

**AGREEMENT
FOR STUDENT TRANSFERS TO THE COMMUNITY SCHOOL PROGRAM AND
SPECIAL SCHOOLS AND SERVICES PROGRAM
BETWEEN THE SAN BENITO COUNTY SUPERINTENDENT OF SCHOOLS AND
HOLLISTER SCHOOL DISTRICT**

This Agreement is made by and between the San Benito County Superintendent of Schools Department of Education ("SBCOE") and Hollister School District (hereinafter referred to as "District").

RECITALS

WHEREAS, the SBCOE and District are mutually interested in ensuring that educational opportunities are provided for all students in San Benito County;

WHEREAS, the SBCOE operates Santa Ana Opportunity and Pinnacles Community school, in accordance with Education Code section 1980 *et seq.*, that provide an alternative educational program;

WHEREAS, the District is in need of such alternative educational program and special school services;

WHEREAS, District wishes to avoid any disruption of services related to the transfer of students to SBCOE's Alternative, Community, and Correctional Education Schools; and

WHEREAS, the SBCOE and District wish to enter into a cooperative effort to ensure the timely transfer of students for whom community schools or special schools are an appropriate educational program.

NOW, THEREFORE, the SBCOE and the District agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Community School Program Services.
 - 2.1 District agrees to participate in this Agreement for the purpose of ensuring that students will have access to the SBCOE community school programs upon referral from the District.
 - 2.2 District agrees to complete a Referral Form (attached hereto and incorporated by reference as Exhibit A) for each student the District refers to the SBCOE community school program, in accordance with Education Code section 1981.
 - 2.3 District agrees to reimburse all cost to SBCOE to operate the program prorated on the number of students from each district as outlined in Addendum A. Addendum A will be updated for the following school year by March 1, annually. The cost should include the SBCOE indirect cost at the State-approved rate.

- 2.4 The SBCOE shall provide the District with attendance reports upon request.
3. Special Schools and Services/Opportunity School Program Services.
 - 3.1 District agrees to participate in this Agreement for the purpose of ensuring that students will have access to the SBCOE opportunity school program upon referral from the District.
 - 3.2 District agrees to complete a Referral Form (attached hereto and incorporated by reference as Exhibit 1) for each student the District refers to the SBCOE opportunity school program, in accordance with Education Code section 1981.
 - 3.3 District agrees to reimburse all cost to SBCOE to operate the program prorated on the number of students from each district as outlined in Addendum A. Addendum A will be updated for the following school year by March 1, annually. The cost should include the SBCOE indirect cost at the State-approved rate.
 - 3.4 The SBCOE shall provide the District with attendance reports upon request.
4. Term of the Agreement. This term of the Agreement will be July 1, 2022, through June 30, 2023 subject to termination as set forth herein. This Agreement may be renewed annually upon mutual agreement by both parties.
5. Termination. Participation in this Agreement may be unilaterally terminated by either of the parties. A party wishing to terminate shall provide notice to the other party by December 1, 2022 and termination will be effective July 1, 2023.
6. Mutual Indemnification. The parties agree to defend, indemnify and hold harmless the other parties, their governing boards, officers, and employees from every claim or demand and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the willful misconduct or negligent act or negligent omission of the other parties in the performance of this agreement.
7. Insurance. The SBCOE and District have and agree to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in each party's sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each party shall be provided upon written request of any party to this Agreement.
8. Independent Contractors. The SBCOE and District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of either of the parties to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each party shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the party's employees.

9. Assignment. This Agreement and the services provided herein shall not be assigned by the District or SBCOE.
10. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid, as follows:

San Benito County Office of Education
460 Fifth Street
Hollister, CA 95023

Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office.

11. Applicable Laws. SBCOE and District agree to comply with all laws, rules and regulations applicable to these services.
12. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in San Benito County, California.
13. Entire Agreement. This Agreement and Exhibits A and B attached hereto constitute the entire agreement between SBCOE and the District. However, it does not supersede any prior, current or subsequent written agreement entered into by SBCOE and the District with regard to LCFF transfers to community schools. This Agreement may be amended only by a written amendment executed by the SBCOE and District.

