



## Rooted School – Las Vegas

### Rooted School Las Vegas Board Meeting (March)

Published on March 27, 2023 at 9:28 AM PDT

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#### Date and Time

Tuesday March 28, 2023 at 4:00 PM PDT

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:00 PM</b>
<b>A.</b> Call the Meeting to Order	Vote	John Etzell	1 m
<b>B.</b> Record Attendance	Vote	John Etzell	1 m

#### Board Members:

John Etzell, Board Chair

Merrick Murray

Greer Perkins

#### Staff:

Jose Silva, Executive Director

#### Guests:

Jonathan Johnson, Rooted School Foundation

<b>C.</b> Approval of the Agenda and Previous Meeting Minutes	Approve Minutes	John Etzell	1 m
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Board Chair or designee provides context before a motion to vote on the agenda for the March 28, 2023 meeting.

	Purpose	Presenter	Time
Proposed Motion: Approve the agenda and minutes from the February and March 2023 meetings.			

<b>D. Public Comment</b>	Discuss	John Etzell	5 m
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**Board Secretary Must Read Before Public Comment**

Our Public Comment period is for members of the public to address the Board. Each member of the public may sign up to comment at the meeting and will be allotted three minutes. The board will listen, but may not directly respond to any comments. Please do not use specific student, teacher or administrator names in your comments as our meetings are open to the public and public record, and we must adhere to FERPA - Family Educational Rights and Privacy Act. As such, if your comment is about a private matter, please contact the Board via email, or speak to the Board Chair privately.

**II. Consent Agenda 4:08 PM**

Board Chair or designee provides context before a motion to vote on the consent agenda.

Proposed Motion: Approve the 2023-2024 Rooted School Las Vegas Calendar, McKinney-Vento Policy, and Foster Care Policy.

Motion:

Seconded:

<b>A. 2023-2024 Rooted School Las Vegas Calendar</b>	Vote	Jose Silva	5 m
<b>B. McKinney-Vento Policy</b>	Vote	Jose Silva	5 m
<b>C. Foster Care Policy</b>	Vote	Jose Silva	5 m

**III. Board Updates on Pre-Opening**

Board Chair and/or designee provides the Board with an update on Rooted School Las Vegas' pre-opening progress.

Proposed Motion:

Purpose      Presenter      Time

Motion:  
Seconded:

Action Step:

**IV. Infinite Campus Agreement**

**4:23 PM**

Board Chair and/or designee provides the Board an update on the Infinite Campus Agreement.

Proposed Motion:

Motion:  
Seconded:

Action Step:

<b>A.</b> Infinite Campus Agreement	Discuss	Jose Silva	5 m
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**V. Public Comment**

Board Secretary Must Read Before Public Comment

Our Public Comment period is for members of the public to address the Board. Each member of the public may sign up to comment at the meeting and will be allotted three minutes. The board will listen, but may not directly respond to any comments. Please do not use specific student, teacher or administrator names in your comments as our meetings are open to the public and public record, and we must adhere to FERPA - Family Educational Rights and Privacy Act. As such, if your comment is about a private matter, please contact the Board via email, or speak to the Board Chair privately.

**VI. Closing Items**

	Purpose	Presenter	Time
<b>A. Adjourn Meeting</b>	Vote	John Ezell	
Board Chair and/or designee adjourns Board Meeting.			

# Coversheet

## 2023-2024 Rooted School Las Vegas Calendar

**Section:** II. Consent Agenda  
**Item:** A. 2023-2024 Rooted School Las Vegas Calendar  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Rooted School Las Vegas 2023-2024 Calendar .pdf

## ROOTED SCHOOL LAS VEGAS (PROPOSED) 2023-2024 CALENDAR (Revised 3.10.2023)

**Session 1: Aug 7-Sept 15 (29 Days)**

PD Days: July 12-Aug 2 (16 days)

August 3-4: Student and Family Orientation

August 7: First Day of School

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February 19: President's Day (No School)

**Session 2: Sept 25-Nov 17 (38 Days)**

Session Break: Sept 18-22

September 4: Labor Day (No School)

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**Session 4: March 18-April 26 (28 Days)**

Spring Break: March 11-15

March 29: Good Friday (No School)

October 27: Nevada Day Observed (No School)

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Session Break: April 29-May 3

April 1: Easter Monday (No School)

**Session 3: Nov 27-March 8 (63 Days)**

November 10: Veterans Day (No School)

Session Break: Nov 20-24

November 23: Thanksgiving

NOVEMBER 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2024						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**Session 5: May 6- June 12 (22 Days)**

May 27: Memorial Day (No School)

Winter Break: Dec 25-Jan 5

December 25: Christmas

DECEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Last Day of School: June 5

Last Day for Teachers: June 6

**TOTAL DAYS: 180**

Classes Resume: Jan 8

January 15: Martin Luther King, Jr. Day (No School)

JANUARY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

PD Days: July 17-31 (11 days)

DRAFT

# Coversheet

## McKinney-Vento Policy

**Section:** II. Consent Agenda  
**Item:** B. McKinney-Vento Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2023.24 Rooted School LV MKVManual.pdf





