTED SPECIAL ADVOCATES (CASAs)

Prepared under the auspices of the Foster Youth Services Coordinating Program
Executive Advisory Council.

Copies can be obtained at the San Diego County Office of Education, Foster Youth Services
Coordinating Program & Homeless Education Services Program website

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

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All Appendix items listed below can be located at:

<https://drive.google.com/drive/folders/13i5bc5mOPLlvdTsp-Ngc6LQVjsgTZuFr?usp=sharing>

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PART 1: OVERVIEW

A. Acknowledgements

This document was developed by a subcommittee of the Foster Youth Services Coordinating Program, Executive Advisory Council, chaired by Mindy Kukich, Coordinator for Foster Youth Services Coordinating Program of the San Diego County Office of Education. Stakeholders included:

County of San Diego:

Health and Human Services Agency, Child Welfare Services
Melinda Verbon, Policy Analyst
Probation Department
Pablo Carrillo, Supervising Probation Officer (Placement Division) (retired)
County Counsel
Jessica Smith, Senior Deputy County Counsel

Children's Legal Services of San Diego, Inc.:

Steve Wedel, Managing Attorney, Firm 3
Larry Fluharty, Director of Legal Services CLS

San Diego County Office of Education

Foster Youth Services Coordinating Program:

Mindy Kukich, Coordinator
Susanne Terry, Coordinator
Christina Luna, Educational Liaison

Juvenile Court and Community Schools:

Stephanie Johnston, Support Services Supervisor

Grossmont Union High School District:

Dr. Omar Zavalza, Coordinator Student Support Services

San Diego Unified School District:

Michele Einspar, Program Manager

Vista Unified School District:

Michelle Walsh, Student Services Coordinator

Sweetwater Union High School District:

Mariana Gomez, Program Manager

Superior Court of California, San Diego:

Beth Brown, Staff Attorney
Joy Lazo, Staff Attorney

Voices for Children:

Jane Wehrmeister, Senior Advocacy Supervisor

Contact information for the subcommittee members is listed in Appendix G.

B. BACKGROUND

STATEMENT OF THE PROBLEM

In 2018-2019 there were more than 2,300 children in foster care in San Diego County. Demographically, the foster care population in San Diego is similar to other jurisdictions, with children of color being overrepresented. The ethnic breakdown was as follows: 26% White, 45% Hispanic, 1% Native American, 4% Asian, 10% African American and 14% Other.

In 2018-2019 DATAQUEST reports show that 47% of students in foster care were below state standards for Smarter Balance English language arts and 56% did not meet Smarter Balance Math standards. The California Dashboard indicators show that students in foster care continue to have high rates of chronic absenteeism and are suspended at three times the rate of their peers. The College/Career indicator shows that students in foster care are far less prepared for college and careers by almost half the rate of other student groups.

Frequent changes in home and school placements can also have a detrimental effect on the academic performance and future success of children in foster care. Some of the barriers that children in foster care face as a result of frequent changes in placement include:

- Loss of education records, resulting in potential loss of academic credits and time spent in school and increased risk of dropping out of school
- Interruptions in their continuity of education, which further exacerbate the learning gaps that these students face
- Loss of health records, resulting in possible duplication of immunizations and a potential break in continuity of essential health care and medication
- Difficulties adjusting to changing care and school environments, resulting in stress and behavioral problems
- Loss of contact with persons familiar with their health, education, and well-being needs, resulting in inadequate care and inappropriate school placements
- Lack of permanent family or family-like support systems upon exit from foster care system
- Lack of bonding with peers, which can lead to higher risk of involvement in the juvenile justice system

LEGISLATIVE RESPONSE

In recent years, the California Legislature has taken an active role in addressing the academic needs of foster children by passing significant foster care education laws to ensure:

- A meaningful opportunity to meet state academic achievement standards
- Stable school placements
- Placement in the least restrictive educational programs
- Access to the academic resources, services, and extracurricular and enrichment activities available to all students
- Educational and school placement decisions that are based on the best interests of the child
- Timely transfer of students and their records when a change of school occurs
- FERPA exemptions for institutions, child welfare agencies and educational agencies working to improve the educational outcomes for students in foster care
- Immediate enrollment

- Placement, suspension, and expulsion notification
- Appointment of appropriate educational representatives who meet with the student
- Extended foster care for non-minor dependents
- Postsecondary support

The following legislation was enacted to support the academic needs of students in foster care and alumni of foster care:

- AB 2463 (Chapter 1129, Statutes of 1996) provides outreach, access, and retention services for foster youth interested in attending a California State University or community college.
- AB 490 (Chapter 862, Statutes of 2003) ensures school stability and enhanced educational opportunities for youth in foster care.
- SB 464 (Chapter 413, Statutes of 2003) requires a school district, special education local plan area, or county office of education to invite to the individualized education program (IEP) team meetings a representative of the group home in those cases in which a pupil with exceptional needs has been placed in a group home by a juvenile court.
- AB 1858 (Chapter 914, Statutes of 2004) sets standards and mandates to enhance the quality of non-public schools for students in foster care.
- SB 1639 (Chapter 668, Statutes of 2004) supports foster youths' right to access information on higher education and encourages the California Community Colleges, the California State University, and the University of California to disseminate information to foster care agencies regarding admissions requirements and financial aid.
- AB 1261 (Chapter 639, Statutes of 2005) amends an AB 490 section on school placement disputes, requires an organized process for school placements and requires local educational agencies to provide explanations regarding placements if they are disputed.
- The federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351) amended Title IV-E of the Social Security Act to require that case plans for children and youth in foster care include specified assurances for educational placement stability. It also provides for the cost of reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement as an allowable cost of foster care maintenance.
- In January 2008, the Judicial Council of California adopted a new set of court rules that make education a priority at every juvenile court hearing.
- AB 1393 (Chapter 391, Statutes of 2009) requires California State Universities and encourages the University of California and California Community Colleges to give priority for on-campus housing to emancipated foster youth.
- AB 167 (Chapter 223, Statutes of 2009), as amended by AB 216 (Chapter 324, Statutes 2013) exempts a youth in foster care who transfers from a new school during the eleventh or twelfth grade from completing locally imposed course requirements that exceed minimum state standards if those requirements would prevent graduation while the student remains eligible for foster care.
- AB 669 (Chapter 251, Statutes of 2009) exempts current or former foster youth 19 years of age or younger from California State University, University of California and California Community Colleges in-state residency requirements for tuition and fees.
- AB 81 (Chapter 76, Statutes of 2009) requires that a foster child who changes residences pursuant to a court order or the decision of a child welfare worker be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.
- SB 597 (Chapter 339, Statutes of 2009) conforms state law to the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 so that California's children and families can benefit from the opportunities in the federal law.

- SB 4 (Chapter 3, Statutes of 2009-10 Fifth Extraordinary Session) improves student achievement and enhances parental choice in education by providing additional options to pupils to enroll in public schools without regard to the residence of their parents. The Open Enrollment Act provides students enrolled in one of the 1,000,000 Open Enrollment schools the option to enroll in a school within the same district or any other district provided the school to which they are applying has a higher Academic Performance Index (API) than the pupil's school of residence.
- SB 1317 (Chapter 647, Statutes of 2010) defines a misdemeanor for parents or guardians of students in grades K-8 who are chronically truant and establishes a deferred entry of judgment program for such parents and guardians. A chronic truant is "any pupil subject to compulsory full-time education or to compulsory continuing education who is absent from school without a valid excuse for 10 percent or more of the schooldays in one school year, from the date of enrollment to the current date, provided that the appropriate school district officer or employee has complied with specified provisions of law."
- SB 1357 (Chapter 704, Statutes of 2010) requires the CDE, contingent on federal funding and in consultation with the Department of Finance and the Legislative Analyst's Office, to prepare CALPADS to include data on a quarterly rate of pupil attendance. It also requires that CALPADS be capable of issuing to local educational agencies periodic reports on district, school, class, and individual pupil rates of absence and chronic absentees, and states the intent of the Legislature to support the development of early warning systems to identify and assist pupils at risk of academic failure or of dropping out.
- AB 12, the California Fostering Connections to Success Act (Chapter 559, Statutes of 2010), as amended by AB 212 (Chapter 459, Statutes of 2011) conforms state law to federal law in order to maximize federal financial participation by opting in to kinship guardianship assistance payments provisions and extends transitional foster care services, including support of education, for eligible youth between 18 and 21 years of age pursuant to the federal Fostering Connections to Success and Increasing Adoptions Act of 2008. AB 12 also requires the placing agency to ensure that every school-aged child is enrolled or in the process of enrolling in a full-time school.
- AB 1933 (Chapter 563, Statutes of 2010) requires a local educational agency (LEA) to allow a child in foster care to remain in his or her school and district of origin for the duration of the court's jurisdiction. If the court's jurisdiction over a student terminates during the school year, the student may remain in the school through the end of the school year.
- SB 1353 (Chapter 557, Statutes of 2010) further defines "best interests of the child" for purposes of educational school placement. In addition, if out-of-home placement is used to attain case plan goals, the choice of placement must be close to the parent's home and must promote educational stability.
- AB 1573 (Chapter 93, Statutes of 2012) deems that a student in foster care, who remains in the school of origin, has met the residency requirements for attendance within that school district.
- AB 1712 (Chapter 846, Statutes of 2012) extends specified benefits to youth up to 21 years of age, described as nonminor dependents.
- AB 1909 (Chapter 849, Statutes of 2012) requires notification of meetings and hearings related to the discipline of a student in foster care to be provided to the holder of educational rights, the social worker, and the attorney for the student.
- AB 2060 (Chapter 176, Statutes of 2012) requires the court to determine the best appropriate educational rights holder for a student when a parent's educational rights have been limited. It also requires the educational surrogate to meet with the student and investigate the educational needs of the student.
- SB 121 (Chapter 571, Statutes of 2012) authorizes an LEA to provide the holder of educational rights with specified information and prohibits a licensed children's institution from requiring that a child be identified as an individual with exceptional needs as a condition of admission or

residency.

- SB 1568 (Chapter 578, Statutes of 2012) mandates that students in foster care be allowed to remain in their school of origin through graduation if their placement in care is terminated while the student is in high school.
- The Federal Uninterrupted Scholars Act (USA) of 2013 allows educational agencies to disclose pupil records, or the personally identifiable information contained in those records, to appropriate child welfare agency representatives engaged in addressing the pupil's educational needs (see 20 USC 1232g; 34 CFR 99.31).
- The Local Control Funding Formula (LCFF) (2013) overhauled the way California's public K-12 schools are funded, including new provisions related to foster youth.
- AB 1432 (Chapter 797, Statutes of 2014) requires the CDE to provide information to all schools, districts, and county offices of education regarding child abuse detection and reporting responsibilities of mandated reporters.
- SB 1023 (Chapter 771, Statutes of 2014) provides funds for services in support of postsecondary education for students in foster care.
- AB 2276 (2014) requires county offices of education and probation departments to develop a joint transition and planning policy to ensure all youth are effectively reintegrated into the district school system.
- AB 220 (Chapter 165, Statutes of 2015) provides that a student completing coursework which meets or exceeds the content standards for Algebra I or Mathematics 1 shall be deemed to have satisfied the graduation requirement.
- AB 224 (Chapter 554, Statutes of 2015) requires the CDE to develop a standardized notice of the educational rights of students in foster care and make the notice available to educational liaisons for dissemination.
- AB 379 (Chapter 772, Statutes of 2015) allows students in foster care to enforce their educational rights through the State's Uniform Complaint Procedure.
- AB 854 (Chapter 781, Statutes of 2015) changes "Foster Youth Services Programs" to "Foster Youth Services Coordinating Programs," aligning its definition with the LCFF definition which includes all students in foster care.
- AB 1166 (Chapter 171, Statutes of 2015) provides that if a district fails to provide timely notice of a student's eligibility determination for AB 167/216, the student is to be declared eligible for the exemption, even if the student is no longer in foster care.
- SB 445 (Chapter 289, Statutes of 2015) revises the definition of a local educational agency, as it pertains to the required appointment of a foster care educational liaison, to include all charter schools.
- The Every Student Succeeds Act (2015) reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation's education law. It contains provisions specific to foster youth, including protections related to school stability and transportation, mandatory data reporting, and agency collaboration.
- AB 379 (2015) makes foster youth education rights enforceable through the State's Uniform Complaint Procedure (UCP).
- AB 1432 (2015) requires all school personnel to complete an approved Mandated Reporter Training annually.
- AB 288 (2015) authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for students.
- AB 1962 (2018) changes the definition of "foster youth" for state funding and accountability purposes by adding a dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the tribal

court's jurisdiction in accordance with the tribe's law, provided that the child would also meet one of the descriptions in WIC § 300 describing when a child may be adjudged a dependent child of the juvenile court. This change is effective the 2020-2021 fiscal year.