DISTRICT

Molloy School Dist.
Print School District Name

[Signature]
Signature

Scott Wilton / Int.
Print Name and Title

6/24/22
Date

San Benito County Office of Education

[Signature]
Signature

Jennifer S. Lajoie, Deputy Superintendent
Print Name and Title

3/2/22
Date

Addendum A
Projected Opportunity Program Students by District

District	Number of Students
Aromas San Juan Unified School District	0
Bitterwater-Tully Elementary School District	0
Cienega Elementary School District	0
Hollister Elementary School District	13
Jefferson Elementary School District	0
North County Joint Union School District	0
Panoche Elementary School District	0
San Benito High School District	28
Southside Elementary School District	0
Tres Pinos Elementary School District	0
Willow Grove Elementary School District	0

Exhibit 1

Community School Referral Form

DISTRICT REFERRAL TO SAN BENITO COUNTY ALTERNATIVE EDUCATION PROGRAMS

Student# _____ A# _____ Birth date _____ District/School _____

Parent/Guardian _____ Phone# _____ Age _____ Grade _____

DOCUMENTATION TO BE ATTACHED TO THIS REFERRAL FOR REVIEW (past records may be appropriate):

☐ Transcript ☐ Attendance/Behavior Records ☐ Current Report Card ☐ Test Scores ☐ Violation/Courtesy Record ☐ Immunizations
☐ Books ☐ Fees ☐ Fictive, if available ☐ SARC/Tuency Record ☐ Contracts (truancy, behavior, etc.) ☐ Letters (truancy, behavior, etc.)

For the following check only the boxes that are applicable: ☐ SARC/Tuency Record ☐ Current or Past ☐ (including any reason for referral) ☐ 604 Plan
☐ Special Ed Behavior Evaluation Plan ☐ other document (s) _____

BACKGROUND OF REFERRAL

Staff Member Submitting Request for Review _____ Date of Submission Process _____

Reason for referral request: (Check all appropriate boxes)

☐ Student Support Services Request ☐ Probation Dept. Request ☐ Parent Student Request ☐ 12-year old Student Request

☐ District Attorney (SARC Request) ☐ Out of School District Like School to Like School (Proof of Residency) _____

SPECIAL PROGRAMS BACKGROUND

Enter Yes or No that be checked to indicate whether the student is, or has been, enrolled in any of the following programs.

English Language Learner ☐ Yes ☐ No — If yes, date of transition into comprehensive program (if applicable): _____

Gifted Education ☐ Yes ☐ No Comments section: _____

604 Plan ☐ Yes ☐ No

Special Education ☐ Yes ☐ No

Description of actions previously taken to support student academically/behaviorally (attach additional documentation):

Rationale for Referral to Alternative Program (attach information):

Academics:

Attendance:

Behavior:

Other (Cum Findings, Test Scores, CAASPP, Credits):

ELPAC: CAASPP: Math _____ ELA _____

Credits: Other:

- ☐ The student does not plan on returning to a comprehensive setting.
- ☐ The student ~~does~~ plan on returning to a comprehensive setting and will need to complete the following prior to returning:

☐ Minimum of _____ credits required to return.

☐ Student and Parent(s) understand that it is not possible for student to return to a comprehensive setting due to credit deficiency.

The Initial Site Review Committee recommendation:

☐ San Andres Continuation ☐ Santa Ana Opportunity ☐ Finances Community School

Counselor _____ Site Administrator _____

Parent/Guardian _____ agrees _____ disagrees with school's recommendation

Parent/Guardian Signature _____ Date _____

Student _____ agrees _____ disagrees with school's recommendation Student Signature _____ Date _____

Principal Signature _____ Date _____

Rationale for Initial Site Review Recommendation:

☐ Credit Deficiency ☐ Behavior ☒ Truancy

TO BE COMPLETED IF THE PARENT DISAGREES WITH THE SCHOOL'S RECOMMENDATION:

District Alternative Education Placement Review Committee has determined that the Initial Site Review Committee's recommendation for student assignment is:

☐ appropriate ☐ changed to (Name of Program) _____

Signature of Committee Member / _____ Signature of Committee Member / _____ Signature of Committee Member / _____
Date _____ Date _____ Date _____

Rationale for District Alternative Education Placement Review Committee Recommendation: