

**COVID-19 RELATED AMENDMENT TO
2020-2021 NONPUBLIC SCHOOL MASTER CONTRACT**

This Amendment to the 2020-2021 San Diego County Nonpublic Master Contract ("Amendment"), is made and entered into this 15th day of October, 2020, by and between the Lemon Grove School District ("Local Education Agency" or "LEA") and the Nonpublic School Aseltine School ("Contractor") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties executed the 2020-2021 San Diego County Nonpublic Master Contract ("Contract") for the purpose of LEA and Contractor being able to provide special education and related services to individuals with exceptional needs through their Individualized Education Programs, as required by Education Code section 56365 et seq.; and

WHEREAS, uncertainty continues such that funding and expectations for attendance and learning are governed by budget bills, such as Senate Bill 98 and pending revisions, that govern expectations for attendance and learning for 2020-2021 school year, as well as funding; and

WHEREAS, Contractor is both willing and able to provide the special education and related services contemplated by the Master Contract, on behalf of LEAs, in keeping with federal, state, and local public health regulations, orders, and guidance in response to COVID-19; and

WHEREAS, the Parties desire to agree to amendments for the 2020-2021 school year or until COVID-19 restrictions cease, whichever occurs sooner, and desire to amend the Master Contract to account for COVID-19 Federal, State, and local health emergency orders and regulations, and ensure that special education and related services provided by Contractor's schools on behalf of LEAs are consistent with State and Federal guidance; and

WHEREAS, the San Diego County Special Education Local Plan Area ("SELPA") Directors and the County Director of Special Education approve this Amendment, as required by Paragraph 1.3 of the Contract, to which the SELPAs are not a party;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to the Contract.

a. Amendment. The following provisions shall apply during 2020-2021 school year, or until distance learning is no longer required, whichever occurs first:

- i. Contractor shall submit to the LEA for approval, a plan for the provision of remote and/or distance learning educational services to pupils who will receive special education and/or related services provided by the Contractor ("Distance Learning Plan"). The LEA shall not withhold approval of the Distance Learning Plan if it reasonably meets the requirements set forth below and may base approval on applicable State law and/or State or Federal guidance. Invoices of the

distance learning activities conducted in good faith and in accordance with its Distance Learning Plan by Contractor from July 1, 2020, to the date of this Amendment's adoption shall be accepted by LEA for payment.

- ii. Contractor will provide education program in compliance with Education Code, as amended to address pandemic restrictions for schools, during the 2020-2021 school year. Contractor will stay informed on all requirements of law, including Senate Bill 98 requirements, summarized as follows:
 1. Confirmation of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work during any required distance learning; report to LEA within 24 hours of any pupil who does not have connectivity or a device or both;
 2. Content provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
 3. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support;
 4. Special education, related services, and any other services to include accommodations necessary to ensure that each pupil's individualized education program can be executed in a distance learning environment;
 5. Daily live interaction with qualified staff for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders, and, to the extent feasible, shall include the pupil's peers. Anytime daily live interaction is not feasible as part of regular instruction, Contractor will communicate with the LEA to amend or revise Distance Learning Plan if alternative plans are required. The Parties acknowledge the importance of frequent communication if alternative planning becomes necessary to ensure continuity of learning during distance learning;
 6. Written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction, as well as notification to the LEA of the steps taken; and
 7. Regular communications with parents and guardians and the LEA regarding a pupil's academic progress, including when live interaction is not feasible.

- iii. In lieu of regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), during any period of distance learning the Contractor shall submit to the LEA a work plan and detailed service logs documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in accordance with the Distance Learning Plan. In addition, a weekly engagement record shall be completed for each pupil that documents each student's daily participation in synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, tracking documents, and the completion of assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between Contractor's employees and pupils or parents or guardians. The detailed service logs shall indicate that a pupil who, on a given day, does not participate in any of the activities specified in Contractor's Distance Learning Plan. The Contractor may comply with this paragraph by using templates prepared by CDE for this purpose.
- iv. The LEA shall make payment to the Contractor for those days in which education and services identified in Contractor's Distance Learning Plan were actually provided by the Contractor, as documented by detailed service logs, and as set forth in the Master Contract.

b. The Amendment shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning. The Parties acknowledge and agree they have reviewed and will stay current on amendments to the Education Code made for the 2020-2021 school year, and affirm importance of as much in person, classroom-based instruction, as long as in compliance with health and safety requirements. The Parties agree to communicate to determine when any in person instruction or services may be provided, such that the LEAs may have sufficient notice to arrange for transportation required as a related service.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Contract, the provisions of this Amendment shall control.

This Amendment, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date set forth above.

12/17/2020

Date

12/18/2020

Date

Date

Approved by SELPA Directors:

10/08/2020

Date

10/8/2020

Date

10/08/2020

Date

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Date

10/8/2020

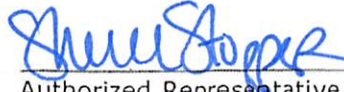
Date

10/9/20

Date



Authorized Representative Signature
Name and Title:
Nonpublic School:



Authorized Representative Signature
Name and Title: Sharon Stoppel, CEO
LEA: Lemon Grove School District

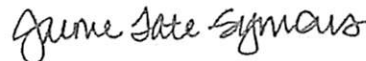
LEA Board Approval



Heather DiFede
Executive Director, East County SELPA



Rebecca Nobriga
Executive Director, North Coastal
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