- AB 1974 (Chapter 577, Statutes of 2018) prohibits a public school or school district from taking negative action against a pupil or former pupil in foster care.
- AB 2083 (2018) requires each county to develop and implement a memorandum of understanding, as specified, setting forth the roles and responsibilities of agencies and other entities that serve children and youth in foster care who have experienced severe trauma.
- AB 2657 (2018) prohibits an educational provider from using a behavioral restraint or seclusion in certain circumstances, including, but not limited to, for the purpose of coercion, discipline, convenience, or retaliation, and prohibits the use of certain restraint and seclusion techniques.
- AB 1835 (2020) requires each school district, county office of education, and charter school to identify unspent supplemental and concentration grant funds by annually reconciling and reporting to the department its estimated and actual spending of those moneys. Requires unspent funds identified pursuant to these provisions to continue to be expended to increase and improve services for unduplicated pupils and requires each local educational agency to report the amounts of unspent funds identified in its local control and accountability plan.
- SB 860 (2020) requires the plan to also describe how the program will coordinate efforts to ensure, to the extent possible, the completion of the Free Application for Federal Student Aid or the California Dream Act Application for foster youth pupils who are in grade 12 as part of the Foster Youth Services Coordinating Program.

PURPOSE OF THE INTERAGENCY AGREEMENT

The ability of the system to mitigate academic obstacles faced by children and youth in foster care is too often hampered by unclear lines of responsibility and accountability and unshared or incomplete information. For the purposes of this agreement, students in foster care are defined by:

EC 48853.5(a) This section applies to a foster child. "Foster child" means a child who has been removed from his or her home pursuant to Section 309 of the Welfare and Institutions Code, is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code, or has been removed from his or her home and is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code.

EC 42238.01(b) "Foster youth" means any of the following:

A child who is the subject of a petition filed pursuant to Section 300 of the Welfare and Institutions Code, whether or not the child has been removed from his or her home by the juvenile court pursuant to Section 319 or 361 of the Welfare and Institutions Code.

A child who is the subject of a petition filed pursuant to Section 602 of the Welfare and Institutions Code, has been removed from his or her home by the juvenile court pursuant to Section 727 of the Welfare and Institutions Code, and is in foster care as defined by subdivision (d) of Section 727.4 of the Welfare Institutions Code.

A non-minor under the transition jurisdiction of the juvenile court, as described in Section 450 of the Welfare and Institutions Code, who satisfies all of the following criteria:

- He or she has attained 18 years of age while under an order of foster care placement by the juvenile court, and is not more than 21 years of age, on or after January 1, 2014, and as described in Section 10103.5 of the Welfare and Institutions Code.

- He or she is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization that entered into an agreement pursuant to Section 10553.1 of the Welfare and Institutions Code
- He or she is participating in a transitional independent living case plan pursuant to Section 475(8) of the federal Social Security Act (42 U.S.C. Sec. 675), as contained in the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351), as described in Section 11403 of the Welfare and Institutions Code.

A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the tribal court's jurisdiction in accordance with the tribe's law, provided that the child would also meet one of the descriptions in Section 300 of the Welfare and Institutions Code describing when a child may be adjudged a dependent child of the juvenile court.

Therefore, the purpose of the Interagency Agreement is to specify the roles and responsibilities of the agreement stakeholders collectively referred to hereafter as "stakeholders" and to establish procedures for the implementation of the law at the local level.

WEB-BASED INFORMATION SHARING

The Foster Youth Services Coordinating Program of the San Diego County Office of Education (FYSCP) retired a secure web-based system, Foster Youth – Student Information System (FY-SIS®) in 2019. FYSCP agreed to provide a new secure web-based information system known as Foster Focus in 2020 to store demographic, health, and education information for youth who are under the jurisdiction of the Superior Court of California, County of San Diego, Juvenile Division (Juvenile Court).

The Sacramento County Office of Education (SCOE) administers the Foster Focus Student System and provides secure, web-based communication between education agencies and placement agencies. Foster Focus allows for the automatic matching of records from district student information systems, the Child Welfare System/Case Management System (CWS-CMS) and CALPADS. This system allows information to be exchanged between schools and districts as students experience school placement changes.

The new Memorandum of Agreement (MOA) was signed and executed between the County of San Diego (County) Health and Human Services Agency, Child Welfare Services (HHS- CWS) and Department of Probation (Probation), and the San Diego County Superintendent of Schools (SDCSS) in 2020.

The sharing of records and information is consistent with amendments to the Federal Education Records and Privacy Act and the Education Code which allow educational agencies to share a foster youth's education records directly with appropriate child welfare agency representatives who have legal responsibility for the care and protection of the pupil, for purposes of addressing the pupil's educational needs. (See 20 USC 1232(g); 34 CFR 99.31; EC 49076)

WEB-BASED INFORMATION AVAILABLE

School districts benefit from Foster Focus by having access to information that is otherwise difficult to obtain. Schools and districts can identify all students in their school or district who are currently supervised by Juvenile Court, either as a dependent or as a ward. Additional information available includes (but is not limited to): the name and contact information for the child's social worker or probation officer and the person holding educational rights; education records (prior school placements, attendance, grades, etc.). EC 49076; WIC 827(a)(1)(G) & (b); San Diego Superior Court Local Rule. 6.4.16.

AGREEMENTS

The school district of attendance will share educational data from its local student information system to Foster Focus for students under the jurisdiction of the court after a linking agreement is executed between FYSCP and the school district. School districts will pay an initial linking fee of \$5,000. The school district will pay a fee of \$500 for each additional year thereafter.

SCOE will provide support to linking school districts to securely transfer student information to Foster Focus using a secure server.

Only those individuals authorized to use Foster Focus will be given access to information via an approval from the agency or district representative designated as their Foster Focus administrator. All agencies shall comply with relevant State and Federal law and other applicable local rules which relate to records use, security, confidentiality, privacy, dissemination, and retention/ destruction. This includes (but is not limited to) the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the California Education Code, and the California Welfare and Institutions Code. A complete listing of duties and responsibilities may be found in the San Diego County Foster Focus MOA. EC 49076 and WIC 827(b) and WIC 827(a)(1)(G) and San Diego Local Rules 6.6.4.16.

PRIOR AGREEMENTS ARE SUPERSEDED

This agreement supersedes all prior agreements made with respect to Foster Focus and the FOSTER FOCUS® system, with the exception of the San Diego County Foster Focus MOA, which remains in full force and effect.

No agency is required to share student records or information if not permitted by applicable state or federal laws and no agency receiving student records or information under this Agreement may further disclose it unless as permitted by applicable laws.

Relevant to participation in an interagency data information system:

- Each participating agency/district must develop security procedures or devices by which unauthorized personnel cannot access data in the system.
- Each participating agency/district must develop procedures or devices to secure privileged or confidential data from unauthorized disclosure.
- Each school district must comply with the access log requirements of Section 49064.
- The right to access information shall not include the right to add, delete, or alter data without written permission of the agency holding the data; and
- Each agency or district shall not make public or otherwise release information on an individual contained in the database if the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation

C. Description of the Interagency Agreement

FOUNDATION

This is San Diego County's fifth Interagency Agreement. It is based on:

- The first, second, third, and fourth Interagency Agreements (which, as noted in Part 1(B), are superseded by this fifth Interagency Agreement).
- The legal requirements for addressing the academic needs of foster youth.

CHANGES

Following the adoption of the first four Interagency Agreements, the San Diego County Superintendent of Schools/San Diego County Office of Education: Foster Youth & Homeless Education Services conducted workgroups with cross-system stakeholders to solicit review and feedback on how the Agreement was working. Stakeholders indicated changes to reflect a more accurate picture of how specific topics were being put into practice. In addition, the policy and procedure sections from the previous agreement were joined into one section where information is more easily found in one place.

In addition, new legislation has expanded the legal requirements for meeting the academic needs of students in foster care. These additions were incorporated into this Agreement. The Interagency Agreement is a living document that will continue to develop as the legislation and the systems serving youth continue to evolve. These changes will be reflected by amendments with revisions sent to all.

THE BODY

The Interagency Agreement has four major components as well as appendices for the Reader's Reference.

- Part 1: Overview
- Part 2: Agreement Stakeholders
- Part 3: Terms of Agreement and Signatories
- Part 4: Procedures Listed by Topic

THE APPENDICES

Because the Interagency Agreement represents the intersection of Health and Human Services, Probation and Education, the subcommittee took this opportunity to provide supplemental information that may help each profession gain a better understanding of the others. For example, the glossary has been substantially expanded and includes a few commonly used terms as well as those specifically included in the body. Another major component of the appendices is the inclusion of the California Foster Youth Education Task Force (CAFYETF) California Foster Youth Education Law Fact Sheets that explain key education functions related to foster care.

Forms and sample letters include:

- Modification from prior agreement
- Glossary
- Sample JV-535
- Sample JV-535(A)
- Sample JV-536
- Sample Badges: CWS, Probation, CLSSD & Voices for Children
- Sample Group Home and Foster Home Agreements
- Sample School Emergency Card
- Judicial Checklist re: Education
- Sample Health & Education Passport
- Sample Needs & Services Plan

- Sample Appraisal/Needs & Services Plan for Group Homes
- Foster Care Education Fact Sheets
- School Enrollment / Disenrollment Notice for Foster Youth
- Contact List by Agency
- Subcommittee Contact Information
- AB 1909 Letter
- AB 490 Initial Intake Form
- AB 490 Case Closure Form
- Best Interest Determination Form

All Appendices items can be located at <https://drive.google.com/drive/folders/13i5bc5mOPLlvdTsp-Ngc6LQVjsgTZuFr?usp=sharing>

IMPLEMENTATION

Training is provided to all stakeholders on an ongoing basis, including implementation of the procedures in the Interagency Agreement. Stakeholders having difficulties with any aspect of the procedures are encouraged to contact the FYSCP office at (858) 298-2060, which will facilitate the communication so that solutions can be explored for incorporation into updates.

FORMAT

The Interagency Agreement will be accessible electronically at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

PART 2 AGREEMENT STAKEHOLDERS

This Agreement is entered into by the following stakeholders:

Education Agencies:

- SDCOE: Foster Youth Services Coordinating Program (FYSCP)
- San Diego County Local Education Agencies (LEAs)
- SDCOE: Juvenile Court and Community Schools

Placing Agencies:

- County of San Diego Probation Department (Probation)
- County of San Diego Health and Human Services Agency (HHSA) - Child Welfare Services (CWS)

Superior Court of California, County of San Diego (SCCSD)

Children's Legal Services of San Diego, Inc. (CLSSD)

San Diego County Department of the Public Defender (SDPD)

San Diego County Department of the Alternate Public Defender (SDAPD)

Voices for Children - Court Appointed Special Advocates (CASAs)

AGREEMENT PARTICIPANT DESCRIPTIONS

EDUCATION AGENCIES

Foster Youth Services Coordinating Program (FYSCP):

As outlined in AB 854, the Foster Youth Services Coordinating Program has successfully supported the educational achievement of pupils in foster care. This success has contributed to landmark California education finance reform that prioritizes the educational needs of pupils in foster care. The County Office of Education is uniquely situated to support interagency collaboration and capacity building, both at the system and individual pupil level, focused on improving educational outcomes for pupils in foster care.

As a key component to the successful implementation of the local control funding formula (LCFF), the FYSCP should support and facilitate such collaboration and capacity building while preserving the ability to provide direct services when there are identified gaps in services at the local level and the local Executive Advisory Council determines that these services are needed and aligned with local control and accountability plan priorities.

San Diego County Local Education Agencies (LEAs):

An LEA can be a public school district or a body that oversees multiple schools, including primary and secondary public and private schools. The responsibilities of an LEA may include operating the public school system, distributing grant money to school projects, and contracting for educational services.

PLACING AGENCIES

County of San Diego Probation Department (Juvenile Probation):

The Probation Department reports directly to the Juvenile Court on compliance with the Court's orders, provides supervision of the youth on Probation, and provides custodial programming for youth at three locations: Kearny Mesa Juvenile Detention Facility, East Mesa Juvenile Detention Facility, and Urban Camp. Probation provides services to strengthen families and keep families together as well as ongoing efforts to reunify youth with their family following a removal. Probation assesses youth for trauma, mental health, medical, familial, and criminogenic needs. Probation utilizes a wide variety of evidence-based prevention and intervention programs, case planning and case management to assist youth and their families. In conjunction with effective case planning, Probation works collaboratively with local

schools, community-based organizations, Health and Human Services (HHS), Child Welfare Services (CWS), and Behavioral Health Services (BHS), to provide the most appropriate and pertinent services. Through its Youth Development and Community Support Services (YDCSS) team members and client-centered partnerships, Probation continues to stand in Department values and become innovative through evidence-based and best practices in continuum of care, supervision, accountability, and a restorative practice philosophy within a culture of caring in promoting public safety.

