



Contract Number

SAP Number

Non-Financial

Preschool Services Department

Department Contract Representative	<u>Lydia Gitonga</u>
Telephone Number	<u>909-386-8314</u>
Contractor	<u>Ontario-Montclair School District</u>
Contractor Representative	<u>Phil Hillman, Chief Business Official</u>
Telephone Number	<u>909-459-2500</u>
Contract Term	<u>August 1, 2021 through July 31, 2024.</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino Preschool Services Department, hereafter referred to as PSD, desires to provide special education and related services to eligible children; and

WHEREAS, PSD finds the Ontario-Montclair School District, hereafter referred to as District, qualified to such services; and

WHEREAS, PSD desires that such services be provided by District and District agrees to perform these services as set forth below;

NOW THEREFORE, PSD and District mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Authorized Representative – Individual authorized to act on behalf of the County or individual authorized to act on behalf of the District.
- B. Child Find – A continuous process of public awareness activities, screening and evaluation designed to locate, identify and refer as early as possible all young children with disabilities and their families who are in need of Preschool Special Education services.
- C. 20 USC §1401 (9), and California Education Code 56026 – Federal and state statutes that define an individual with exceptional needs (as identified by an individualized education program team) as a child with a disability. The regulation requires that instruction and services that cannot be provided with modification of the regular school program are developed and implemented to ensure that a child with a disability is provided a free appropriate public education.
- D. California Education Code 56302 – State statute that requires local education agencies to provide for the identification and assessment of the exceptional needs of an individual and the planning of an instructional program to meet the assessed needs.
- E. 20 USC §1414 (a)(1) and California Education Code 56302.1(a) – Federal and state statutes that require a local educational agency to determine if a referred child is an individual with exceptional needs, and if so, conduct an individualized education program meeting with the child and parents/caregivers within sixty (60) days of the referral.
- F. 20 USC §1415 (d)(1)(A), 34 CFR §300.504(a) and California Education Code 56301(d)(2) – Federal and state statutes and regulation that requires local education agencies to provide parents/caregivers with a copy of parental/caregiver rights and procedural safeguards upon initial referral or upon parental/caregiver request for assessment.
- G. Early Childhood Assessment Team (ECAT) – Team responsible for evaluating children age three (3) to five (5) years old to determine if they qualify for special education services.
- H. Eligibility – Children age thirty-six (36) months to non-kindergarten-eligible age five (5) years with suspected or identified suspected disability, or children with a mental condition that have a high probability of leading to a developmental delay in accordance with Part B of the Individuals with Disabilities Education Act (45 CFR 1308.4).
- I. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- J. Individual Education Plan (IEP) – Head Start and/or State Preschool Service Plan developed with the family when a determination is made that a toddler age three (3) to five (5) needs special education and related services. IEP must be developed within 30 days of special needs determination.
- K. Individuals with Disabilities Education Act (IDEA) – Federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities.
- L. Local Education Agency (LEA) – Entity which operates a local public primary school or provides government services to schools within a local area. District is the LEA for purposes of this agreement.
- M. Multidisciplinary Team (MT) – A group of health care professionals and educational professionals from both the District and PSD who work in a coordinated fashion toward a common goal for the child.

- N. 20 United States Code 1412, § 612 (a)(1) – Requires the Secretary of the U.S. Department of Education (USDE) to provide a grant to any state that submits a plan that provides assurances to the Secretary of the USDE that the State has policies and procedures to ensure that the State meets the conditions to make a free appropriate public education in the least restrictive environment for all children ages with disabilities, ages three (3) to twenty-one (21), who reside in the State.
- O. Preschool Services Department (PSD) – PSD provides Head Start, Early Head Start, and State Preschool programs that include comprehensive child development and family services comprised of education, health, nutrition, parent involvement, and psychological services for children ages 0 to 5 and their families. The overall goal of these programs is to increase the health and school readiness of disadvantaged children and increase the self-sufficiency of low-income families. Head Start and State Preschool programs have been operating in San Bernardino County since 1965. Since 1999, PSD has provided these programs through a combination of direct and contracted services.
- P. Special Education Preschool Assessment Team (SEPAT) – Team responsible for evaluating children age three (3) to five (5) years old to determine if they qualify for special education services.

II. DISTRICT SERVICE RESPONSIBILITIES

A. Program Requirements

District shall:

1. Provide special education services to children age thirty-six (36) months to non-kindergarten eligible age five (5) years with eligible disabilities who are enrolled in Head Start or State Preschool Programs located within the District service area in an inclusive environment according to the child's IEP.
2. Provide for the identification and assessment of the exceptional needs of an eligible child and the planning of an instructional program to meet the assessed needs, as mandated in California Education Code 56302.
3. Obtain informed parent/caregiver consent to assess child.
4. Provide parent/caregiver with a copy of their rights and procedural safeguards upon initial referral or parent/caregiver request for assessment, per Section 1415 (d)(1)(A) of Title 20 of the United State Code and 34 Code of Federal Regulations §300.504(a).
5. Determine whether a child referred by PSD is an individual with exceptional needs as defined in California Education Code 56026 and determine the educational needs of the child. Determinations shall be made and an individualized education program meeting with the parents/caregivers shall occur within sixty (60) calendar days of receiving parent/caregiver consent for assessment, per California Education Code 56302.1(a).

B. Assessment Request Procedure

District shall:

1. Assist parent/caregiver who wish to have their preschool child age three (3) to five (5) assessed for special education eligibility by providing Special Education staff at a location designated by the District.

2. Instruct parent/caregiver to bring a birth certificate, immunization records, proof of residency that is current within the past sixty (60) days, and parent/caregiver identification to the Special Education Preschool Clerk. Upon verification, a referral will be given to the parent/caregiver.
3. Contact parent/caregiver after children have been enrolled with the District for an assessment appointment and an IEP date.
4. Notify PSD staff of the initial IEP meeting, and provide copies of the IEP to the PSD staff for children who are found eligible for special education services with proper permission from parent/caregiver and signed joint release.

C. Screening and Referrals

District shall:

1. Have SEPAT refer children with identified disabilities to PSD when a Head Start or State Preschool program is considered a placement option.
2. Provide information and training to PSD's Disability Services Team regarding the District referral procedures for children enrolled in PSD's Head Start and State Preschool programs within sixty (60) days prior to the start of each program year (program year begins July 1).
3. SEPAT will review the referral package and develop an Assessment Plan within fifteen (15) calendar days with parent/caregiver consent.
4. SEPAT will conduct a comprehensive evaluation within sixty (60) days of receiving the signed Assessment Plan of each child referred by Head Start and/or State Preschool for whom enrollment and screening information indicates a potential disability and notify the parent/caregiver of the date and time of the IEP meeting. If the child is eligible, the IEP will be developed and implemented upon parent/caregiver consent.

D. Comprehensive Assessments

District shall:

1. Initiate and complete an evaluation of a referred child in sufficient time to determine eligibility and implement special education services for qualified children within sixty (60) days of referral.
2. Conduct comprehensive assessments, when determined appropriate by the District, for enrolled children referred with suspected disability.
3. Invite the Disability Services Team to the IEP meeting as soon as a meeting is scheduled.
4. If the Disability Services Team is unable to attend the IEP meeting, notify the PSD Disabilities Team of the eligibility determination within ten (10) business days following determination.

E. MT Conferences and IEP Meetings

District shall:

1. Schedule a meeting of the MT, including parent/caregiver of the eligible children, to implement an IEP.

2. Notify PSD staff in advance of the scheduled meeting to provide adequate time for arranging the attendance of appropriate PSD staff.
3. Provide the Head Start and/or State Preschool Disabilities Coordinator at the meeting with a copy of the IEP, assessment results, and any service-related documents to include in the child's Head Start and/or State Preschool special services folder.

F. Placement

District shall:

1. Utilize Head Start or State Preschool Program as a placement option when appropriate for children identified through Child Find as requiring special education services (Part B of IDEA, under Section 619).
2. Maintain placement of children currently enrolled in Head Start and/or State Preschool when Head Start and/or State Preschool is the referring agent, when deemed appropriate by the MT.

G. Specific Program Delivery

District shall implement the required appropriate services per the IEP.

H. Transition

District shall address transition planning into kindergarten, not later than ninety (90) days prior to the enrolled child's transition into kindergarten.

I. Training and Technical Assistance

District may:

1. Invite PSD staff to any in-service training that the District has scheduled on topics specifically related to children age three (3) to five (5) with a disability or disabilities, including, but not limited to, goals and objectives.
2. Participate in specialized or individualized staff and parent/caregiver training, as needed for specific Head Start and/or State Preschool enrolled children and their families for whom District is providing special education services; the topics will be determined in collaboration with PSD staff.

III. DISTRICT GENERAL RESPONSIBILITIES

- A. Without the prior written consent of the Assistant Executive Officer for Human Services, this MOU is not assignable by District either in whole or in part.
- B. District shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- C. District shall adhere to mutually developed grievance procedures with regard to client satisfaction. District shall provide a system, approved by PSD, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all clients.
- D. District shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. The District shall not use or disclose any identifying information for

any other purpose other than carrying out the District's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

- E. District shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision for or arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- F. District shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct District to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- G. District understands and agrees that any and all legal fees or costs associated with lawsuits concerning this MOU against the County shall be the District's sole expense. In the event of any MOU dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- H. District shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.

IV. PSD SERVICE RESPONSIBILITIES

A. Program Requirements

PSD shall:

1. Participate in the District Child Find Plan under Part B of IDEA, including strategies for the transition of children from infant/toddler programs (birth to age three (3) into PSD programs.
2. Inform parent/caregiver of the types and purposes of the screenings prior to the screening, and inform parent/caregiver of the results of the screenings, and the purpose and results of any subsequent evaluations.
3. Refer a child to the District for evaluation as soon as the need is evident, starting as early as the child's third birthday.
4. Recruit, enroll, and serve eligible children between the ages of three (3) and five (5).
5. Perform or obtain linguistically and age appropriate developmental, sensory and behavioral screenings of motor, language, social, cognitive, perceptual, and emotional skills in collaboration with each child's parent/caregiver within forty-five (45) calendar days of the child's entry into the program.
6. Ensure that children with identified developmental delay receive the services to which they are entitled under Head Start Performance Standards and/or State Preschool requirements for children with disabilities, IDEA, applicable Federal and State regulations.

B. Assessment Request Procedure

PSD shall instruct parent/caregiver of enrolled children with suspected developmental delay to contact the District Special Education Unit.

C. Screening and Referrals

PSD shall:

1. Provide screening within forty-five (45) days of enrollment of children enrolled in Head Start and State Preschool children using a standardized screening tool to identify children suspected of having a suspected disability.
2. Refer Head Start and State Preschool children, upon written parent/caregiver consent, who have been identified as potentially having a suspected disability to District for further evaluation.
3. Include the results of any screening conducted, parent/caregiver consent forms, and relevant enrollment data with the referral.

D. Comprehensive Assessment

PSD shall:

1. Provide space to the District for on-site evaluation, as needed.
2. Provide information about special education, training, consultation, and support of parent/caregiver as needed during the evaluation period.

E. MT Conference and IEP Meetings

PSD shall:

1. Ensure appropriate Head Start or State Preschool Program personnel attend MT meetings and function as team members.
2. Create a special services folder at the time of the referral which contains parent/caregiver consent, screening results, and referral documents. The folder shall be maintained at the PSD Administration Office.

F. Placement

PSD shall accommodate children with suspected or identified developmental delay or disability who are referred by the District.

G. Specific Program Service Delivery

PSD shall:

1. Coordinate services schedules with District SEPAT.
2. Provide opportunities for children receiving services from District to practice and generalize within inclusive environments the skills developed through classroom activities.
3. Document the individualized activities conducted by Head Start or State Preschool Program teaching staff to ensure classroom activity is aligned with IEP goals, and file the documentation in the child's special services folder. Documentation can be provided by teacher, administration, or support staff who work in direct contact with the child.

H. Transition

PSD shall implement the transition plan in accordance with Head Start Performance Standards and/or State Preschool requirements.

I. Training and Technical Assistance

PSD shall assess staff and parent/caregiver training needs related to Head Start and/or State Preschool children for whom District is providing special education services, collaborate with District to acquire and furnish the identified training needs.

V. FISCAL PROVISIONS

There shall be no financial remuneration from this MOU.

VI. INDEMNIFICATION

To the fullest extent permitted by law, PSD shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses, and expenses, including, but not limited to, attorney fees, arising out of PSD's performance under this MOU, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses, and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, PSD shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. PSD shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

VII. INSURANCE REQUIREMENTS

PSD and District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective

programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

VIII. TERM

This MOU is effective as of August 01, 2021, and expires on July 31, 2024, but may be terminated earlier in accordance with the provisions of Section IX of this MOU.

IX. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The Assistant Executive Officer for Human Services is authorized to exercise the PSD's rights with respect to any termination of this MOU. District's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of District.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of this MOU shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties, and approved by the Board of Supervisors. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. The District agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. District will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.
- D. District shall ensure that all staff, volunteers and/or subcontractors performing services under this MOU comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. District shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

XI. CONCLUSION

- A. This MOU, consisting of 11 pages, is the full and complete document describing services to be rendered by District to PSD including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

ONTARIO-MONTCLAIR SCHOOL DISTRICT

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Phil Hillman

(Print or type name of person signing contract)

Title Chief Business Official

(Print or Type)

Dated: _____

Address 950 West D. Street

Ontario, CA 91762

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Becky Giroux, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Jacquelyn Greene, Interim Director

Date _____