# McKinney-Vento/Homeless Policy and Plan

**[ROOTED SCHOOL LAS VEGAS]**

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**2023 - 2024**

# 1 CONTENTS

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[Rooted School Las Vegas]	1
2 About [Rooted School Las Vegas]	2
2.1 School Mission Statement	3
2.2 School Vision Statement	3
2.3 School Website and School Performance Plan	3
3 Introduction	3
3.1 Purpose	3
3.2 Legal Requirements	3
3.3 Board Approval	4
3.3.1 Board Approval	4
3.3.2 Stakeholders	4
3.4 Description	4
3.5 Definitions and Acronyms	4
4 Rights of Homeless Children and Youth	6
5 Dissemination of Educational Rights information	7
6 Identification	8
6.1 Self-Identification	8
6.1.1 Online Registration	8
6.1.2 Other Identification Methods	8
6.2 Other Staff Identification	8
6.3 Recording Homeless Status in Infinite Campus	8
7 School Selection	9
7.1 Immediate Enrollment	9
7.2 The Right to Choose What School to Attend	9
8 Transportation	10
9 Disputes	10
10 Services	11
10.1 Homeless Education Liaison	11
10.2 Special Education	11
10.3 After School Programs	11
10.4 [Insert Additional Program Name]	11
10.5 [Insert Additional Program Name]	11
10.6 [Insert Additional Program Name]	12

10.7 [Insert Additional Program Name]	12
10.8 [Insert Additional Program Name]	12
11 Free Meals	12
12 Training	12
12.1 McKinney-Vento Liaison	12
12.2 Other School Staff	13
13 Coordination	13
13.1 Coordination with Local Social Service Agencies	13
13.2 Records Sharing and Transfer	13
14 Preschool	13
15 Full or Partial Credit Requirements	13
16 References	14
17 Appendix A: Links	15
18 Appendix B: Forms	16

## 2 ABOUT [ROOTED SCHOOL LAS VEGAS]

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Rooted School began in 2014. First, as a 15-student pilot in New Orleans. Inspired by the growth of living-wage jobs in the region, his experiences teaching in Central City, and growing up living paycheck-to-paycheck, Jonathan Johnson believed there was more that could be done to lift those on the lower rungs of the economic ladder up in their lifetime. Years later, Rooted School is widely recognized as one of the most innovative public-school models in the U.S.

Core to its educational model and belief is that youth are a vastly underutilized talent source in our communities. And, with the right training, high expectations, and a deep sense of possibility the U.S. can leverage teenagers' talents to meet its increasingly changing workforce demands. Rooted School Las Vegas will launch and welcome its founding 9th and 10th grade students for the 2023-24 school year.

### 2.1 SCHOOL MISSION STATEMENT

To rapidly reduce America's wealth gap by connecting underserved and talented teenagers with career and financial pathways.

### 2.2 SCHOOL VISION STATEMENT

Every student leaves with a college acceptance in one hand and a full-time job offer in the other.

### 2.3 SCHOOL WEBSITE AND SCHOOL PERFORMANCE PLAN

For additional information about Rooted School Las Vegas, please refer to the website at <https://www.rootedschoolcc.org/>.

You may also wish to review the School Performance Plan: IN PROGRESS

## 3 INTRODUCTION

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This manual serves as a reference for Rooted School Las Vegas regarding the topic of McKinney-Vento.

### 3.1 PURPOSE

The purpose of the McKinney-Vento Policy and Plan is to define procedures and specify program elements to ensure equal participation in all education programs for homeless youth. An effective policy, plan, and program, ensures that all students have been provided with the necessary support and have been given the opportunity to meet all requirements for high school graduation.

### 3.2 LEGAL REQUIREMENTS

[Subtitle VI-B of The McKinney-Vento Homeless Assistance Act](#) authorizes the federal Education for Homeless Children and Youth (EHCY) Program and is the primary piece of federal legislation related to the education of children and youth experiencing homelessness. It was reauthorized in December 2015 by Title IX, Part A, [of Every Student Succeeds Act \(ESSA\)](#).

Programs must be in compliance with [Nevada Revised Statute \(NRS\) Chapter 385](#) and [NRS Chapter 388](#) and the components that govern public schools. Additionally, Nevada's [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional

provisions for homeless, unaccompanied, and foster care pupils that are codified in [NRS388.205](#), [NRS388A.489](#), and [NRS389.320](#).

### 3.3 BOARD APPROVAL

#### 3.3.1 Board Approval

Each SPCSA school is required to have the McKinney-Vento/Homeless Policy and Plan approved by their school board.

This manual was approved on: March 28, 2023

#### 3.3.2 Stakeholders

The following stakeholders participated in the review and approval process of this plan:

- John Etzell: Board Chair
- Greer Perkins: Board Member
- Merrick Murray: Board Member

### 3.4 DESCRIPTION

This manual contains information regarding:

- Definitions relevant to McKinney-Vento and homeless youth
- The rights of children and homeless youth.
- Dissemination of information regarding educational rights for homeless youth.
- Identification of homeless youth.
- School selection.
- Transportation.
- Disputes.
- Services provided.
- Free meals.
- Training.
- Coordination.
- Preschool.
- Full or partial credit requirements.

### 3.5 DEFINITIONS AND ACRONYMS

Throughout this manual you will encounter a variety of terms that are relevant to this process. Additionally, some items may be referred to using acronyms. Please review the following items to familiarize yourself with the terminology and acronyms used throughout this manual.

- Child find:
  - In general All children with disabilities residing in the State, including children with disabilities who are homeless children or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.
- Every Student Succeeds Act (ESSA):

- is the federal K-12 education law of the United States. ESSA was signed into law in 2015 and replaced the previous education law called “No Child Left Behind.” It is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965.
- Homeless children and youths:
  - Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (per Title IX, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act) defines homeless as follows:
  - The term "homeless children and youths"--
    - (A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and
    - (B) includes--
      - (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;\*
      - (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));
      - (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
      - (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
  - \*Per Title IX, Part A of the Every Student Succeeds Act, "awaiting foster care placement" was removed from the definition of homeless on December 10, 2016; the only exception to his removal is that "covered states" have until December 10, 2017 to remove "awaiting foster care placement" from their definition of homeless.
- Infinite Campus (IC):
  - Infinite Campus is the Student Information System (SIS) used by all public schools in Nevada.
- McKinney – Vento:
  - The McKinney–Vento Homeless Assistance Act of 1987 is a United States federal law that provides federal money for homeless shelter programs. It was the first significant federal legislative response to homelessness and was passed by the 100th United States Congress and signed into law by President Ronald Reagan on July 22, 1987. The act has been reauthorized several times over the years, and now includes educational components. To read more about the McKinney-Vento Homeless Assistance Act, please view the materials from the National Center for Homeless Education (NCHE) at <https://nche.ed.gov/legislation/mckinney-vento/>.
- National Center for Homeless Youth (NCHE):
  - NCHE operates the U.S. Department of Education's technical assistance and information center for the federal Education for Homeless Children and Youth (EHCY) Program.
- Nevada Department of Education (NDE):
  - The Nevada Department of Education or NDOE, autonomous of the governor and the Nevada State Legislature, administers primary and secondary public education in the state of Nevada.
- Nevada Revised Statute (NRS):
  - The Nevada Revised Statutes are all the current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada and Nevada Revised Statutes.
- School of Origin:
  - (i) IN GENERAL.-The term school of origin means the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool.
  - (ii) RECEIVING SCHOOL.-When the child or youth completes the final grade level served by the school of

origin, as described in clause (i), the term 'school of origin' shall include the designated receiving school at the next grade level for all feeder schools.

- State Public Charter School Authority (SPCSA):
  - The State Public Charter School Authority (SPCSA) authorizes public charter schools across Nevada and is responsible for the oversight and monitoring of those schools to ensure positive academic outcomes for students and strong stewardship of public dollars.
- Unaccompanied Youth:
  - The McKinney-Vento Act defines unaccompanied youth as “a homeless child or youth not in the physical custody of a parent or guardian” [42 USC § 11434a(6)]. Taking a closer look at the definition, two conditions must be present for a child or youth to be considered an unaccompanied youth under the McKinney-Vento Act:
    - (A) 1. The child’s or youth’s living arrangement meets the Act’s definition of homeless, and
    - (B) 2. The child or youth is not in the physical custody of a parent or guardian.
  - To read more about unaccompanied youth, please view the materials from the National Center for Homeless Education at <https://nche.ed.gov/wp-content/uploads/2018/10/youth.pdf>
- US Department of Education (USED):
  - The U.S. Department of Education is the agency of the federal government that establishes policy for, administers, and coordinates most federal assistance to education.

## 4 RIGHTS OF HOMELESS CHILDREN AND YOUTH

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According to the NCHE whitepaper titled [The Educational Rights of Children and Youth Experiencing Homelessness](#), in order to remove educational barriers for homeless children and youths, the McKinney-Vento Act mandates:

- immediate school enrollment and full participation in all school activities for eligible children, even when records normally required for enrollment are not available [42 U.S.C. § 11432(g)(3)(C)];
- the right of children and youths experiencing homelessness, including young homeless children attending public preschools, to remain in their school of origin (the school the student attended when permanently housed or the school in which the student was last enrolled), when in the child’s or youth’s best interest to do so [42 U.S.C. § 11432(g)(3)(A), 42 U.S.C. § 11432(g)(3)(B) and 42 U.S.C. § 11432(g)(3)(I) (i)];
- transportation to and from the school of origin at the request of the parent or guardian (or in the case of an unaccompanied youth, the local liaison)[42 U.S.C. § 11432(g)(1)( J)(iii)];
- provision of services comparable to services offered to other students in the school, including Title I services or similar State or local programs, educational programs for children with disabilities, and educational programs for English learners; career and technical education; programs for gifted and talented students; and school nutrition programs [42 U.S.C. § 11432(g) (4)];
- that homeless students have access to and receive educational services for which they are eligible, including services through Head Start programs, early intervention services under part C of the Individuals with Disabilities Education Act, and other preschool programs administered by the local educational agency [42 U.S.C. § 11432(g) (6)(iii)];
- removal of barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs for homeless students who meet relevant eligibility criteria [42 U.S.C. § 11432(g)(1)(F)(iii)];
- rights and protections specifically for unaccompanied youth (youth who are not in the physical custody of a parent or guardian) who are experiencing homelessness, including allowing them to be immediately enrolled without proof of guardianship [42 U.S.C. § 11432(g)(1)(H) (iv)];

- the right of parents, guardians, or unaccompanied youth to dispute an eligibility, school selection, or enrollment decision, and for a child or youth to be admitted to the school in which enrollment is sought, pending the resolution of the dispute [42 U.S.C. § 11432(g) (3)(E)]; and
- the appointment of a local homeless liaison in every school district or local education agency (LEA) to ensure that homeless children and youth are enrolled in and have a full and equal opportunity to succeed in school [42 U.S.C. § 11432(g)(1)( J)(ii) and 2 U.S.C. § 11432(g)(6) (A)].

## 5 DISSEMINATION OF EDUCATIONAL RIGHTS INFORMATION

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The McKinney-Vento/Homeless Policy and Plan should be posted to the Rooted School Las Vegas website for the school community to view. In addition, the school will have written materials in English and other languages spoken at the school that advise the school community of the rights of homeless youth. Written materials include but are not limited to:

- Posters and Flyers
  - Educational Rights Poster (Youth) from NCHE:
    - [English](#)
    - [Spanish](#)
  - Educational Rights Poster (Parent) from NCHE:
    - [English](#)
    - [Spanish](#)
  - Higher Education Poster from NCHE
    - [English](#)
    - [Spanish](#)
  - Support for Students Whose Families Have Lost Their Homes to Foreclosure poster from NCHE:
    - [English](#)
- Brochures
  - NCHE Brochure:
    - [English](#)
    - [Spanish](#)
  - Support for Students Whose Families Have Lost Their Homes to Foreclosure brochure from NCHE:
    - [English](#)
    - [Spanish](#)
- Booklets
  - Parent booklet from NCHE:
    - [English](#)
    - [Spanish](#)
- Email communication to the school community



- Information posted on the school website

The school will retain copies of all distributed materials as evidence for monitoring conducted by SPCSA and NDE, including materials that are printed from other sources such as NCHE.

## 6 IDENTIFICATION

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To determine a student's McKinney-Vento eligibility, schools must determine whether a student's living arrangement meets the McKinney-Vento definition of homeless. In general, parents/guardians or unaccompanied youth should complete a Student Housing Questionnaire (SHQ) which may be electronic or a paper form.

### 6.1 SELF-IDENTIFICATION

#### 6.1.1 Online Registration

Upon registration, students may be identified as homeless through the online registration process in Infinite Campus which asks a questionnaire regarding housing status. Once identified as homeless, the student records should be updated appropriately in Infinite Campus to document the status of the student as homeless.

#### 6.1.2 Other Identification Methods

Students may experience homelessness at any time throughout the school year. While a student may not necessarily be homeless at the time of online registration, they may become homeless at another point during the school year. Or, during registration the parent/guardian/unaccompanied youth may have not selected the option during online registration.

If a parent/guardian/student notifies the school at any time that the student is potentially experiencing homelessness, students should complete a [Student Housing Questionnaire](#) to determine eligibility. Once determined eligible per the McKinney-Vento definition of homeless, the student records should be updated appropriately in Infinite Campus to document the status of the student as homeless.

### 6.2 STAFF IDENTIFICATION

School staff may also be particularly helpful in identifying homeless students. This can be via trusting relationships with a staff member, symptoms of homelessness noticed, by reviewing enrollment documents, and reviewing attendance records. If any school staff member has reason to believe that a student may be experiencing homelessness, they should reach out to the school McKinney-Vento Liaison so that the McKinney-Vento Liaison may reach out to the parent/guardian/unaccompanied youth to complete a [Student Housing Questionnaire](#) to determine eligibility. Once determined eligible per the McKinney-Vento definition of homeless, the student records should be updated appropriately in Infinite Campus to document the status of the student as homeless.

### 6.3 RECORDING HOMELESS STATUS IN INFINITE CAMPUS

Homeless status will be recorded in Infinite Campus by the Office Manager.

Homeless students must be correctly entered in Infinite Campus for a variety of purposes including grant eligibility and desktop monitoring. SPCSA must be able to accurately obtain data regarding the numbers of homeless students for reporting to NDE via Infinite Campus. Please use the instructions below to accurately identify homeless students in Infinite Campus.

1. In the Campus Tools menu on the “Index” tab, choose “Student Information” then click “Program Participation”, then choose “Homeless” from the index that appears.
2. Locate the student using the search tab.
3. Once you have pressed “Go” on the screen shown, press “New” to enter the information for the homeless student. You must enter:
  - “Primary Night Time Residence”
  - “Start Date”
  - “End Date” should be entered as 07/31/YYYY where the year is the end of the current school year, as the status should continue through summer school, but end prior to the start of the new school year. If the student exits homeless status prior to the end of the school year, you may update the end date when notified.
  - If the student is an “Unaccompanied Youth” the option should be selected.
  - Be sure to save once you have entered the information.
4. Return to the “Index” tab and select “General”. It will display the student “Summary” tab. Click the “Flags” tab.
5. On the “Flags” tab, press the “New” button to add the Homeless Flag for the student. You should enter a “Start Date” and “End Date”.

## 7 SCHOOL SELECTION

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All public schools including charter schools must accept homeless students. Per page 17 of the [Homeless Tool Kit for School Staff](#) provided by NDE:

### 7.1 IMMEDIATE ENROLLMENT

A school must **immediately** enroll a homeless student, even if the student does not have documents normally required for enrollment, such as academic and medical/immunization records or proof of residency. Once enrolled, the Homeless Education Liaison of the school must help the parent/guardian/unaccompanied youth obtain the necessary records and/or immunizations, and work with the parent/guardian/unaccompanied youth to determine appropriate placement in classes if records are not immediately available.