County of San Diego Health and Human Services Agency (HHS) - Child Welfare Services (CWS):

Child Welfare Services (CWS) is committed to excellence in the delivery of culturally competent, family-centered, and child-focused protective services. CWS investigates reports of suspected child abuse and neglect and intervenes with families who do not meet the minimum community standards of health and safety as required by law. Investigations are conducted in a thorough and professional manner. Family interventions are completed in the least intrusive manner necessary for the protection of the child. In addition to these services, CWS administers the following: Polinsky Children's Center, a 24-hour facility for the temporary emergency shelter of children; San Pasqual Academy, a first-in-the-nation residential education campus for adolescent foster youth; foster care eligibility and licensing; group home placement services for foster youth with emotional and behavioral issues; services to emancipating foster youth; adoptive home assessments and placements; and critical support services to regional operations.

This Agreement is not applicable in situations where there is another placing agency not listed in this definition.

SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO (SCSD):

The San Diego Superior Court serves all of San Diego County as one of the state's 58 trial courts. The court has jurisdiction over criminal cases, traffic and minor offense cases, civil cases, family law cases, probate cases, and juvenile cases, including dependency, juvenile justice, and emancipations.

CHILDREN'S LEGAL SERVICES OF SAN DIEGO, INC. (CLSD):

Children's Legal Services of San Diego, Inc. (CLSD) is a non-profit public benefit corporation representing indigent children in San Diego County's juvenile dependency courts, as well as juvenile justice-involved youth.

SAN DIEGO COUNTY OFFICE OF THE PUBLIC DEFENDER:

The San Diego County Office of the Public Defender provides quality legal assistance to individuals charged with a crime in state court who are financially unable to retain private counsel. Juvenile justice matters are handled by three special units within the office.

SAN DIEGO COUNTY DEPARTMENT OF THE ALTERNATE PUBLIC DEFENDER (SDAPD):

The SDAPD represents defendants in cases where the Primary Public Defender has a conflict of interest or is unable to represent the accused for various reasons. For example, it would be a conflict of interest for the same office to represent all defendants charged with the commission of the same crime. As a result, the Board of Supervisors voted to create a second public defender office in 1990.

VOICES FOR CHILDREN – COURT-APPOINTED SPECIAL ADVOCATES (CASAs):

Voices for Children works with key agencies, legal counsel, educational institutions, and community programs to identify and protect the best interests of each child. A court order grants the CASA volunteer access to educational records and to speak with school staff, regardless if they are appointed as the child's educational surrogate. Voices for Children staff members are also privy to this information if a CASA is assigned. CASAs make recommendations to the Court about the permanent placement of a child (or sibling group); follow the child's progress through various placements; facilitate communication with all parties involved in a case; and commit to serve as a CASA for at least 18 months. Voices for Children also employs Case Liaisons who are stationed in each of San Diego's dependency courtrooms. These paid employees triage cases in real time, capture important information about the complexity and severity of each child's case, and find and advocate for services on less urgent cases. Case Liaisons have the same right to information as CASA volunteers.

PART 3

TERMS OF AGREEMENT AND SIGNATORIES

TOBACCO-FREE FACILITY

The San Diego County Office of Education (SDCOE) is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office of Education property.

PERIOD OF AGREEMENT

This agreement will be effective from August 2021 to July 2026. SDCOE: Foster Youth Services Coordinating Program will convene a subcommittee to review the document annually in response to legislative changes and input from member agencies. All of the parties may elect to extend this Agreement for any period beyond five years, pursuant to the amendment requirements described under the "Amendments to this Agreement" section below.

TERMINATION

Prior to the expiration date of this Agreement, a party may terminate this Agreement for convenience at any time by providing written notice of the intent to terminate upon all parties pursuant to the 'Notice' requirement in Part 4 of this Agreement. Upon termination of this Agreement, if a party retains information received under it, any subsequent use, storage, and access to such information will continue to be subject to the terms and conditions of this Agreement.

CONFIDENTIALITY AND INFORMATION SHARING

Release of information and information sharing with and to SDCOE-FYSCP and among signatories of the Agreement is pursuant to EC 49076 (a)(1), WIC 827(a)(1)(G) & (b) and San Diego Superior Court Local Rules, rule 6.6.4.(16).

Any sharing of specific information is in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the Uninterrupted Scholars Act of 2014, the Child Abuse Prevention and Treatment Act (CAPTA), and the Health Insurance Portability and Accountability Act (HIPAA). This information will be used solely for meeting the educational needs of foster youth and shall not be shared with others or

used for any other purposes. All such released information is also subject to all applicable federal, state, and local laws, rules, regulations, policies and other applicable court orders regarding confidentiality and privacy.

INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other parties, their directors, officers, agents, volunteers, and employees, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damages or destruction of property, injuries to or death of persons, and reasonable attorney fees and costs, resulting from or arising out of performance and/or nonperformance of its duties and responsibilities under this Agreement; and any other negligent act or omission of that respective party's directors, officers, agents, volunteers, or employees in connection with the terms and conditions of this Agreement. A party shall have no obligation, however, to defend, indemnify or hold harmless a second party from such a claim, demand, damage, loss, or other liability if it is determined by a court of competent jurisdiction that such was caused by the sole negligence or willful misconduct of that second party. If a claim, demand, damage, loss, or other liability arises out of the concurrent acts or omissions of more than one party, those respective parties are each completely liable to all other parties under the indemnification requirements of this paragraph. Notwithstanding the foregoing language, nothing in this Agreement shall be construed as (1) a waiver of any legal rights to judicial or quasi-judicial immunity that apply to the San Diego Superior Court, its employees, and/or its judicial officers; or (2) a promise to indemnify any party to this Agreement with respect to any actions by the Court, its employees, and its judicial officers that are subject to judicial or quasi-judicial immunity; or (3) limitations on the judicial discretion of the Court's judicial officers.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and, with the exception of the FOSTER FOCUS® MOA referenced in Part 1(B) of this Agreement, no prior writings, or representations of any nature, written or oral, shall be deemed to vary the provisions hereof.

AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended to reflect changes in legislation or policy. Amendments will be sent in writing to a representative of each party to this Agreement. Parties to this Agreement are identified below in the 'Signatories to Agreement' section of Part 4.

GOVERNING LAW

This Agreement will be deemed to have been made in and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California.

COMPLIANCE WITH APPLICABLE LAWS

All responsibilities identified in this Agreement shall be performed in accordance with applicable federal, state, and local laws, rules, regulations, and policies.

NOTICE

All notices, requests, demands and other communications made to parties under this Agreement shall be in writing and delivered personally or sent by United States first class mail, postage prepaid, to the addresses set forth in the "Signatories to Agreement" section below.

NON-ASSIGNMENT

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto. None of the rights, privileges, interests, duties or obligations created by this Agreement are assignable by a party without the prior written consent of all the remaining parties.

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SAN DIEGO COUNTY
HEALTH & HUMAN SERVICES AGENCY**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**COUNTY OF SAN DIEGO PROBATION
DEPARTMENT**

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHILDREN'S LEGAL SERVICES OF SAN DIEGO, INC.

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

**SAN DIEGO COUNTY OFFICE OF
THE PUBLIC DEFENDER**

By (Authorized Signature)

Name (Type or Print)

Title

Date

VOICES FOR CHILDREN

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SAN DIEGO COUNTY OFFICE OF THE
ALTERNATE PUBLIC DEFENDER**

By (Authorized Signature)

Name (Type or Print)

Title

Date

JCCS

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS

ALPINE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CAJON VALLEY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHULA VISTA

By (Authorized Signature)

Name (Type or Print)

Title

Date

BONSALL UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARDIFF

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS (continued)

DEL MAR UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ENCINITAS UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

ESCONDIDO UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS (continued)

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN PASQUAL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN YSIDRO

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS (continued)

SANTEE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOUTH BAY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLECITOS

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOLANA BEACH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SPENCER VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

HIGH SCHOOL DISTRICTS

ESCONDIDO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

GROSSMONT UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGUITO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SWEETWATER UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

UNIFIED SCHOOL DISTRICTS

BORREGO SPRINGS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CORONADO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

OCEANSIDE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARLSBAD UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

POWAY UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

UNIFIED SCHOOL DISTRICTS (continued)

RAMONA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN MARCOS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

WARNER UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date



David MacLeod

Superintendent

Aug. 10, 2021

PART 4

PROCEDURES LISTED BY TOPIC

OVERVIEW

This section of the Interagency Agreement sets forth specific procedures and responsibilities of stakeholders in addressing the educational needs of children in foster care. This section combines two sections from the previous agreement (Policies and Procedures) and outlines the basis in law as well as local agreement.

TOPICS COVERED

The six major components of Part 4 are:

- Educational Rights and District-Appointed Surrogate Parents
- School Placement Choice
- Change in Schools
- Residential Placement
- Records, Lists, Notifications and Monitoring
- Transportation

A. Educational Rights and District-Appointed Surrogate Parents

DEFINITIONS

California law refers to the person who has been given educational rights by the court as an “educational representative” or “educational rights holder” and the person appointed by school districts as a “surrogate parent.” However, the federal government refers to the person appointed by the court as a “surrogate parent.” In this document the phrase “person holding educational rights” is used when referring to the person appointed by the court and the term “district-appointed surrogate parent” is used when referring to the person appointed by the school district.

ORGANIZATION OF THIS SECTION

The authorities, responsibilities and procedures regarding educational rights are presented first, followed by those relating to district-appointed surrogate parents.

Educational Rights

OVERVIEW

Normally, parents or legal guardians have the right to make educational decisions for their children. This continues to be the case, even after children enter the foster care system, unless the court determines that it is in the best interest of the child to limit the educational rights of the parents and assign

someone else as the responsible person to serve this function. Resource parents/caregivers may or may not be the persons holding educational rights. The court may appoint one or more persons to jointly hold a student's educational rights (please refer to "Procedures re: Educational Rights" section).

PLACING AGENCY RESPONSIBILITIES

Placing agencies will:

1. Identify who holds educational rights at the time of out-of-home placement (and at all subsequent hearings) and state whether it is appropriate for them to retain those rights
2. When appropriate, recommend to the court that educational rights be limited and recommend an alternate rights holder
3. Keep a record of who holds educational rights for a foster youth
4. Inform the person holding educational rights of their role and responsibilities
5. In the event that the person holding educational rights resigns, notify the court so that an alternate can be assigned
6. Notify the caregivers of who holds educational rights and of any change in the educational rights holder
7. Inform the AB 490 School District Foster Care Liaison of who holds educational rights and of any changes in the educational rights holder

CRC 5.651(b)(2); WIC 358.1, 366.1, 727.2

EDUCATIONAL RIGHTS HOLDER RESPONSIBILITIES

The person who holds educational rights represents the child in matters relating to regular and special education. A person holding educational rights has the same educational rights as a parent/legal guardian and should be a strong advocate for the child in all education matters. All decisions made must be based on the best interest of the child. The person holding educational rights is also required to:

1. Meet with the child at least once
2. Consult with those involved in the child's education
3. Review education records
4. Request/provide written consent for all assessments and services
5. Participate in determining whether it is in the child's best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement
6. Comply with laws pertaining to confidentiality of student records
7. Notify the placing agency upon resignation from the child's case
8. With respect to an Individualized Education Program (IEP):
 - a. Request an assessment if appropriate, and approve all IEPs
 - b. Attend all meetings
 - c. Meet with the child at least once in advance of a meeting
 - d. Review and revise the plan
 - e. Provide written consent to the IEP

EC 48850 et seq., 56055; GC 7579.5; WIC 16000(c); CRC 5.650(f)

Concerns regarding the roles and responsibilities of a student's educational rights holder should be directed to the youth's assigned case worker or probation officer.

SCCSD (JUVENILE COURT) RESPONSIBILITIES

The SCCSD (Juvenile Court) shall:

- Require that court reports, case plans, assessments and permanency plans address the following:
 - (a) The child's educational entitlements and how those entitlements are being satisfied.
 - (b) Information to assist the court in deciding whether the right of the parent/guardian to make educational decisions should be limited; and
 - (c) Information concerning whether the school has met its obligation to provide educational services to the child.
- Where feasible, provide oversight of placing agencies to ensure the child's educational rights are investigated, reported, and monitored.
- Ensure that each parent/ guardian receives information and available assistance concerning the child's educational entitlements. (Standards of Judicial Administration 5.40(h).)

A. The court may appoint a responsible adult to make educational decisions.	
IF the.....	THEN the court.....
B. court cannot identify a responsible adult, but no IEP is involved or potentially involved	with input from others, will make the educational decisions
C. court cannot identify a responsible adult AND the child is potentially eligible for special education or already has an IEP	will refer the child to the LEA to appoint a district surrogate.
D. child is in a permanent placement formerly called long term foster care	may: <ul style="list-style-type: none">• Allow resource parents/caregiver to represent the child without a court appointment. However, current local policy requires the submission of a JV-535 to the court• Determine that any or all of the above may not make educational decisions for the child. CRC 5.651(b)(1)

SDCOE: FYSCP RESPONSIBILITIES

SDCOE: FYSCP will maintain a secure web-based database known as Foster Focus. Utilizing data received from HHSA-CWS, San Diego Juvenile Court, San Diego Probation and all San Diego County School Districts, Foster Focus will collect and store education information for foster youth in the dependency and juvenile justice systems. This includes information about educational representatives on the JV-535 forms received from the Juvenile Court Clerk. FYSCP will maintain the strictest confidentiality of this information and will ensure that only authorized users are allowed access to Foster Focus. FYSCP will ensure that all schools and school districts have access to this information in order to identify the educational rights holder by emailing an encrypted or password-protected copy of the JV-535 after it is uploaded to Foster Focus.

EDUCATIONAL RIGHTS HOLDER PROGRAM (ERHP)

This program is an agreement between the Children's Legal Services of San Diego, Inc. (CLSSD), HHSA-CWS, San Diego County Superintendent of Schools, FYSCP, San Diego Volunteer Lawyer Program, Inc. (SDVLP), University of San Diego – Education and Disability Clinic (USD-EDC), and University of San Diego – Children's Advocacy Institute (USD-CAI) & Advocates for Children and Education (USD-ACE). The ERHP intends to eliminate delays in meeting the educational rights of foster youth by training and providing student volunteers from USD to serve as Educational Rights Holders (ERHs) on a short-term basis until a permanent ERH can be appointed. In appropriate cases and considered on a case-by-case basis, a volunteer from ERHP can serve as a temporary ERH until educational rights are transferred to another individual who can serve as a permanent ERH or educational rights are transferred back to the parent(s), guardian(s), or Indian custodian(s) of the student in foster care.

LOCATION OF INFORMATION

Sources for identifying who holds educational rights are the:

- FOSTER FOCUS®
- Health and Education Passport (See Appendix E3)
- Placing Agency
- Minor's counsel

DURATION OF APPOINTMENT

If a person is assigned to hold educational rights, the assignment lasts until:

- The youth reaches age 18
- A non-minor dependent chooses to have another adult appointed while in extended foster care
- Another adult is appointed instead
- The educational rights of the parent, guardian or Indian custodian are restored
- A successor guardian or conservator is appointed
- The person resigns

WIC 361, 726; GC 7579.5; CRC 5.650.

Procedures Re: Educational Rights

Step 1: PETITION THE COURT

The following entities may petition the court to limit the educational rights of the parents. The table below sets forth the process.

Who can petition the court?	<ul style="list-style-type: none">• The placing agency• The child's attorney <p>Note: Others with concerns re: the person holding educational rights should contact the placing agency.</p>
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How?	<ul style="list-style-type: none"> Complete the Order Designating Educational Rights Holder (Form JV-535) and Attachment to Order Designating Educational Rights Holder (Form JV-535(A)). See Appendix B1. Be prepared to recommend a responsible adult to serve as the ERH.
When?	At any stage in the case, or an ex parte or special hearing may be requested.

STEP 2: THE COURT DECIDES

After hearing evidence, the court may limit the educational rights of the mother, father, guardian, Indian custodian, or anyone holding educational rights.

If the court has limited the educational rights of the parents, guardian, or Indian custodian, there are four possible outcomes which are listed in the table below:

E. The court may appoint a responsible adult to make educational decisions.	
IF the.....	THEN the court.....
F. court cannot identify a responsible adult, but no IEP is involved or potentially involved	with input from others, will make the educational decisions.
G. court cannot identify a responsible adult AND the child is potentially eligible for special education or already has an IEP	will refer the child to the LEA to appoint a district surrogate.
H. child is in a another planned permanent living arrangement (APPLA, formerly called long term foster care)	may allow resource parents/caregiver to represent the child without a court appointment (however, current local policy requires the submission of a JV-535 to the court)

STEP 3: CHOICE OF APPOINTMENT

The first choice for appointment of a person to hold educational rights is the child's Substitute Care Provider (includes relative, non-related extended family member, foster parent, or resource parent/caregiver).

If none of the above is feasible, the next choice is another involved adult such as:

1. A relative who is not a current caregiver
2. A non-related extended family member who is not a current caregiver
3. A CASA volunteer
4. A mentor to the child
5. Another adult known to the child

PERSONS NOT APPROPRIATE FOR APPOINTMENT DUE TO A CONFLICT OF INTEREST

1. Licensed Care Institution (LCI) staff
2. Placing agency staff
3. The child's attorney

STEP 4: TRANSFER OF DOCUMENTS

The following documents are transferred when the educational rights holder changes:

Task	Action
1.	The juvenile court clerk emails the JV-535 and JV 535(A) Forms (Appendix B1) to: a. the FYSCP Designee
2.	The FYSCP Designee: a. enters the information into Foster Focus® b. sends an encrypted email with the JV-535 Form to the AB 490 School District Foster Care Liaison and Regional FYSCP Liaison to share with the Placing Agency HEP OA.
3.	The AB 490 School District Foster Care Liaison sends the JV-535 Form to the designated school personnel.
Note: The minor's attorney is notified of the change in educational rights holder via the court minute order or at the next court hearing.	

STEP 5: COMMUNICATION

The school provides the following to the person holding educational rights and the CASA, if one is assigned, regardless of whether the CASA is assigned educational rights. The CASA's court order gives the CASA the right to receive information related to a child's education, regardless of whether the CASA is assigned to hold educational rights, including:

- Copies of progress reports, report cards, transcripts, and any other pertinent school records, including disciplinary reports.
- Inclusion in:
 - o all meetings pertaining to special education and general education programs
 - o review of and consent to the recommendations of the IEP team
 - o the determination of whether it is in the child's best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement
- Notification of:
 - o all meetings, including but not limited to parent-teacher conferences, student study team meetings, IEP and Student Attendance Review Board (SARB) meetings
 - o disciplinary actions, including suspensions and expulsions
 - o attendance issues

District-Appointed Surrogate Parents

OVERVIEW

There are times when the court limits the educational rights of the parents, guardian, or Indian custodian but:

- No substitute has been appointed as the responsible person, or
- No parent, guardian, or Indian custodian can be identified, or
- No parent, guardian, or Indian custodian can be located.

If this situation exists for a child who has an IEP or is referred for an IEP assessment, the court will ask the LEA to appoint a district surrogate parent.

LOCATION OF INFORMATION

Sources for locating the identity of the district-appointed surrogate parent, if applicable, are the:

- Health and Education Passport (Appendix E3)
- Foster Focus®
- Placing Agency
- AB 490 School District Foster Care Liaison (a current list of AB 490 School District Foster Care Liaisons can be found on the FYSCP website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-programs-services.aspx>)

DURATION OF APPOINTMENT

The duration of appointment as a district surrogate parent is the same as for a person assigned to hold educational rights, except when the child moves to a different school district. At that time, a new surrogate would have to be appointed by the district serving the child.

RESPONSIBILITIES

The district-appointed surrogate parent shall:

- Represent the child in matters relating to regular and special education. A person holding educational rights has the same educational rights as a parent/legal guardian and should be a strong advocate for the child in all education matters. All decisions must be based on the best interest of the youth.
- Meet with the child at least once
- Consult with those involved in the child's education
- Review education records
- Request and provide written consent for all assessments and services
- Participate in determining whether it is in the child's best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement

- Comply with laws pertaining to confidentiality of student records
- Notify the placing agency upon resignation from the child's case
- With respect to an Individualized Education Program (IEP):
 - request an assessment if appropriate, and approve all IEPs
 - attend all meetings
 - meet with the child at least once in advance of a meeting
 - review and revise the plan
 - provide written consent to the IEP

EC 48850 et seq.; GC 7579.5; WIC 16000(c); CRC 5.650(f)

Procedures Re: District-Appointed Surrogate Parents

STEP 1: COURT DETERMINES NEED FOR DISTRICT-APPOINTED SURROGATE

As indicated in Step 2 under "Procedures Re: Educational Rights," the court will determine the legal need for a district-appointed surrogate parent under the following circumstances:

- The court has limited the educational rights of the parent(s), guardian, or Indian custodian, AND
- The court cannot identify a responsible adult to hold educational rights, AND
- The child is potentially eligible for special education or already has an IEP

STEP 2: REFERRAL TO LEA

Once the need for a district-appointed surrogate parent is determined, the court will refer the matter to the LEA. The JV-535 is the form the court uses to notify the LEA of the need to appoint a surrogate. (For JV-535 see Appendix B1.)

STEP 3: INITIAL TRANSFER OF DOCUMENTS

Once the court has limited educational rights, the same process for transferring documents is followed as described in Step 4 under "Procedures Re: Educational Rights." There are two additional document transfers as well:

1. Along with the JV-535 Form, the court clerk emails the Local Education Agency Response to JV-535—Appointment of Surrogate Parent (Form JV-536) to the FYSCP designee who emails the appropriate AB 490 School District Foster Care Liaison. (For JV-536 see Appendix B2.)
2. The AB 490 School District Foster Care Liaison provides both the JV-535 and the JV-536 Forms to the designated school personnel at the child's current school and/or the special education director and/or school site personnel.

STEP 4: LEA APPOINTS DISTRICT SURROGATE

Upon receipt of the referral from the court, the LEA promptly appoints a district surrogate parent for the child. Selection criteria are as follows:

- The person is NOT an employee of any agency that is involved in the education or care of the child.
- The person has no interests that conflict with the interests of the child.
- The person has knowledge and skills that ensure adequate representation of the child.
- The person may be an employee of a nonpublic agency that provides only non-educational care for the child as long as the person also meets the other selection criteria.

The preferred choices for appointment of a person to serve as district surrogate parent are the same as for appointment of an educational rights holder. These are:

1. the child's caregiver (includes relative, NREFM or resource parent/caregiver)
2. a Court-Appointed Special Advocate (CASA)

STEP 5: NEXT TRANSFER OF DOCUMENTS

The LEA completes the JV-536 Form and returns it to the court clerk within 21 calendar days of the appointment of a district surrogate parent. The court clerk emails the data to the FYSCP designee, who enters it into FOSTER FOCUS® and forwards a copy of the JV-536 Form to the placing agency.

STEP 6: CHANGE IN DISTRICT SURROGATE

If the appointed surrogate resigns or is terminated or replaced, the LEA notifies the court's clerk via the JV-536 Form. Again, the LEA must complete and submit the JV-536 Form to the court within five business days of the appointment, termination, or replacement of the district-appointed surrogate parent, or within 30 days of receipt if no surrogate is appointed. The court clerk notifies the FYSCP designee, who enters the data into FOSTER FOCUS® and forwards a copy of the JV-536 Form to the placing agency. If the court cannot identify a responsible adult to make educational decisions for the child, the appointment of a district surrogate parent as defined in EC 56050(a) is not warranted, and there is no resource parent/caregiver to exercise the authority granted by EC 56055, the court may, with the input of any interested person, make educational decisions for the child.

B. School Placement Choice

OVERVIEW

At the initial detention, placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue attending the school of origin for the duration of the jurisdiction of the court. The first key decision is whether the child will remain in the same school. The federal Fostering Connections legislation states that the child's case plan must contain both of the following:

- An assurance that the placement takes into account the appropriateness of the current

educational setting and the proximity to the school in which the child is enrolled at the time of placement.

- An assurance that the placement agency has coordinated with the person holding the right to make educational decisions for the child and appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement or, if remaining in that school is not in the best interests of the child, assurances by the placement agency and the local educational agency to provide immediate and appropriate enrollment in a new school and to provide all of the child's educational records to the new school. WIC 16501.1(g)(8).

A foster child who remains in the school of origin pursuant to EC 48853.5(f) and (g) complies with the residency requirements for school attendance in the school district operating the school of origin.

School stability is critical for academic achievement. Studies show students who switch schools score lower on standardized tests, take four to six months to recover academically and, if moved during high school, are much less likely to graduate. Therefore, the law allows the child to remain in the school of origin if the child, the person holding educational rights and the AB 490 School District Foster Care Liaison all determine that remaining in the school of origin is in the best interest of the child. The factors to consider in assessing whether the child should remain in the school of origin are listed in step three of this section.

Other guiding principles for decisions regarding school placement are:

- School placement must be based on the best interests of the youth.
- Placement in a regular public school where the youth would otherwise attend must be the first option considered.
- The youth must be in the least restrictive educational environment.

RESPONSIBILITIES

All agencies are responsible for working together to ensure that all educational and school placements for foster youth are made so that:

- The child is in the least restrictive educational program.
- The child has access to academic resources, services and extracurricular and enrichment activities that are available to all students.
- Preference is given to a regular public-school placement unless certain conditions outlined in an IEP or expulsion order exist.
- All placement decisions are in the best interest of the child and shall consider, among other factors, educational stability, and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.
- The AB 490 School District Foster Care Liaison, in consultation with, and with the agreement of, the foster child and the educational rights holder for the foster child, may recommend, in accordance with the foster child's best interests, that the foster child's right to attend the school of origin be waived and the foster child be enrolled in a public school in the attendance area where the foster child resides. EC 48853.5(f)(6).

The AB 490 School District Foster Care Liaisons of the school district of origin and school district of attendance, if different, are responsible for participating in the best interest decision process.

San Diego County Office of Education FYSCP will notify each Short-Term Residential Therapeutic

Program (STRTP) of whom to contact (the AB 490 School District Foster Care Liaison) regarding students in their placement. SDCOE will also provide information to placing agencies about education options for children residing in LCIs, along with an appropriate contact person. EC 48850(b).

Local Education Agencies (LEAs) will:

- consider a comprehensive public school in the area where the pupil is residing and would otherwise attend as the first school placement option and allow the child to remain in the school of origin, if in their best interest:
 - for the duration of the court's jurisdiction,
 - through the end of the school year if the court's jurisdiction is terminated and the student is in grades K-8,
 - through high school graduation if the court's jurisdiction is terminated and the student is in grades 9-12. EC 48853.5(f).
- place the child in the least restrictive environment, to be handled by the AB 490 School District Foster Care Liaison, in conjunction with the school. EC 48853(h).
- ensure immediate enrollment and appropriate educational placement without delay, to be handled by the AB 490 School District Foster Care Liaison, via the school registrar or designee. EC 48853.5(f)(8)(B).

Note: School placement decisions for students receiving special education are made by the IEP and the District or SELPA in which the foster youth's home, group home or STRTP is located. That District or SELPA is responsible for convening these meetings and providing FAPE, absent another placing agency. EC 56167.

A Short-Term Residential Therapeutic Program (STRTP) shall not require as a condition of placement that it (the STRTP itself) provide the education through a nonpublic school that is owned, operated, or associated with the STRTP. EC 56366.9.

Placing agencies will:

- include in case plans an assurance that the child's foster care placement takes into account proximity to the school in which the child is enrolled at the time of the placement as well as a summary of health and education records.
- include in case plans specified information about the child such as names and addresses of the child's education providers, grade level performance, school record and other relevant education information. WIC 16010(a), 16501.1(g)(8).
- notify school personnel and AB 490 School District Foster Care Liaison at the time of a placement change and work together to determine whether the child can and should remain at the school of origin for purposes of educational stability and the child's best interest.
- ensure that information in the student information system and Emergency Card is up to date and inform school personnel when the student has reunified or is otherwise changing home placement.

Resource Parents/Caregivers will:

- comply with the provisions of law as designated by the placing agency.
- support the education of the foster youth by ensuring that:
 - Youth who wish to remain in the school of origin under EC 48853.5 receive the

opportunity to do so provided that it is in their best interest.

- If youth are reluctant to attend school, the placing agency and schools will be notified immediately.
- All youth are immediately taken to school for enrollment and the student information system has all necessary contacts and phone numbers for the caregiver as well as any restrictions imposed by the placing agency or the Juvenile Court.
- If youth remain in the school of origin, student information will be updated in the student information system and emergency cards.
- Attendance at school-related activities is facilitated and encouraged.
- A comprehensive public school is considered as the first school placement option.
- All youth receive assistance in the development and achievement of academic goals, including receiving credit for full or partial coursework.
- All youth receive assistance in the preparation and completion of homework.
- Eligible youth are referred for tutoring, special education services and advanced academic placement services, as necessary and appropriate.
- A care provider attends school conferences regarding the foster child.
- All youth have a needs-and-services plan, and the youth's health and education summary are maintained.
- Communication is maintained with the educational rights holder when this person is not the caregiver.

Remaining in School of Origin - Considerations

STEP 1: YOUTH WILL CHANGE RESIDENCES

When the placing agency becomes aware that a youth will change residences, the placing agency or its designee must notify the school and the AB 490 School District Foster Care Liaison of both the current school and the school district in which the youth will live. If the school of origin and the school of residency differ, the youth has the right to remain in the school of origin for as long as the court has jurisdiction over the child's placement, including matriculation between grades within established feeder patterns, provided that it is in the youth's best interest. The youth also has the right to attend school where the youth is living, and a best interest determination should be made.

If court jurisdiction ends during the course of a school year, the student retains the right to remain in the school of origin until the end of the school year. If jurisdiction ends while the student is in high school, the student retains the right to remain in the school of origin through graduation. EC 48853.5(f).

Within one court day of determining that a proposed placement or placement change would result in a school change, the social worker or probation officer must notify the court, the child's attorney, and the educational rights holder or surrogate parent. CRC 5.651(e)(1)(A).

- Children awaiting foster care placement cease to be entitled to protections under the McKinney Vento Homeless Assistance Act on December 10, 2016. However, children in emergency homeless shelters are still covered under the McKinney Vento Act.

STEP 2: CONSULT WITH PERSON HOLDING EDUCATIONAL RIGHTS & YOUTH

The AB 490 School District Foster Care Liaison contacts the person holding educational rights and the youth to see if they agree about school placement. The AB 490 School District Foster Care Liaison will,

whenever possible, comply with the wishes of the youth and the person holding educational rights in terms of which school placement is in the best interest of the youth. If there is not agreement, the AB 490 School District Foster Care Liaison notifies the placing agency of the decision. Note: The role of the AB 490 School District Foster Care Liaison is advisory. EC 48853.5(e) specifically states:

“(e) This section does not grant authority to the educational liaison that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible adult appointed by the court to represent the child pursuant to Section 361 or 726 of the Welfare and Institutions Code, a surrogate parent, or a foster parent exercising the authority granted under Section 56055. The role of the educational liaison is advisory with respect to placement decisions and determination of the school of origin.”

When a request is made for a student to attend a school that is neither the school of residency nor the school of origin, the AB 490 School District Foster Care Liaison will work with the placing agency and the person holding educational rights to follow the procedures for intra or inter district transfers.

STEP 3: EVALUATE BEST INTEREST OF YOUTH

The youth, the person holding educational rights, the AB 490 School District Foster Care Liaison, the placing agency, and the Substitute Care Provider (as appropriate) should consider the following factors in evaluating what is in the best interest of the youth:

Remaining in the Same School (School of Origin) Considerations		Transferring to a New School Considerations	
Continuity of Instruction			
The child is best served at the same school due to prior history.		The child is best served at a different school due to his or her future.	
Age and Grade Placement of the Child			
Maintaining friends and contacts with peers is critical to the child's meaningful school experience and participation.		Maintaining friends and contacts with peers is not critical to the child's meaningful school experience and participation.	
The child has been in this environment for an extended period of time.		The child has attended the school of origin for only a brief time.	
Academic Strength			
The child's academic performance is weak, and the child would fall further behind if transferred to another school.		The child's academic performance is strong and at grade level, and the child would likely recover academically from a school transfer.	
Social and Emotional State			
The child is suffering from the effects of mobility, has developed strong ties to the current school, does not want to leave, or is involved in school related or extracurricular activities.		The child seems to be coping adequately with mobility, does not feel strong ties to the current school, does not mind transferring to another school, or is not involved in school-related or extracurricular activities.	
Distance of the Commute and Impact on the Child's Education and/or Special Needs			
The advantage of remaining in the school of origin outweighs any potential disadvantages presented by the length of the commute.		A shorter commute may help the child's concentration, attitude, or readiness for school. The new school can meet all of the educational and special needs of the child.	
Personal Safety of the Child			

	The school of origin has advantages for the safety of the child.		The new school has advantages for the safety of the child.
Child's Need for Special Instruction			
	The child's need for special instruction, such as Section 504 or special education and related services, can be met better at the school of origin.		The child's need for special instruction, such as Section 504 or special education and related services, can be met better at the new school.
Length of Anticipated Stay in a Placement			
	The child's current living situation is outside the school of origin attendance area, but the living situation or location continues to be uncertain. The child will benefit from the continuity of remaining in the school of origin.		The child's current living situation appears to be stable and unlikely to change suddenly. The child will benefit from developing relationships with school peers who live in the community.
School Academic Performance/Progress			
	The child is connected (academically or socially) to the school of origin, and this connection outweighs transferring to a new school that can provide more academic supportive services and greater opportunities.		The new school can provide more academic support services and greater opportunities than the school of origin.

STEP 4: DISPUTE RESOLUTION PROCEDURE

If agreement among the AB 490 School District Foster Care Liaison, the person holding educational rights and the youth cannot be reached, the AB 490 School District Foster Care Liaison is responsible for informing the person holding educational rights and the youth of the district's enrollment dispute procedures in writing. See EC 48853.5(f)(9).

Effective January 1, 2016, these protections are included in the Uniform Complaint Process afforded to all students.

STEP 5: PLACEMENT DURING DISPUTE

If any dispute arises as to the placement of a pupil, the pupil has the right to remain in the school of origin pending resolution of the dispute. EC 48853(d), 48853.5(f)(9).

EXCEPTIONS TO STEP 5

Foster children living in emergency shelter homes may receive educational services at the emergency shelter as necessary for short periods of time for either of the following reasons:

- For health and safety emergencies
- To provide temporary, special, and supplementary services to meet the child's unique needs if agreed by the educational rights holder that it is in the child's best interest to attend the shelter school.

STEP 6: SPECIFIC SCHOOL CHOICE

A student in foster care must attend programs operated by the school district in which the child lives unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a county office of education juvenile court setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)(c).

C. Change in Schools

OVERVIEW

This section covers the procedures to follow once the decision has been made to transfer a student from one school to another. Whether or not a change of schools is in the best interest of the child is covered in the section of this Agreement titled "School Placement Choice."

Due to changes in placements, students are subject to frequent changes in schools. The goals of the Interagency Agreement with respect to a change in schools are to:

- Expedite enrollment
- Transfer complete records within two days
- Ensure transfer of credits
- Ensure that the child is placed in the most appropriate setting
- Minimize absences from school

RESPONSIBILITIES

Shared by LEAs and Placing Agencies:

The timely (two-day) transfer of a student and the student's records from one school to another is the responsibility of both the local education agency (LEA) and the placing agency. This includes all appropriate enrollment and disenrollment documentation. On behalf of the LEA, this responsibility will be handled by the school registrar or designee. EC 49069.5(b).

The LEA and placing agency representatives shall each monitor a placement in a nonpublic school (NPS). Placing agency concerns about the education provided at a NPS should be communicated to the LEA via the AB 490 School District Foster Care Liaison. EC 48856.

Shared by Resource Parents/Caregivers and Placing Agencies: Resource parents/caregivers and placing agencies are responsible for maintaining accurate and updated records regarding the youth's health and education. WIC 16010(a).

Placing agencies, via resource parents/caregivers, are responsible for notifying the school when a child is absent due to a placement change, attendance at a court hearing or other court-related activity so that grades are not lowered as a result. EC 48852, 49069.5(h), GC 7579.1.

When a child is disabled and identified as eligible for special education under the Individuals with Disabilities Education Act, the following responsibilities are specific to Special Education Local Plan Areas (SELPAs):

The SELPA that serves the geographic area where the student resides (including children placed in Short-Term Residential Therapeutic Programs and foster family homes) is responsible for providing special education services. Typically, these services are provided by the district in which the foster family home, group home, or STRTP is located. The County Office is responsible for ensuring each SELPA has a plan in place. EC 56156.4. This is the case even when children exercise their right to remain in the school of origin which may be in another SELPA. If that is the case, both SELPAs should coordinate to ensure the student is being appropriately served in the least restrictive environment by the responsible agency.

Charter schools are also responsible for compliance with the IDEA, although they may have different levels of responsibility depending on whether the charter school is a member of the SELPA or operating as a school of the district that authorized it. If a charter is a participating member of a SELPA, it must provide special education services. See *Wells v. One2One Learning Foundation* (2006) 39 Cal. 4th 1164. In addition, if a charter school receives federal funding under the IDEA, it must comply with all code sections under AB 490. The CDE Charter School Locator can be found here:

<https://www.cde.ca.gov/ds/si/cs/>

Each SELPA must describe a process for evaluating NPS placements, including whether the student is making progress, and must ensure that the NPS is meeting all of the requirements of an IEP. EC 56205(c).

Each SELPA will provide the placing agencies with information about the availability of appropriate public or nonpublic special education programs in the area where the youth's foster home, group home or STRTP is located. On behalf of the SELPA, this responsibility will be handled by the San Diego County Office of Education, Foster Youth Services Coordinating Program.

"Prior to placing a disabled child or a child suspected of being disabled in a residential facility, outside the child's home, a court, regional center for the developmentally disabled, or public agency other than an educational agency, shall notify the administrator of the special education local plan area in which the residential facility is located. The administrator of the special education local plan area shall provide the court or other placing agency with information about the availability of an appropriate public or nonpublic, nonsectarian special education program in the special education local plan area where the residential facility is located." GC 7579(a).

