

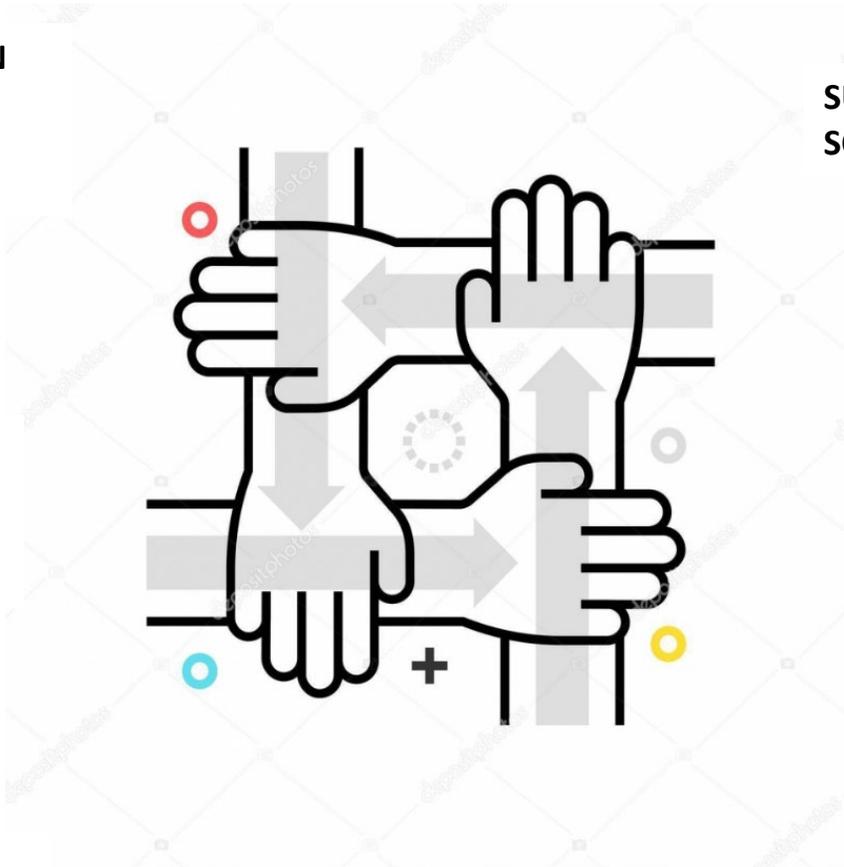
# **EXHIBIT A**

**October 27, 2021**

# 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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## 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  
 Chrystal Sweet, Division Chief, Placement Division  
 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<sup>®</sup>) 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<sup>®</sup> 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. (CLSSD):**

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

## INSURANCE

Each party must obtain at its own cost and expense, and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.

## INDEMNIFICATION

- 1.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
- 1.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 1.3 below.
- 1.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 1.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

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<sup>®</sup> MOA referenced in Part 1(B) of this Agreement and the Countywide Transportation MOA and County Contract 564834 referenced in Part 4(E), 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

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

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VOICES FOR CHILDREN**

\_\_\_\_\_  
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

**FALLBROOK UNION HIGH**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GROSSMONT UNION HIGH**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**JULIAN UNION HIGH**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SAN DIEGUITO 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

## **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"> <li>• 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</li> <li>• Determine that any or all of the above may not make educational decisions for the child. CRC 5.651(b)(1)</li> </ul>

**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"> <li>• The placing agency</li> <li>• The child's attorney</li> </ul> <p><b>Note:</b> 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"> <li>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.</li> <li>Be prepared to recommend a responsible adult to serve as the ERH.</li> </ul>
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: <ol style="list-style-type: none"> <li>a. the FYSCP Designee</li> </ol>
2.	The FYSCP Designee: <ol style="list-style-type: none"> <li>a. enters the information into Foster Focus<sup>®</sup></li> <li>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.</li> </ol>
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<sup>®</sup>
- 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<sup>®</sup> 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<sup>®</sup> 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:

<b>Remaining in the Same School (School of Origin) Considerations</b>		<b>Transferring to a New School Considerations</b>	
<b>Continuity of Instruction</b>			
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.	
<b>Age and Grade Placement of the Child</b>			
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.	
<b>Academic Strength</b>			
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.	
<b>Social and Emotional State</b>			
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.	
<b>Distance of the Commute and Impact on the Child’s Education and/or Special Needs</b>			
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.	
<b>Personal Safety of the Child</b>			

	The school of origin has advantages for the safety of the child.		The new school has advantages for the safety of the child.
<b>Child's Need for Special Instruction</b>			
	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.
<b>Length of Anticipated Stay in a Placement</b>			
	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.
<b>School Academic Performance/Progress</b>			
	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.

<b>IF THE STUDENT CHANGES RESIDENCE AND . . .</b>	<b>THEN . . .</b>
<b>DOES NOT CHANGE SUBSTITUTE CARE PROVIDER OR SCHOOL</b>	The substitute care provider shall notify the school of the new address.
<b>DOES NOT CHANGE SCHOOLS</b>	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.
<b>DOES CHANGE SCHOOLS</b>	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.

<b>DOES NOT CHANGE SCHOOLS BUT HAS A CHANGE IN SUBSTITUTE CARE PROVIDER</b>	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
<b>IS BEING RELEASED FROM CUSTODY</b>	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.
<b>IS NEW TO FOSTER CARE</b>	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 <sup>®</sup> , 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 <sup>®</sup>
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<sup>®</sup>. 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**

Transportation continues to be a barrier to students remaining in their school of 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 MOA provides transportation services to students in foster care. This agreement is not intended to supersede the Countywide Transportation MOA or County Contract 564834, each of which remain in full force and effect. 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 funds as outlined in the Countywide Transportation MOA to cover 1/3 of the transportation costs
- Manage contract 564834 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.

# **EXHIBIT B**

**October 27, 2021**



## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and National School District, hereinafter called the **DISTRICT**:

### W I T N E S S E T H

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, the University operates fully accredited educational programs for its candidates; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

### GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2020** and terminate on **June 30, 2025**.
  
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating

in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

## 6. **Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. **Scope of Work.**

**TEACHER EDUCATION FIELD EXPERIENCE**

"Field Experience" as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers. With the guidance of the classroom Host Teacher, the Teacher Candidate will be

required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where Teacher Candidates complete Field Experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. During Field Experience, the Host Teacher may be requested to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) will be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher's classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate's Field Experience, in the form of reflection logs and written assignments, will be required and evaluated by the University course instructor.

### **TEACHER EDUCATION STUDENT TEACHING**

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-

employed supervisor (i.e., Master Teacher) not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms where Teacher Candidates complete student teaching must include K-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Such student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance

or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars (\$100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

### **TEACHER EDUCATION INTERN TEACHING**

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e.

Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training.

The University will assign a University program supervisor (i.e. University Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the

context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM**

“Practicum” as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates’ confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and

development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK**

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned candidates. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Psychology site supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and

storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN**

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the Internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By: \_\_\_\_\_  
Name: Anita Fitzgerald Henck  
Title: Dean, School of Education  
Date: \_\_\_\_\_

Azusa Pacific University  
School of Education  
P.O. Box 7000

National School District

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

# **EXHIBIT C**

**October 27, 2021**

## ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
National School District	Arik Avanesyans, Assistant Superintendent Business Services	<a href="mailto:aavanesyans@nsd.us">aavanesyans@nsd.us</a> 619-336-7717

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

## Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Local Control Accountability Plan	<a href="https://ca02205759.schoolwires.net/Page/139">https://ca02205759.schoolwires.net/Page/139</a>

## Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

### Total ESSER III funds received by the LEA

\$11,951,038

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	[\$ 0.00]
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$ 2,423,767
Use of Any Remaining Funds	\$ 9,527,271

**Total ESSER III funds included in this plan**

\$ 11,951,038

## Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Presentation and questions and answer opportunity for CSEA on October 12, 2021.  
 Presentation and questions and answer opportunity for Parents on October 20, 2021.  
 Presentation and questions and answer opportunity for NCETA on October 22, 2021.