### 7.2 THE RIGHT TO CHOOSE WHAT SCHOOL TO ATTEND

Students have the right to continue attending their “school of origin”. The “school of origin” is the school where the child or youth was last enrolled or the school the child or youth was attending when they became homeless. The school district shall keep a student in the “school of origin” unless it goes against the wishes of the parent. The student also has the option of enrolling in school where he is currently living.

If the school district sends a student to a school other than the school of origin or a school requested by the parent, the district must provide the parent with a written explanation of the decision, which includes the right to appeal the decision to the NDE Homeless Liaison.

If a student obtains permanent housing during the school year, the student has the right to stay in their current school until the end of the school year.

All placement decisions must be made based on what is in the best interest of the student.

## 8 TRANSPORTATION

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The transportation process in Nevada is specified by NDE on page 18 of the [Homeless Tool Kit for School Staff](#). Charter schools are public schools which must follow the same processes. The following transportation process should be followed by all charter schools:

The parent or guardian (or, in the case of an unaccompanied youth, the school homeless liaison) of a homeless student may request that transportation be provided to and from school.

If the student is still in the same district as the school of origin, the school district must provide transportation.

If the student is not living within the district of the school of origin, the district of origin and the district where the student is living must determine how to share transportation costs and responsibility.

If the districts cannot come to an agreement, then the responsibility and costs must be shared equally. In general, transportation time should be limited to one hour or less in each direction.

Please note, the transportation provisions of McKinney-Vento only apply to students who are currently homeless. If a student obtains permanent housing and continues to attend his/her school of origin until the end of the school year, the continued provision of transportation is at the discretion of the district of origin.

Remember: The school district must make decisions based on the best interests of the student.

## 9 DISPUTES

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The dispute resolution process in Nevada is specified by NDE on page 19 of the [Homeless Tool Kit for School Staff](#). Charter schools are public schools which must follow the same processes. The following dispute resolution process should be followed by charter schools:

If a charter school challenges the right of a homeless student to attend the school, the charter school must continue to provide transportation and other services to the student until the dispute is resolved.

The dispute resolution process begins when the charter school challenges the student's enrollment/continued enrollment in school. The same day the charter school challenges the enrollment of the student, the district must notify the Homeless Liaison and the parent/guardian or unaccompanied youth in writing. This notice must include the right of the parent/guardian or unaccompanied youth to appeal the decision. The charter school must also notify the NDE Homeless Liaison/Coordinator the same day and provide them with copies of all notices provided to the parent/guardian or unaccompanied youth.

The NDE Liaison must then provide the parent/youth with a clear, easy-to-understand, written explanation of dispute resolution process and include the contact information for the NDE Homeless Liaison.

The school district then has two working days to determine whether it will continue to challenge the right of the student to be enrolled in school. During this time, NDE may provide technical assistance to the school on the requirements of McKinney-Vento.

The final decision by the charter school must be made in writing by the Superintendent (or Executive Director, or equivalent at the charter school) and must state all factual reasons and the legal basis for the decision. If the final decision of the charter school is adverse to the student, the charter school must provide the NDE homeless liaison (NDE

then notifies the parent) with a copy of the Rights of Homeless Students under the McKinney-Vento Act the written decision that same day. The parent/youth then has the right to appeal the decision to NDE.

Once NDE has received the appeal, the NDE Homeless Liaison has two working days to make a decision. The decision made by NDE Homeless Liaison is final.

## 10 SERVICES

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Homeless students have the same rights as all other students to participate in special education programs, after school programs, and any other programs available at the school.

### 10.1 HOMELESS EDUCATION LIAISON

Every school is required to have a Homeless Education Liaison (often referred to as the McKinney-Vento Liaison). It is the job of the Liaison to ensure that homeless students have the same opportunities as all other students, which includes ensuring that homeless students are able to attend school, arranging for transportation in a timely manner, keeping the school staff informed of the rights of homeless students and providing appropriate referrals to service providers.

The homeless liaison at our school is:

Dr. Jose Silva

### 10.2 SPECIAL EDUCATION

Homeless students who qualify for special education services must be provided appropriate services based on the information that is available to the school. A school may not delay providing such services based on the non-receipt of school records. Homeless children are also included under child find requirements in the Individuals with Disabilities Education Act 20 U.S.C. 1412(a)(3).

### 10.3 AFTER SCHOOL PROGRAMS

[Insert detailed description of how your school will provide access to after school programs for homeless children] **TBD**

### 10.4 [INSERT ADDITIONAL PROGRAM NAME]

**TBD**

## 11 FREE MEALS

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Homeless students have the same rights as all other students to participate in school nutrition programs. The process for identifying eligibility for free or reduced price meals in Nevada is specified by NDE on page 18 of the [Homeless Tool Kit for School Staff](#). Charter schools are public schools which must follow the same processes. The following processes for determining free meal eligibility should be followed by all charter schools:

In order to determine the eligibility for free or reduced price meals, school officials must accept documentation that the student is homeless from the local Homeless Education Liaison or the director of the homeless shelter where the student resides. If a student is temporarily residing with another household, the household size and income of the host family are not taken into consideration when determining the free meal eligibility for the homeless student. However, the host

family may include the homeless family as household members if the host family is providing financial support to the family.