The SELPA must first consider services in public education agencies for children with disabilities who reside in LCIs and foster homes. Only if these programs are not appropriate can nonpublic services be utilized. EC 56157(a). Generally, the agency making the NPS placement remains responsible to determine the NPS's ongoing appropriateness and the student's need for such a restrictive environment.

Specific to LEAs:

Students shall attend programs operated by the LEA where the STRTP or foster home is located unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a juvenile court school, community school, or other alternative school setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)-(c).

*Please note that placement decisions for students in special education are made by the IEP team,

which requires consent by the educational rights holder.

A child who changes schools has the right to be enrolled in the new school immediately, even if there are outstanding fees, fines, textbooks, or other items due to a school or if the child does not have the clothing or records normally required for enrollment. EC 48853.5(f)(8)(B).

LEAs must award all students credit for full or partial coursework satisfactorily completed at a public school, juvenile court school, or nonpublic, nonsectarian school or agency. EC 48645.5.

A child's grades may not be lowered due to absences caused by a change in placement, a court appearance, or a court-ordered activity. EC 49069.5(g)-(h).

For students identified as eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA), the LEA shall appoint a district surrogate parent for a foster youth if requested by the juvenile court. If the court is unable to locate a responsible adult for the child, including via the Educational Rights Holder Program referenced on page (31) of this Agreement, and the child has either been referred to the LEA for special education or has an IEP, the court must refer the child to the LEA for appointment of a surrogate parent. WIC 361(a), 726(c); GC 7579.5-.6; CRC 5.650(d).

A surrogate parent makes decisions related to special education evaluation, eligibility, planning, and services. GC 7579.5(c). The LEA must make reasonable efforts to appoint a surrogate parent within 30 days after a determination that the child needs a surrogate parent. GC 7579.5(a). The LEA must select a relative caretaker, foster parent, or CASA if one is willing and able to serve. GC 7579.5(b). The LEA must use court form JV-536 to tell the court about appointments and changes. CRC 5.650(d).

When a child who has an IEP is transferred from one district to another within the state, the new school district shall provide a free appropriate public education (FAPE) without delay, including services comparable to the existing IEP, for the initial 30 days of enrollment. After 30 days, the district should convene an IEP meeting to adopt the previous IEP or present a new offer of FAPE for the parents or educational rights holder's consent. EC 56325; see also 5 CCR 3024.

FAPE refers to the provision of individualized special education and related services provided at public expense. 20 USC 1401(9); 34 CFR 300.17; EC 56000.

Four factors should be considered to determine whether a placement represents the least restrictive environment (LRE):

- Academic benefits of placement in regular education.
- Non-academic benefits of placement in regular education.
- Negative effects that the student's presence may have on the regular education environment and other pupils in it; and
- Cost of educating the student in a mainstream environment.

Sacramento City Unified Sch. Dist. v. Rachel H., 14 F.3d 1398, 1400-1401 (9th Cir. 1994).

School Districts/SELPA/County Offices of Education shall first consider placement and services available in public schools – regardless of whether the child is placed with a relative, foster parent, or group home/licensed children's institution (LCI). Foster youth with special needs may be placed in an NPS only if the district/SELPA does not have a public program that can meet the child's needs. EC 56157(a).

When a child is placed in an STRTP with an on-grounds NPS, the child may attend the on-grounds school only if the IEP team has determined that there is no appropriate public program in the community (e.g., resource specialist program, special day class, etc.) and the on-grounds program is appropriate and can implement the child's IEP. 2 CCR 60510(c)(2). The placing agency typically retains responsibility to monitor the student's progress and ensure placement in the NPS continues to meet LRE requirements.

LEAs will provide access to school records to both placing agencies and dependency attorneys. CASAs will have a court order authorizing access to educational records. The County placing agency (social workers and probation officers) is authorized to access the child's school records—without parental consent or a court order—to help with school transfer and enrollment, compile the child's education summary, and conduct case management. EC 49076(a)(1)(K). The child's dependency attorney shall have access to all records regarding the child which are maintained by the LEA. WIC 317(f).

Specific to LEAs/AB 490 School District Foster Care Liaison:

Each school district and county office of education must designate an AB 490 School District Foster Care Liaison, whose duties are and may be fulfilled by a designee:

- To ensure proper educational placement, school enrollment and checkout from school.
- To assist with the transfer of grades, credits, and records when there is a school change.

EC 48853.5 (c)(1)(2).

A student in foster care must attend programs operated by the LEA unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a juvenile court school, community school, or other alternative school setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)-(c).

A child who changes schools has the right to be enrolled in the new school immediately, even if there are outstanding fees, fines, textbooks, or other items due to a school or if the child does not have the clothing or records normally required for enrollment. EC 48853.5(f)(8)(B).

Within two business days of receiving a request for enrollment, the new school's AB 490 School District Foster Care Liaison (or designee) must contact the school last attended to obtain all of the child's records. EC 48853.5(f)(8)(C).

Within two business days of receiving a transfer request, the current school district must transfer the child out and deliver the child's records to the new school. The records must include a determination of seat time, full or partial credits earned, classes and grades, immunization records, and, if applicable, special education or Section 504 records. EC 49069.5(d)-(e). All records must be provided regardless of any fees, fines, textbooks, or other items or money owed to the school last attended. EC 48853.5(f)(8)(C).

Specific to Placing Agencies:

As soon as the social worker or probation officer becomes aware of the need to transfer a child to a new school, s/he must notify the AB 490 School District Foster Care Liaison and the school site of the child's last expected day of attendance and request that the child be transferred out. EC § 49069.5(c); see WIC 16501.1(g)(8)(B). Social workers and probation officers may access the child's school records—without parental consent or a court order—to help with school transfer and enrollment, compile the child's education summary, and conduct case management. EC 49076(a)(1).

The placing agency will assist the caregiver in compiling the information needed for enrollment. The placing agency must make certain that arrangements for, and monitoring of the child's educational progress while in placement are undertaken. CDSS Manual of Policies and Procedures (hereinafter MPP) 31-405.25.

Specific to Resource Parents/Caregivers:

Resource parents/caregivers will interact with other agencies to communicate with educational representatives, including, but not limited to, the placing agency, the LEA, teachers and teaching assistants, and the AB 490 School District Foster Care Liaison.

Resource parents/caregivers will notify the school when a youth must miss school due to court appearance, placement changes or court-ordered activities.

The STRTP will notify the school district and SELPA about children who may qualify for special education. EC 56156(c).

Resource parents/caregivers will maintain health and education records while a child is in their care, keep the placing agency informed as to updates and changes, and provide all updated health and education records to the placing agency upon change of placement. WIC 16010(e).

Resource parents/caregivers shall enroll the student in school and sign forms where the signature of the parent/guardian is requested. They are responsible for compiling the information needed for enrollment, with assistance from the placing agency. A STRTP must ensure that each child has a needs and services plan that identifies the child's educational needs and information about services to meet those needs. 22 CCR 84068.2(b)(2). A STRTP also must ensure each child's attendance at an educational program in accordance with state law. 22 CCR 84079(a)(4).

Specific to Superior Court of California, County of San Diego (Juvenile Court), Attorneys and Court-Appointed Special Advocates (CASAs):

With respect to special education, the court shall:

- See that children who come before the court and are suspected of having exceptional needs or other educational disabilities are referred for assessment. Standards of Judicial Administration 5.40(h).
- Make efforts to ensure that special education services and accommodations are provided when there are placement changes. Standards of Judicial Administration 5.40(h). The child's attorney must discuss any proposed school change with the child and the child's educational rights holder, as appropriate, and may request a hearing on the proposed change. The educational rights holder also may request a hearing. CRC 5.651(e)(2). If the court sets a hearing, the social worker or probation officer must provide a report on the proposed change within two court days, and the hearing must be held within five court days. Pending the hearing, the child has a right to remain in the current school. CRC 5.651(e)(2)-(4).
- Facilitate coordination of services by joining the LEA when it appears that an educational agency has failed to fulfill its legal obligations to provide special education to a child who has been identified as having exceptional needs or educational disabilities. Standards of Judicial Administration 5.40(h).

Procedures for Checking Youth Out of School

STEP 1: RETURN PROPERTY

As soon as the student's checkout date is known, the placing agency via the resource parent/caregiver arranges for the return of all school property and payment of any debts.

STEP 2: PLACING AGENCY NOTIFIES SCHOOL AND SDFCL OF TRANSFER REQUEST

As soon as the student's checkout date is known (within a two-day range), the placing agency notifies the current school registrar/attendance personnel or designee and the AB 490 School District Foster Care Liaison to transfer the child out of school via the placing agency.

STEP 3: SCHOOL COMPLETES TRANSFER REQUEST

Within two business days of receiving a transfer request, the current school must transfer the child out and deliver the child's records to the new school. The records must include a determination of seat time, full or partial credits earned, classes and grades, immunization records, and, if applicable, special education or Section 504 records. EC 49069.5(d)-(e). All records must be provided regardless of any fees, fines, textbooks, or other items or money owed to the school last attended. EC 48853.5(f)(8)(C).

STEP 4: MONITOR GRADES

A child's grades may not be lowered due to absences caused by a change in placement, a court appearance, or a court-ordered activity. EC § 49069.5(g)-(h). In addition, LEAs must award all students credit for full or partial coursework satisfactorily completed at a public school, juvenile court school, or nonpublic, nonsectarian school or agency. EC § 48645.5.

STEP 5: PREVIOUS SCHOOL SENDS OFFICIAL RECORDS TO NEW SCHOOL UPON REQUEST

Within two business days of receiving a request for enrollment, the new AB 490 School District Foster Care Liaison or their designee must contact the school last attended to obtain all of the child's records. EC 48853.5(f)(8)(C).

Criteria for Enrolling Youth in New School

Barring current expulsion status, the school must immediately enroll the youth without the normal enrollment records. For safety reasons, the following health information is critical, but should not delay immediate enrollment:

- Immunization records
- Health alerts
- Current medications

The new school should acquire the information above as soon as possible.

Please note that all students in foster care are active to the San Diego County Immunization Registry.

Enrollment Procedures

This section sets forth the tasks to be performed by the following:

- Placing agency or designee
- School
- SDCOE: Foster Youth Services Coordinating Program

PLACING AGENCY (OR DESIGNEE) TASKS

As soon as it is decided that a student will be enrolling in a new school, ensure that the substitute care provider (SCP) has all the information needed for enrollment and emergency contact information at the school. The SCP also should be aware of any contact or court-ordered restrictions that the school should know about, including if the placement is confidential or if there are any restraining orders or probation conditions.

Ensure the SCP has placing agency information to complete enrollment and is aware of what information can and cannot be shared with the school.

Arrange for the youth's enrollment in school the next school day after disenrollment from the previous school.

Ensure that the student information system is up to date.

If the student does not have an IEP but is suspected of having a disability, request an assessment in writing.

Ensure that the SCP knows to contact the social worker or probation officer if there is an enrollment issue.

The social worker or probation officer should contact the SDCOE School Success Liaison in their region office regarding any enrollment issues.

Although neither is required for enrollment, provide any IEP or transcripts at enrollment to ensure appropriate services are provided.

Ensure that the SCP can provide appropriate school supplies, including any uniforms, etc.

SCHOOL TASKS

Review enrollment documents and request material if any information is missing or outdated.

Except for credit any full or partial coursework the student earned while attending public school, juvenile court school or non-public school.

Request official records from the prior school within two business days of the student's arrival for enrollment.

SDCOE: FYSCP TASKS

Provide training to AB 490 School District Foster Care Liaisons on an ongoing basis and assist with troubleshooting if problems in enrollment arise.

ALL PARTIES' TASKS

Be aware of and share guidelines for the sharing of the following confidential information with the student's school:

- All special education documents including IEPs, 504 plans and any notices received from the prior school
- All school records, including those contained in the Health and Education Passport
- The names and locations of all prior schools attended
- Any Behavior Support Plans, Student Study Team documents
- JV-535 form with current educational rights holder appointment
- Placement Agreement
- Current social worker, child's attorney, and educational rights holder contact information
- Any temporary or permanent restraining orders

D. Residential Placement: Notification of Change of Residence

The school needs to be notified when a student changes residence. The table below sets forth the procedure according to the status of the student.

IF THE STUDENT CHANGES RESIDENCE AND . . .	THEN . . .
DOES NOT CHANGE SUBSTITUTE CARE PROVIDER OR SCHOOL	The substitute care provider shall notify the school of the new address.
DOES NOT CHANGE SCHOOLS	The placing agency shall notify the school and AB 490 School District Foster Care Liaison (SDFCL) that the youth changed residence, but will remain at the school of origin, AND If the youth is taken to PCC, the placing agency shall notify the identified PCC staff member that the youth will remain in the school of origin and transportation must be arranged.
DOES CHANGE SCHOOLS	The placing agency shall notify the prior school and the SDFCL that the child will not remain at the school of origin, AND The placing agency shall notify the new school and SDFCL that the child will be enrolled, AND If the youth is taken to PCC, the placing agency shall notify the identified PCC staff member if the youth will not remain in the school of origin and will temporarily attend the school at PCC or a neighborhood school.

