



**AGREEMENT FOR  
PARTICIPATION IN ALTERNATIVE EDUCATION PROGRAMS  
(EC 1980-1986)  
(EC51745 – 51749.3)**

**AGREEMENT NO. 24/25-0877**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of July 2024, by and between the San Bernardino County Superintendent of Schools, hereinafter called “**SUPERINTENDENT**”, and the Redlands Unified School District, hereinafter called “**DISTRICT**”.

**RECITALS**

WHEREAS, **DISTRICT** is funded for any student not identified under Education Code Section 2574(c)(4)(A)

WHEREAS, **DISTRICT** has determined that it is desirable to contract for the operation of the Community School or Independent Study services to the **SUPERINTENDENT**, and;

WHEREAS, **SUPERINTENDENT** has agreed to provide Community School and/or Independent Study program services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. **Responsibilities of the SUPERINTENDENT**

- a. **SUPERINTENDENT** will administer and coordinate the activities of the Community School or Independent Study programs. This will include, but is not limited to, employing, assigning, compensating, evaluation and determining the duties of the staff that will provide programs for District in the cooperative areas of operation involved in this agreement.
- b. **SUPERINTENDENT** will provide the methods and the forms to properly record and report student enrollment, attendance, and unduplicated pupil information. The programs will operate for attendance accounting purposes on the **SUPERINTENDENT’S** attendance accounting calendar. Pupil attendance records shall be maintained by the **SUPERINTENDENT** in accordance with appropriate provisions of law.
- c. As set forth in EC 1983, **SUPERINTENDENT** will assign pupils enrolled in county community schools to classes or programs deemed most appropriate for reinforcing or reestablishing educational development. Such classes or programs may include, but need not be limited to, basic educational skill development, on-the-job training, tutorial assistance, independent study requirements, and individual guidance activities. An individually planned educational program based upon an educational assessment shall be prescribed for each pupil. The course of study of a county community school shall be adopted by the county board of education and shall enable each pupil to continue academic work leading to the completion of a regular high school program.

- d. **SUPERINTENDENT** will provide advice, information, and documents to **DISTRICT** as necessary to ensure compliance with all Education Code and other legal and fiscal requirements for state funding.
- e. **SUPERINTENDENT** will be responsible for assuring that the required responsibilities are performed as specified by state law.
- f. **SUPERINTENDENT** will coordinate special education services for those students with **DISTRICT**. The funding level is determined by the Fee-For-Service developed in coordination by County, Districts, and SELPA.
- g. **SUPERINTENDENT** will provide average daily attendance information at first principal apportionment (P-1) and second principal apportionment (P-2).

## 2. Responsibilities of **DISTRICT**

- a. **DISTRICT** will follow prescribed procedures for student referral as defined by **the SUPERINTENDENT** referral handbook. **DISTRICT** will be responsible for verifying student eligibility as defined in EC 1980 – 1986 or EC 51745 – 51749.3.
- b. Each student referred shall have a District Rehabilitation Plan attached to the referral.
- c. **DISTRICT** will provide referral, placement and transition procedures for **DISTRICT** students who have not completed graduation requirements at the end of the program eligibility.
- d. **DISTRICT** will provide continuing support to students identified as having bilingual needs either through direct support including materials and personnel or contracting for such support.
- e. **DISTRICT** will provide written referrals for all student placements and shall include a copy of the student's current Individualized Education Program (IEP). Current IEPs are defined as *no annual due within 30 days and triennial not due within 60 days* (days defined as days that count toward assessment timeline).
- f. **DISTRICT** will complete the **SUPERINTENDENT'S** referral form. **DISTRICT** shall provide the **SUPERINTENDENT** with all relevant information including but not limited to academic transcripts, behavior/discipline records, and IEP's.
- g. *Initials are to be completed by the assessors from **DISTRICT** of residence prior to referral or in conjunction with referral, this includes parent requests.*
- h. **DISTRICT** shall fulfill all assessments promised, agreed upon within the IEP, required by the *district of residence as a condition of return*, or in progress at the time of the referral and will be *completed by the district of residence*.
- i. If a student's annual/triennial IEP or assessment is due or will become *due within 3 months of enrollment in the Program*, then the **DISTRICT** shall hold the IEP before enrolling the student and/or conduct the assessments *before enrolling the student* in the program. **SUPERINTENDENT** may agree on a *case-by-case basis*, to allow students to enroll in the program while assessments are pending. In this instance, the **DISTRICT** shall be responsible for *conducting assessments*.

- j. **DISTRICT** *may provide transportation* for **DISTRICT** alternative education students enrolled in the program if and where feasible as determined by the **DISTRICT**.
- k. **DISTRICT** will provide, or contract for, food service for **DISTRICT** students. In the event that a given Community School class has students from multiple districts, **SUPERINTENDENT** and **DISTRICT** will develop an agreed upon plan for food service.