A description of how the development of the plan was influenced by community input.

The plan was influenced by the community engagement that occurred in the development of the LCAP. Opportunities for questions were given to both unions and parents before adoption of the ESSER III plan.

## Actions and Expenditures to Address Student Needs

The following is the LEA’s plan for using its ESSER III funds to meet students’ academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

### Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

**Total ESSER III funds being used to implement strategies for continuous and safe in-person learning**

[\$ 0.00]

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[\$ 0.00]
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[\$ 0.00]
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[\$ 0.00]

### Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

**Total ESSER III funds being used to address the academic impact of lost instructional time**

\$2,423,767

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Local Control Accountability Plan, Goal 1, Action 4, Services 1-4	Targeted and Extended Day Support for School Sites for English Learners	<ul style="list-style-type: none"> <li>a. School sites will provide targeted linguistic and academic interventions for English learners with particular focus on students at risk for being identified as long-term (LTEL) with the goal of reclassification prior to grade six. School sites will embed these in school and extended day academic supports into their School Plans for Student Achievement.</li> <li>b. Provide resources and instruction to increase literacy skills for LTEL as measured by lexile levels to meet base number in band range for grade level across all school sites embedded in School Plans for Student Achievement.</li> </ul>	\$ 1,200,000
Local Control Accountability Plan, Goal 2, Action 6, Services 6-7	Integrate extended learning opportunities for all students within NSD MTSS Framework.	<ul style="list-style-type: none"> <li>a. Provided extended learning opportunities for students to accelerate learning by certificated staff and other learning support options at all school sites. Extended learning options may include but are not limited to summer school, intersession, after school/before school</li> </ul>	\$ 1,223,767

## Use of Any Remaining Funds

A description of how the LEA will use any remaining ESSER III funds, as applicable.

### Total ESSER III funds being used to implement additional actions

\$ 9,527,271

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	Maintain the operation of and continuity of services	Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.	\$ 9,527,271

## Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Local Control Accountability Plan, Goal 1, Action 4, Services 1-4 Utilizing Achieve 3000 and leveled literacy and language development (Tier 1 intervention rating)	Software programs dashboard, teacher feedback, vocabulary growth, universal screeners	Daily, weekly, monthly adaptive progress placement and data reporting, vocabulary target growth monitoring
Local Control Accountability Plan, Goal 2, Action 6, Services 6-7 Utilizing Achieve 3000 and leveled literacy and language development Tier 1 intervention rating)	Software programs dashboard, teacher feedback, vocabulary growth, universal screeners	Daily, weekly, monthly adaptive progress placement and data reporting

# ESSER III Expenditure Plan Instructions

## Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
  - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

*For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov). For all other questions related to ESSER III, please contact [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov).*

## Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
  - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
  - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;

- Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
  - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
  - Implementing evidence-based activities to meet the comprehensive needs of students,
  - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
  - Tracking student attendance and improving student engagement in distance education;

**Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

## Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

## Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

### Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

## Community Engagement

### Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
  - For purposes of this requirement “underserved students” include:
    - Students who are low-income;
    - Students who are English learners;
    - Students of color;
    - Students who are foster youth;
    - Homeless students;
    - Students with disabilities; and
    - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

## Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.**

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

### **A description of the how the development of the plan was influenced by community input.**

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
  - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
  - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
  - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

# Planned Actions and Expenditures

## Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

## Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

## Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

## Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Use of Any Remaining Funds**

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

### **Ensuring Interventions are Addressing Student Needs**

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions’ progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

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