DOES NOT CHANGE SCHOOLS BUT HAS A CHANGE IN SUBSTITUTE CARE PROVIDER	The placing agency or designee shall notify the school of the new substitute care provider information and update the Student Information System and/or Emergency Card
IS BEING RELEASED FROM CUSTODY	The placing agency or designee shall notify the school of the new substitute care provider information and update the Student Information System and/or Emergency Card. The Probation Department may use Form JV-1050 or other means.
IS NEW TO FOSTER CARE	CLSSD will provide the AB 490 Notification to FYSCP, which will send that form to the AB 490 School District Foster Care Liaison.

Information Needed by School for Students in Foster Care

The school enrollment forms are designed for students living with their parents or guardian. However, there is additional information that the school needs when the student is a foster child, who is listed in the table below. Some information will be provided by the substitute care provider. Other information must be provided by the child's attorney or educational rights holder. Missing information shall not lead to a delay in enrollment.

ITEM	LEGAL/CONTACT INFORMATION	SOURCE OF INFORMATION OR STANDARD ANSWER
1.	Placing agency's name and phone number.	FYSCP/FOSTER FOCUS®, placing agency or substitute care provider
2.	Who holds the child's educational rights? Name, relationship to child and phone number.	JV- 535 or Supplemental Information Form, FYSCP/FOSTER FOCUS®
3.	Parents' names, addresses and phone numbers ONLY if they have educational rights.	Placing Agency
4.	Does parent have full access to the child, or is access limited or prohibited? (If limited or prohibited, a copy of the court order is needed.)	Placing Agency
5.	Who has authority to see the child on school premises? Name, relationship, and phone number.	Placing Agency
6.	Date of placement with substitute care provider and expected duration of stay.	Placing Agency
7.	Who has authority to sign permission slips for field trips or participation in extracurricular activities?	Substitute care provider
8.	Who should be notified re: behavior or attendance problems?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency
9.	Who should be invited to parent-teacher conferences?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency
10.	Who should receive the child's report card?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency

E. Records, Lists, Notifications and Monitoring

OVERVIEW

This section covers the procedures for meeting legal requirements pertaining to recordkeeping, notifications, and the right to access records. References are sometimes made to the phrase “health and education summary.” This is a legal term defined by WIC 16010. The law states that the summary may be maintained in the form of a health and education passport or in a comparable format designed by the child protective agency.

The Health and Education Passport (HEP) is a comprehensive document of all obtainable health and education information for children in out-of-home care from birth to present. Health information includes the child’s immunizations, alerts, hospitalizations, and routine health visits. Education information includes parental educational rights, school, grade, grade level performance, special needs, attendance, IEPs, or 504 plans, if any, and report cards.

Children’s Legal Services of San Diego, Inc. will complete the AB 490 Case Closure form for each student entering or exiting foster care. The form is then sent to FYSCP and distributed to the AB 490 School District Liaison.

Placing Agency staff will present their HHSA, CWS official badge at all school sites and allow the badge to be photocopied. They will sign in on a confidential log, not the standard public visitor log. To ensure confidentiality and staff safety, placing agency staff are not required to have their driver’s license scanned.

SDCOE – FYSCP will distribute forms to LEAs and will maintain a secure web-based database known as FOSTER FOCUS®. This system will house education and health information on foster youth in the dependency and juvenile justice systems. After receiving authorization, district personnel, and placing workers will be able to utilize this system to compile health and education records for the youth they serve. SDCOE is responsible for ensuring the confidentiality, privacy, security, and secure accessibility of this data. SDCOE also is responsible for authorizing access and opening accounts.

Procedures: Maintenance of Records

PLACING AGENCY

The child’s case plan must include the following items.

1. Assurances that the child’s foster care placement takes into account proximity to the school in which the child is enrolled at the time of placement. Assessment and documentations are done at the initial placement and again at any subsequent change of placement and are recorded in the child’s file. The placing agency must document in the court report whether the child is remaining in the school of origin and, if not, the reason why.
2. A summary of the health and education information or records. The summary is maintained in the Health and Education Passport (HEP). Names and addresses of all educational providers, grade level performance, school records and other relevant information must be recorded and updated by the placing agency.

WIC 16010(c) requires that the HEP be provided to the substitute care provider (SCP) as soon as possible, but no later than 30 days after initial placement or 48 hours after a change of placement. Social workers and probation officers must include additional education and health information as well as a statement as to whether the parent's right to make educational decisions for the child should be limited in all detention, jurisdictional/dispositional, status review and other court reports. CRC 5.651(c). The placing agency notifies both the substitute care provider and the school in the event there is a change in the person holding educational rights.

The placing agency or designee is responsible for notifying the school when a child is absent due to a placement change, attendance at a court hearing or other court-related activity so that grades are not lowered as a result.

RESOURCE PARENTS/CAREGIVERS

Resource parents/caregivers must ensure that each child has an Appraisal/Needs and Services Plan, either a Lic 625 (Needs and Services Plan) for group homes and foster family agency foster homes or the 04-258 "Placement Needs & Services Plan" for foster homes. The plan must be completed within 30 days of placement unless the youth is placed on an emergency basis (adjunct) and remains less than 7 days.

Resource parents/caregivers receive a copy of the Health and Education Passport within days when a child is initially placed or 48 hours following a change of placement. Resource parents/caregivers are responsible for maintaining health and education records for children in their care and forwarding all medical and educational records to placing agency staff when the child transfers to another substitute care provider.

Information maintained by resource parents/caregivers shall include:

- Health and dental records, including immunizations and allergies
- Records of past health problems and current known problems
- School records
- Current medications

Information maintained by resource parents/caregivers may include:

- Developmental history- especially for very young children, e.g., when the child crawled, walked, first word, etc.
- Awards, certificates, and school pictures
- IEP records, if applicable

THE SCCSD (JUVENILE COURT)

The SCCSD (Juvenile Court) shall require that court reports, case plans, assessments and permanency plans address the following:

- Child's educational entitlements and how those entitlements are being satisfied.
- Information to assist the court in deciding whether the right of the parent, guardian, or Indian custodian to make educational decisions should be limited; and
- Information concerning whether the school has met its obligation to provide educational services.

Procedures: Lists and Notifications

Foster Youth Services Coordinating Program will:

- Maintain the list of LCIs and notify each AB 490 School District Foster Care Liaison and SELPA of the LCIs in their region on an annual basis.
- Annually inform each placing agency on education options for children residing in LCIs.
- Maintain a current list of AB 490 School District Foster Care Liaisons available on the website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-programs-services.aspx>

- Maintain the current version of this Interagency Agreement on its website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

THE RIGHT TO ACCESS RECORDS:

PLACING AGENCY

Placing agencies may access education records to manage the case or to assist with the transfer and enrollment. This right is codified in The Uninterrupted Scholars Act of 2014, which amended the Family Educational Rights and Privacy Act of 1974:

“An agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 5304 of Title 25), who has the right to access a student’s case plan, as defined and determined by the State or local tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student’s education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student’s education records.” (20 USC 1232g(b)(1)(L).)

“... [W]hen a parent is a party to a court proceeding involving child abuse and neglect (as defined in section 3 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5101 note)) or dependency matters, and the order [to furnish confidential information] is issued in the context of that proceeding, additional notice to the parent by the educational agency or institution is not required.” (20 USC 1232g(b)(2)(B).)

In addition, this right is set forth in Education Code 49076(a)(1)(K) as follows:

“(1) Access to those particular records relevant to the legitimate educational interests of the requester shall be permitted to do the following:

“... [¶¶] ...

“(K) A county placing agency when acting as an authorized representative of a state or local

educational agency pursuant to subparagraph (C). School districts, county offices of education, and county placing agencies may develop cooperative agreements to facilitate confidential access to and exchange of the pupil information by email, facsimile, electronic format, or other secure means, if the agreement complies with the requirements set forth in Section 99.35 of Title 34 of the Code of Federal Regulations.”

DEPENDENCY MINOR’S ATTORNEYS

Dependency minor’s attorneys shall have access to all records regarding the child client that are maintained by the LEA. This right is set forth in WIC 317(f) as follows:

“... For the sole purpose of fulfilling his or her obligation to provide legal representation of the child, counsel shall have access to all records with regard to the child maintained by a health care facility..., health care providers..., a physician and surgeon or other health practitioner..., or a child care custodian... Notwithstanding any other law, counsel shall be given access to all records relevant to the case that are maintained by state or local public agencies. All information requested from a child protective agency regarding a child who is in protective custody, or from a child’s guardian ad litem, shall be provided to the child’s counsel within 30 days of the request.”

CASAs

CASAs have the right to access educational records for specific youth per court order. (For Order of the Appointment of CASA/Educational Surrogate, see Appendix B3 and WIC 103(h), 107.

SDCOE, FYSCP

This Agreement allows the release of information to SDCOE-FYSCP pursuant to EC 42921, 49076(a)(4) and WIC 827(b). Any sharing of specific information is in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the Child Abuse Prevention and Treatment Act (CAPTA), and the Health Insurance Portability and Accountability Act (HIPAA). This information will be used solely to meet the educational needs of foster youth and shall not be shared with others or used for any other purposes.

Transportation continues to be a barrier to students remaining in their school or origin when they move placements. In order to help alleviate this barrier and to meet the requirements of the ESSA, San Diego created the Countywide Transportation MOA providing a cost sharing agreement between our local LEAs, SDCOE, FYSCP, and County of San Diego, CWS. This agreement provides transportation services to students in foster care. The eligibility criteria to utilize SDCOE contracted providers are:

- A best interest determination
- All other transportation options have been explored and are not available
- Student is age 8-18 or traveling with a sibling who is in that age range
- Student is emotionally and behaviorally appropriate

CWS will:

- Contribute \$350,000.00 to SDCOE, FYSCP to cover 1/3 of the transportation costs

- Manage the contract with SDCOE
- Provide a Policy Analyst dedicated to troubleshooting challenges around all educational needs of foster youth
- Invite educational partners to Child and Family Team meetings (if the family agrees)

LEAs will:

- Collaborate with CWS and SDCOE to determine school of origin transportation options for the student
- Contribute the following (if LEA chooses to participate in agreement)
 - 1/3 of transportation costs associated with transporting student to school of origin if student is travelling between two districts
 - 1/2 of transportation costs associated with transporting student to school of origin if student is travelling within district boundaries
- Make claims for recuperating transportation costs to SDCOE
- Participate in Child and Family Team meetings as applicable
- Have the option to be both a service provider and a recipient of the service

FYSCP will:

- Vet all referrals and exhaust all other options prior to referral
- Provide administrative support for tracking, billing and record keeping, and audit transfer (no invoicing)
- Cover all indirect costs of funds contributed by HHSA, CWS and LEAs

Transportation Mediation Process:

- The SDCOE, FYSCP Executive Advisory Council has created a local mediation process to address issues related to the cost sharing agreement.
- If no agreement is met, a UCP Dispute can be filed against the LEA.
 - The child remains in the school of origin until the dispute is resolved
 - Disputes against CWS will go through a similar process on the child welfare side.

MONITORING

OVERVIEW

This section covers the procedures to follow for monitoring the provision of educational services to foster youth.

The goal of the Interagency Agreement with respect to monitoring is to put mechanisms in place to ensure accountability among agencies.

EDUCATIONAL PROGRESS OF EACH CHILD

PLACING AGENCIES

Placing agencies monitor the educational progress of students by:

- Obtaining information from schools and the substitute care provider
- Documenting educational changes or updates in the HEP
- Consulting with the person holding educational rights
- Attending IEP meetings or reviewing IEP reports

THE SUPERIOR COURT

The superior court provides oversight of the placing agencies to ensure that the child's educational rights are investigated, reported, and monitored. The court ensures that special education, related services, and accommodations continue to be provided whenever a child's school placement changes by inquiring about this issue at the next court hearing following the change.

DEPENDENCY MINOR'S ATTORNEYS

Minor's attorneys monitor the educational rights of foster youth by communicating with the child and substitute care provider regarding the child's educational needs during the investigation and by bringing any concerns to the attention of the court.

LEAs

The LEAs are responsible for creating and implementing a Local Control Accountability Plan that has specialized supports and services for students in foster care. They are required to garner stakeholder input on the needs of students in foster care. There is additional accountability for achievement based on the Local Control Funding Formula.

CASAs

Court-Appointed Special Advocates are responsible for monitoring academic achievement and progress and reporting directly to the Superior Court.

ERHs

Educational Rights Holders have the same duties and responsibilities as parents to monitor and support the education of students in foster care.

Ratification of San Diego County Non-Public Master Contract for Specialized Therapy Services.