Additionally, according to page 3 of the NCHC whitepaper titled “[Access to Food for Students Experiencing Homelessness](#)” the following must occur after eligibility is determined:

Once the above documentation has been provided to the school nutrition program, the student must be directly certified. School meals personnel do not have discretion to decline directly certifying children who have been documented to be categorically eligible. If a school administrator knows that a child is homeless but is concerned that there may be a delay in obtaining documentation from the local liaison, the administrator may complete an application on behalf of the child so the child can begin receiving free meals immediately. The administrator must then follow up with the local liaison to obtain the needed documentation.

Once a child is certified as eligible to receive free school meals, eligibility remains in effect for the duration of the current school year and for up to 30 days after the first operating day of the subsequent school year or until a new eligibility determination is made in the new school year, whichever comes first.

## 12 TRAINING

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Training will be provided for the McKinney-Vento Liaison and for other school staff.

### 12.1 MCKINNEY-VENTO LIAISON

The McKinney-Vento Liaison will attend webinars, conferences, training offered by SPCSA and training offered by NDE. For example – webinars available from NCHC at <https://nche.ed.gov/group-training/>.

Upon completion of all training, records will be retained documenting that the McKinney-Vento liaison has attended training annually as NDE may request these records for desktop monitoring.

### 12.2 OTHER SCHOOL STAFF

Additional staff such as the Director of Operations and the Office Manager will also attend training as described above.

Upon completion of all training, records will be retained documenting that school staff has attended training annually as NDE may request these records for desktop monitoring.

## 13 COORDINATION

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### 13.1 COORDINATION WITH LOCAL SOCIAL SERVICE AGENCIES

[Describe how your school coordinates with local social services agencies to meet the needs of homeless students.] TBD

### 13.2 RECORDS SHARING AND TRANSFER

The school’s liaison for homeless students and their families will coordinate with local social service agencies that provide services to homeless children and youths and their families; other school schools on issues of transportation and records transfers; and state and local housing agencies responsible for comprehensive housing affordability strategies. This coordination includes providing public notice of the educational rights of homeless students where such children and youth receive services under the

McKinney-Vento Act, such as schools, family shelters and soup kitchens. The notice must be disseminated in a manner and form that parents, guardians, and unaccompanied youth receiving such services can understand, including, if necessary and to the extent feasible, in their native language. The school's liaison will also review and recommend amendments to school policies that may act as barriers to the enrollment of homeless students and will participate in professional development and other technical assistance activities, as determined by the state-level coordinator for homeless children and youth programs. Every effort will be made to maintain the confidentiality of the students in accordance with the Family Educational Rights and Privacy Act (FERPA).

## 14 FULL OR PARTIAL CREDIT REQUIREMENTS

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Nevada's [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional provisions for homeless, unaccompanied, and foster care pupils that are codified in [Nevada Revised Statute \(NRS\) 388.205](#), [NRS388A.489](#), and [NRS389.320](#).

Per this legislation, schools may not deny homeless students or unaccompanied youth credit for a course due to attendance. Regardless of the number of hours of classroom instruction, students should still receive credit for the coursework that has been satisfactorily completed. Evidence that may be considered in determining how much credit should be awarded for the coursework may include:

- (a) Demonstration of competency by a pupil;
- (b) Performance by a pupil on an examination;
- (c) Successful completion of a program of independent study, or any part of such a program, by the pupil;
- (d) Full or partial credit for coursework completed by a pupil at an accredited public or private school located within or outside of this State that is sought to be transferred;
- (e) Full or partial credit for coursework completed by a pupil at a summer school conducted by an accredited public or private school or institution of higher learning located within or outside of this State that is sought to be transferred;
- (f) Completion by a pupil of a correspondence or distance education course provided by a high school which is nationally accredited or by an entity which appears on the list published by the Department pursuant to NRS 388.834;
- (g) Completion of an apprenticeship program by a pupil;
- (h) Completion of a program by a pupil at a trade or vocational school which is accredited;
- (i) Work experience of a pupil;
- (j) Community service performed by a pupil; and
- (k) Any other evidence or method which is determined to be appropriate by the board of trustees of a school district or sponsor of a charter school, as applicable, and approved by the Department.

Additionally, A pupil who receives partial credit for coursework or a course of study pursuant to subsection 1 or 2 must be allowed to appropriately combine the partial credit, including, without limitation, for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

## 15 REFERENCES

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Throughout this manual a variety of resources are referenced from [NCHE](#) and the [NDE Homeless Tool Kit for School Staff](#).

Additional reference materials have all been linked in within the text of this manual, and will be listed in “Appendix A: Links” of this manual.

## 16 APPENDIX A: LINKS

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A variety of links have been provided throughout this manual and are listed below in the order that they appear in this manual:

- Subtitle VI-B of The McKinney-Vento Homeless Assistance Act
  - <https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter119/subchapter6/partB&edition=prelim>
- Every Student Succeeds Act (ESSA)
  - <https://www.govinfo.gov/content/pkg/PLAW-114publ95/pdf/PLAW-114publ95.pdf>
- NRS Chapter 385
  - <https://www.leg.state.nv.us/nrs/nrs-385.html>
- NRS Chapter 388
  - <https://www.leg.state.nv.us/nrs/nrs-388.html>
- Nevada SB147 (2019)
  - [https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB147\\_EN.pdf](https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB147_EN.pdf)
- NRS 388.205
  - <https://www.leg.state.nv.us/nrs/nrs-388.html#NRS388Sec205>
- NRS 388A.489
  - <https://www.leg.state.nv.us/nrs/NRS-388A.html#NRS388ASec489>
- NRS 389.320
  - <https://www.leg.state.nv.us/nrs/nrs-389.html#NRS389Sec320>
- Definition of McKinney-Vento from NCHE
  - <https://nche.ed.gov/legislation/mckinney-vento/>
- Information regarding unaccompanied youth from NCHE
  - <https://nche.ed.gov/wp-content/uploads/2018/10/youth.pdf>
- NCHE Whitepaper: The Educational Rights of Children and Youth Experiencing Homelessness
  - [https://nche.ed.gov/wp-content/uploads/2018/10/service\\_providers.pdf](https://nche.ed.gov/wp-content/uploads/2018/10/service_providers.pdf)
- Educational Rights Poster (Youth) from NCHE
  - English: [https://nche.ed.gov/wp-content/uploads/2019/01/youthposter\\_eng\\_color.pdf](https://nche.ed.gov/wp-content/uploads/2019/01/youthposter_eng_color.pdf)
  - Spanish: [https://nche.ed.gov/wp-content/uploads/2019/01/youthposter\\_sp\\_color.pdf](https://nche.ed.gov/wp-content/uploads/2019/01/youthposter_sp_color.pdf)
- Educational Rights Poster (Parent) from NCHE
  - English: [https://nche.ed.gov/wp-content/uploads/2019/01/parentposter\\_eng\\_color.pdf](https://nche.ed.gov/wp-content/uploads/2019/01/parentposter_eng_color.pdf)
  - Spanish: [https://nche.ed.gov/wp-content/uploads/2019/01/parentposter\\_sp\\_color.pdf](https://nche.ed.gov/wp-content/uploads/2019/01/parentposter_sp_color.pdf)
- Higher Education Poster from NCHE
  - English: [https://nche.ed.gov/wp-content/uploads/2018/11/he\\_poster.pdf](https://nche.ed.gov/wp-content/uploads/2018/11/he_poster.pdf)
  - Spanish: [https://nche.ed.gov/wp-content/uploads/2018/11/he\\_poster\\_span.pdf](https://nche.ed.gov/wp-content/uploads/2018/11/he_poster_span.pdf)
- Support for Students Whose Families Have Lost Their Homes to Foreclosure poster from NCHE
  - English: [https://nche.ed.gov/wp-content/uploads/2018/11/fc\\_post.pdf](https://nche.ed.gov/wp-content/uploads/2018/11/fc_post.pdf)
- NCHE Brochure:
  - English: <https://nche.ed.gov/wp-content/uploads/2022/08/NCHE-Brochure-ENG.pdf>
  - Spanish: <https://nche.ed.gov/wp-content/uploads/2022/08/NCHE-Brochure-SPA.pdf>
- Support for Students Whose Families Have Lost Their Homes to Foreclosure brochure from NCHE

- English: [https://nche.ed.gov/wp-content/uploads/2018/11/fc\\_broch.pdf](https://nche.ed.gov/wp-content/uploads/2018/11/fc_broch.pdf)
- Spanish: [https://nche.ed.gov/wp-content/uploads/2018/11/fc\\_broch\\_esp.pdf](https://nche.ed.gov/wp-content/uploads/2018/11/fc_broch_esp.pdf)
- Parent booklet from NCHE
  - English: <https://nche.ed.gov/wp-content/uploads/2022/08/Parent-Booklet-Eng.pdf>
  - Spanish: <https://nche.ed.gov/wp-content/uploads/2022/08/Parent-Booklet-Span.pdf>
- Student Housing Questionnaire
  - [https://spsca.instructure.com/courses/42/files/2312?module\\_item\\_id=2142](https://spsca.instructure.com/courses/42/files/2312?module_item_id=2142)
- NDE Homeless Tool Kit for School Staff
  - [https://doe.nv.gov/uploadedFiles/ndedoenvgov/content/Homeless/Homeless%20Tool%20Kit%20for%20School%20Staff%202022%20-2023\\_April-Draft.pdf](https://doe.nv.gov/uploadedFiles/ndedoenvgov/content/Homeless/Homeless%20Tool%20Kit%20for%20School%20Staff%202022%20-2023_April-Draft.pdf)
- NCHE Whitepaper – Access to Food for Students Experiencing Homelessness
  - <https://nche.ed.gov/wp-content/uploads/2022/08/Access-to-Food.pdf>
- NCHE Whitepaper – Early Care and Education for Young Children Experiencing Homelessness
  - <https://nche.ed.gov/wp-content/uploads/2019/09/Early-Care-and-Education-for-Young-Children-Experiencing-Homelessness.pdf>
- NCHE
  - <https://nche.ed.gov/>

## 17 APPENDIX B: FORMS

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- Student Housing Questionnaire (SHQ)
  - [https://spsca.instructure.com/courses/42/files/2312?module\\_item\\_id=2142](https://spsca.instructure.com/courses/42/files/2312?module_item_id=2142)



# Coversheet

## Foster Care Policy

**Section:** II. Consent Agenda  
**Item:** C. Foster Care Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2023-24 Foster Care Manual RSLV.pdf