3. Term

The term of this Agreement shall be from July 1, 2024, though and including June 30, 2025.

Thereafter, the term of this Agreement shall begin July 1, and end on June 30 of each fiscal year. This Agreement shall automatically renew for four (4) successive one-year terms, unless terminated earlier as provided in Section 4. Termination.

4. Termination

This Agreement may be terminated at any time by either party by giving the other party thirty (30) days written notice of such action. In the event of termination, the program will be evaluated for direct and indirect costs relative to income including consideration with other provisions contained in this agreement and settlement will be made thereafter. Direct program costs of **SUPERINTENDENT** will be the first priority in settlement discussions.

5. Student Initial and Continuing Eligibility

Only **DISTRICT** students may be served under this Agreement. Any **DISTRICT** student is eligible for participation in the Community School if he/she has not graduated from high school and is referred by the district pursuant to EC 1980 – 1986 or EC 51745 – 51749.3.

6. Financial Provisions

For (county-funded) students that qualify under EC Section 2574(c)(4)(A), the County will be reimbursed for ADA revenues directly from the state.

- a. For district-funded students in county-operated Community School classes, **DISTRICT** shall pay **SUPERINTENDENT** the Community School 2024-2025 base grant of \$16,571.00 plus supplemental and concentration grants totaling \$5,800.00 per unit of average daily attendance. This amount may be adjusted accordingly.
- b. For district-funded students in county-operated Independent Study classes, **DISTRICT** shall pay **SUPERINTENDENT** the district's 2024-2025 base grant, plus supplemental and concentration grants, plus any grade span augmentation per unit of ADA in each grade level.
- c. In the event that ADA per class is not sufficient to cover costs incurred to run the program(s), **SUPERINTENDENT** reserves the right to “bill-back” for any program deficit cost incurred. **SUPERINTENDENT** will conduct a mid-year review (January) of program with **DISTRICT** to review fiscal projections of program. This review will address the likelihood of deficit costs.
- d. Community School and Independent Study transfers will occur twice per year following P-1 and P-2 certifications.

- e. If **DISTRICT** plans to either significantly reduce the number of referrals to the County-Operated Community School or to operate the program itself, written notification must be submitted to **SUPERINTENDENT** of **DISTRICT'S** intention by December 1 of the fiscal year preceding the take back.
- f. The San Bernardino County Board of Education has reviewed and approved the program budget governed by this Agreement. **SUPERINTENDENT** shall make the program budget available to **DISTRICT** for review upon request.

7. Independent Contractor

While performing services hereunder, **SUPERINTENDENT** is an independent contractor, not an officer, agent, or employee of the **DISTRICT**. In the event the State determines **SUPERINTENDENT'S** program does not meet Education Code requirements, any assessment against **DISTRICT** for return of funds shall be an assessment against **SUPERINTENDENT** also for their portion of the revenue limit, except that if **SUPERINTENDENT'S** program does not meet Education Code requirements due to **SUPERINTENDENT'S** failure to perform its obligations under Paragraph 1 or any other part of this Agreement, then any assessment shall be against **SUPERINTENDENT** only, and not **DISTRICT**. After being notified that any program services being provided by **DISTRICT** are not meeting state standards as set forth in law or other administrative requirements, **SUPERINTENDENT** shall immediately adjust such services to ensure necessary compliance.

8. Mutual Hold Harmless

- a. **SUPERINTENDENT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **DISTRICT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **SUPERINTENDENT** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this contract are not agents or employees of the **DISTRICT**.
- b. **DISTRICT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**.
- c. Each party to this agreement shall, at its own expense, obtain and maintain in effect, during the term of this lease or any extension thereof, a policy of comprehensive general liability insurance with a minimum combined single limit of ten million dollars (\$10,000,000.00) to cover its obligations pursuant to this paragraph. Each party to this agreement shall cause the other to be named as an additional insurer on its policy of insurance for the purpose of this agreement. Each party to this

Agreement shall provide the other with Certificates of Insurance evidencing the required coverage. Said policy shall not be subject to cancellation without thirty (30) day notice to the parties.

9. Notice

Whenever it shall be necessary for either party to give notice to the other, such notices shall be sent by the United States mail, postage prepaid, to the address below. Such notices shall be deemed to complete five (5) days after the same has been deposited in any United States post office. Notices of termination must be sent by registered mail.

**SUPERINTENDENT**

San Bernardino County Superintendent of Schools  
Attn: Dr. Scott Wyatt, Area Director  
Student Services/Alternative Education  
1950 S. Sunwest Lane, Suite 250  
San Bernardino, CA 92408

**DISTRICT**

Redlands Unified School District  
P.O. Box 3008  
Redlands, CA 92373

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**REDLANDS UNIFIED SCHOOL  
DISTRICT**

\_\_\_\_\_  
Kevin Garcia, Program Manager  
Procurement and Warehouse Services

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

\_\_\_\_\_  
Date: 12-18-24