- a. Appendix B: Specialized Therapy Services**
- b. Appendix B: San Diego County Speech Pathology Services, inc.**
- c. Appendix B: Vista Hill Learning Assistance Center**

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San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

LEA: Warner Unified School District

Nonpublic: Specialized Therapy Services.

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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 1st day of July, 2021 between the

Warner Unified School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Specialized Therapy Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 21 to June 30, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

(6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)

(7) Any intervention that precludes adequate supervision of the individual; and

(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

(1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall
be addressed to:

Andrea Sissons, CBO
Name/Title

Warner Unified School District
Local Education Agency

30951 HWY 79/PO BOX 8
Address

Warner Springs CA 92086
City State Zip

(760) 782-3517
Phone

()
Facsimile

andrea.sissons@warnerusd.net
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Steve OAS
Name/Title

Specialized Therapy Services
Nonpublic

4204A Adams Ave
Address

San Diego CA 92116
City State Zip

(619) 431-5049
Phone

()
Facsimile

annettes@theoascenter.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency 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 ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2021-2022, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency

Authorized Representative Signature

DATE: _____

Steve Oas, Director
(Type) Name and Title

LEA

Local Educational Agency

Andrea Sissons
Authorized Representative Signature

DATE: _____

Andrea Sissons, CBO
(Type) Name and Title

LEA Board Approval

DATE: _____

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Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Specialized Therapy Services

CONTRACTOR NPA ID NUMBER: 9900324

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>\$ 80.00</u>	<u>per hour</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Assessment</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$78.00</u>	<u>per hour</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>\$61.35</u>	<u>per hour</u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

<u>Occupational Therapy (460) - Assessment</u>	<u>\$ 78.00</u>	<u>per hour</u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy PT Assistant (460)</u>	<u></u>	<u></u>
<u>Physical Therapy Assessment (460)</u>	<u>\$ 80.00</u>	<u>per hour</u>
<u>Individual Counseling (510)</u>	<u>\$ 78.00</u>	<u>per hour</u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u>\$ 78.00</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Psychological Services Assessment (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u>\$ 80.72</u>	<u>per hour</u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u>\$125.00</u>	<u>per hour</u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u>\$ 53.81</u>	<u>per hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Audiological Services Assessment (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Specialized Vision Services Assessment (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Orientation and Mobility Assessment (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

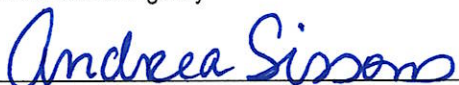
Authorized Representative Signature

DATE: _____

Steve Oas, Authorized Signer
(Type) Name and Title

LEA

Local Educational Agency



Authorized Representative Signature

DATE: _____

Andrea Sissons, CBO
(Type) Name and Title

LEA Board Approval

DATE: _____

2021-2022
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: San Diego County Speech Pathology Services, Inc.

CONTRACTOR NPA ID NUMBER: 9900152

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>\$ 80.00</u>	<u>per hour</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>\$ 60.00</u>	<u>per hour</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Assessment</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$ 82.50</u>	<u>per hour</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Occupational Therapy (460) - Assessment</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy PT Assistant (460)</u>	<u></u>	<u></u>
<u>Physical Therapy Assessment (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Psychological Services Assessment (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Audiological Services Assessment (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Specialized Vision Services Assessment (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Orientation and Mobility Assessment (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES: plus \$75/trip for mileage costs

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Beverly Jean Zimmer, Director
(Type) Name and Title

LEA

Local Educational Agency

Andrea Sissons
Authorized Representative Signature

DATE: _____

Andrea Sissons, CBO
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Warner Unified School District

Nonpublic: Vista Hill- Learning Assistance Center

2021-2022

Nonpublic

Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Vista Hill- Learning Assistance Center

CONTRACTOR NPA ID NUMBER: 9900303

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Assessment</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$</u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>

2021-2022

Occupational Therapy (460) - Assessment		
Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	\$ 57.50	per hour
Counseling and Guidance (515)	\$ 57.50	per hour
Parent Counseling (520)	\$ 57.50	per hour
Social Work Services (525)	\$ 57.50	per hour
Psychological Services (530)		
Psychological Services Assessment (530)		
Behavior Intervention Services (535)		
Behavior Intervention Services (535) - Supervision	\$ 57.50	per hour
Behavior Intervention Services (535) – Other Provider/Beh.Tech	\$ 45.00	per hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Richard Rushton, Authorized Signer
(Type) Name and Title

LEA

Local Educational Agency



Authorized Representative Signature

DATE: _____

Andrea Sissons, CBO
(Type) Name and Title

LEA Board Approval

DATE: _____

Ratification of Independent Contractor Agreement between Warner Unified School District and Merit J. Whitney, School Bus Instructor, ID Number 4454, for the 2021-2022 school year.

Please see handout.

AR 6158 Instruction

Independent Study

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code § 51745)

1. Special assignments extending the content of regular courses of instruction
(cf. 6143 - Courses of Study)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
(cf. 5112.3 - Student Leave of Absence)
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
6. Individualized study for a student whose health would be put at risk by in-person instruction, as determined by the parent or guardian of the student.

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in ~~his/her~~their regular classes.

For the 2021–22 school year only, the district shall notify parents and guardians of their options to enroll their child in in-person instruction or independent study through its annual notice, sent to all parents/guardians and posted on the district's website. Upon the request of the parent/guardian of a student, the district shall arrange a conference to discuss curriculum offerings and nonacademic supports available to the student in independent study.

(cf. 5113 - Absences and Excuses)

Equivalency

The district's independent study option shall provide students with content aligned to grade level standards at a level of quality and intellectual challenge ~~be~~ substantially equivalent in quality and quantity to classroom-in-person instruction so as to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall provide pupils enrolled in independent study with specific resources, including materials and personnel, necessary for independent study. These resources shall include confirming, providing, or ensuring access to the connectivity and devices adequate to participate in the educational program and complete assigned work.

The district shall not provide independent study students and their parents/guardians with other funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her/their individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Enrollment, Disenrollment, and Reenrollment

[INSERT DESCRIPTION OF PROCEDURES] Parents will contact the District Office to enroll in the Independent Study Program. If by the first progress report, the student has not made satisfactory progress, including all letter grades higher than C, District may notify student that they have not met the terms of the written independent study agreement and they may be transitioned back to the classroom setting within 5 school days.

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress, and for communicating with a student's parent or guardian regarding a student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student, which shall include confirmation or provision of access to the connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, and the level of satisfactory educational progress, by grade level and type of program required; which will trigger an evaluation of whether the student should be allowed to continue in independent study before an evaluation of whether or not the student should be allowed to continue in independent study is initiated
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), students in foster care or experiencing homelessness, and students requiring mental health supports

8. A statement that independent study is an optional educational alternative in which no student may be required to participate

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.

(cf. 5144.1 - Suspension and Expulsion/Due Process)

9. Prior to the first day of instruction, signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing instruction and/or assistance to the student

For the 2021-2022 school year only, the district shall have 30 days from the first day of instruction to receive a signed written agreement from all required parties. However, all requirements of independent study must be complied with starting on the first day of instruction.

The parent/guardian's signature on the agreement, including an electronic signature, shall constitute permission for the student to receive instruction through independent study.

The signed, dated agreement ~~shall may~~ be maintained in the student's education file on file and may also be maintained electronically. (Education Code 51747 (g)(9)(E).)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of ~~his/her~~their written agreement. The ~~following supportive strategies may~~ For all students not generating attendance for more than three schooldays or 60 percent of the instructional days in a school week or who are in violation of their written agreement, tiered re-engagement strategies, including but not limited to all of the following, shall be used implemented as follows:

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation

~~1. A letter to the student and/or parent/guardian~~

3. ~~A-An evaluation~~ meeting between the student, parent/guardian, and the independent study administrator, and teacher, including the student's and/or counselor, as appropriate
4. ~~A meeting between the student and the independent study administrator, including the parent/guardian if appropriate~~
5. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
6. An increase in the amount of time the student works under direct supervision

Because excessive leniency in the duration of independent study assignments may result in a student falling behind their peers and increase the risk of dropping out of school, independent study assignments shall be no more than two weeks for all grade levels and types of program. The maximum amount of time that may elapse for the completion of an assignment is 3 weeks or 15 school days. However, when necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

When student attendance, participation, and/or the student's level of educational progress requires or the student has missed the number of assignments specified in the written agreement ~~as requiring an evaluation~~, the Superintendent or designee shall conduct an evaluation to determine whether it is in the best interests of the student to remain in or not independent study, ~~or whether the student should return to the regular school program is appropriate for the student.~~ ~~This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program~~ or other alternative program.

A student shall be considered as making satisfactory educational progress if they are passing all classes with a letter grade C or better as of Progress Reports and are satisfactorily meeting the following criteria:

1. Achievement and engagement in IS, as indicated by performance on student-level measures of achievement and engagement from EC 52060(d)(4) and (5).
2. Satisfactory completion of assignments, assessments, etc.
3. Learning required concepts (as determined by supervising teacher) and
4. Making progress towards successful completion of course of study. [INSERT DESCRIPTION].

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation.
(Education Code 51747)

The district shall document daily participation for each student on each school day, in whole or in part, for which independent study is provided, and require a student who does not participate in independent study on a school day to be documented as non-participatory for that school day.

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation.

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700) Supervising teachers shall prepare a weekly teaching plan, which includes the daily or weekly instruction as outlined in Board policy. The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

BP 6158 Instruction

Independent Study

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements through a differentiated experience. Curriculum provided during independent study shall be substantially equivalent to in-person instruction.

As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study. Due to an emergency circumstance, vacation, or illness, independent study may also be used on a short-term basis to ensure that the student is able to maintain academic progress in their regular classes.

(cf. [0420.4](#)- Charter Schools)

(cf. [6011](#)- Academic Standards)

(cf. [6143](#)- Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. [6181](#)- Alternative Schools/Programs of Choice)

(cf. 6200 - Adult Education)

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code [51747](#); 5 CCR [11700](#))

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study ~~as well as or better~~ in a manner comparable to or better than ~~he/she/they~~ would in the regular classroom.

The minimum period of time for any independent study option shall be five consecutive school days. The requirements for daily/weekly synchronous instruction and live interaction as set forth in Education Code section 51747(d) – (f), shall not apply to pupils that participate in an independent study program for fewer than 15 school days in a school year.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

Instruction

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700))

Satisfactory educational progress shall be determined by the student's supervising instructor based on criteria which includes but is not limited to: performance and engagement under Education Code 52060, work completion, learned concepts, and progress toward completed of a course of study or individual course. (Education Code 51747(b)(2)(A)-(D).)

For students in transitional kindergarten, kindergarten, and grades 1 to 3, inclusive, the written agreement shall designate opportunities for daily synchronous instruction throughout the school year.

For students in grades 4 to 8, inclusive, the written agreement shall designate a plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction throughout the school year.

For students in grades 9 to 12, inclusive, the written agreement shall designate a plan to provide opportunities for at least weekly synchronous instruction throughout the school year.

~~When a participating student misses three assignments, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study. However, a student's written agreement may specify a lower or higher number of missed assignments that will trigger an evaluation when the Superintendent or designee determines it appropriate based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

The district shall conduct an investigation to determine whether it is in a student's best interest to remain in independent study whenever the student is determined to be failing to make satisfactory educational progress, as determined by their achievement and engagement in the independent study program, completion of assignments, assessments or other indicators of student participation/work, acquisition of concept knowledge, and progress towards successful completion of required course(s) of study, and/or misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments and/or other unique circumstances suggest otherwise. Such evaluation is intended as one component of the tiered re-engagement strategies applicable to all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the students' written agreement. (Education Code 515747 (g).)

Rights and Access

Students in independent study shall have access to the same services and resources that are available to the other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5) The Superintendent or designee shall ensure that procedures for student enrollment, disenrollment, and reenrollment in the district's independent study program are developed and communicated to parents/guardians, which shall include the right of any student

participating in independent study to return to the regular in-person instructional program within five school days.

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if the student's individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Written Agreement

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student, and is maintained in the student's education file. (Education Code 51747)

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

Quarterly Complaint Summary ADD a new summary record

Submitted By: Rhonda Hill
Title: Support Staff
Report Date: 7/12/2021
Quarter: 4/1/2021 - 6/30/2021
Number of Complaints for Quarter:

	Received	Resolved	Unresolved
Instructional Material	0	0	0
Facilities	0	0	0
Misassignment	0	0	0

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San Diego County Office of
Education

6401 Linda Vista Road

San Diego, CA 92111-7319

858-292-3500 | [Contact Us](#)


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Calendar
August 2021



SUN Aug 1	MON 2	TUE 3	WED 4	THU 5	FRI 6	SAT 7
8	9	10 WUSD Board Mtg	11 First Day of School	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	Sep 1	2	3	4