# Foster Care Policy and Plan



**ROOTED SCHOOL LAS VEGAS**

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**2023 - 2024**

# 1 CONTENTS

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Rooted School Las Vegas	1
2 About Rooted School Las Vegas	4
2.1 School Mission Statement	4
2.2 School Vision Statement	4
2.3 School Website and School Performance Plan	4
3 Introduction	4
3.1 Purpose	4
3.2 Legal Requirements	4
3.3 Board Approval	5
3.3.1 Board Approval	5
3.3.2 Stakeholders	5
3.4 Description	5
3.5 Definitions and Acronyms	5
4 School of Origin and Best Interests Determination	6
5 Enrollment	7
5.1 Immediate Enrollment	7
5.2 Recording Foster Care Status in Infinite Campus	7
6 Identification and Tracking of Foster Students	8
6.1 Identification	8
6.2 Tracking of Foster Care Students	8
6.3 Data Validation	8
7 Transportation	8
8 Foster Care Liaison	10
9 Educational Records and Confidentiality	10
9.1 Local Family Service Agency Request of Education Records:	10
9.2 Local Family Service Agency Use of Educational Records:	10
9.3 Student Confidentiality	11
9.4 Designation of the local family service agency as School Official	11
10 Full or Partial Credit Requirements	11
11 References	12
12 Appendix A: Links	12

## 2 ABOUT ROOTED SCHOOL LAS VEGAS

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Rooted School began in 2014. First, as a 15-student pilot in New Orleans. Inspired by the growth of living-wage jobs in the region, his experiences teaching in Central City, and growing up living paycheck-to-paycheck, Jonathan Johnson believed there was more that could be done to lift those on the lower rungs of the economic ladder up in their lifetime. Years later, Rooted School is widely recognized as one of the most innovative public-school models in the U.S.

Core to its educational model and belief is that youth are a vastly underutilized talent source in our communities. And, with the right training, high expectations, and a deep sense of possibility the U.S. can leverage teenagers' talents to meet its increasingly changing workforce demands. Rooted School Las Vegas will launch and welcome its founding 9th and 10th grade students for the 2023-24 school year.

### 1.1 SCHOOL MISSION STATEMENT

To rapidly reduce America's wealth gap by connecting underserved and talented teenagers with career and financial pathways.

### 1.2 SCHOOL VISION STATEMENT

Every student leaves with a college acceptance in one hand and a full-time job offer in the other.

### 1.3 SCHOOL WEBSITE AND SCHOOL PERFORMANCE PLAN

For additional information about Rooted School Las Vegas, please refer to the website at <https://www.rootedschoolcc.org/>.

You may also wish to review the School Performance Plan: IN PROGRESS

## 3 INTRODUCTION

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This manual serves as a reference for Rooted School Las Vegas regarding the topic of Foster Care.

### 3.1 PURPOSE

The purpose of the Foster Care Policy and Plan is to define procedures and specify program elements ensure equal participation in all education programs for Foster Care students. An effective policy, plan, and program, ensures that all students have been provided with the necessary support and have been given the opportunity meet all requirements for high school graduation.

### 3.2 LEGAL REQUIREMENTS

[Nevada's Assembly Bill \(AB\) 491 of 2017](#) describes educational legal requirements for students in foster care that are codified in [Nevada Revised Statute \(NRS\) Chapter 388E](#). Additionally the [Every Student Succeeds Act \(ESSA\) of 2015 \(20 U.S.C. § 6311\)](#) led to states being required to have procedures for children in foster care to remain in their school of origin.

Programs must be in compliance with [NRS Chapter 385](#) and [NRS Chapter 388](#) and the components that govern public schools, along with [NRS chapter 388A](#) which are the provisions that govern charter schools. Nevada’s [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional provisions for homeless, unaccompanied, and foster care pupils that are codified in [NRS388.205](#), [NRS388A.489](#), and [NRS389.320](#).

The Family Educational Rights and Privacy Act (FERPA) ([20 U.S.C. § 1232g](#); [34 CFR Part 99](#)) is a Federal law that protects the privacy of student education records is also referenced in this manual.

### 3.3 BOARD APPROVAL

#### 3.3.1 Board Approval

Each SPCSA school is required to have the Foster Care Policy and Plan approved by their school board.

This manual was approved on: March 28th 2023

#### 3.3.2 Stakeholders

The following stakeholders participated in the review and approval process of this plan:

- John Etzell: Board Chair
- Greer Perkins: Board Member
- Merrick Murray: Board Member
- Jonathan Johnson : Founder

### 3.4 DESCRIPTION

This manual contains information regarding:

- Definitions relevant to McKinney-Vento and homeless youth

### 3.5 DEFINITIONS AND ACRONYMS

Throughout this manual you will encounter a variety of terms that are relevant to this process. Additionally, some items may be referred to using acronyms. Please review the following items to familiarize yourself with the terminology and acronyms used throughout this manual.

- Best Interests Determination:
  - When a child enters foster care or changes placement while in foster care, the agency which provides child welfare services to the child shall determine whether it is in the best interests of the child for the child to remain in his or her school of origin. In making this determination, there is a rebuttable presumption that it is in the best interests of the child to remain in his or her school of origin ([NRS 388E.105](#))
- Every Student Succeeds Act (ESSA):
  - is the federal K-12 education law of the United States. ESSA was signed into law in 2015 and replaced the previous education law called “No Child Left Behind.” It is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965.
- Family Educational Rights and Privacy Act (FERPA):
  - The Family Educational Rights and Privacy Act (FERPA) ([20 U.S.C. § 1232g](#); [34 CFR Part 99](#)) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Additional information about FERPA may be reviewed at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.
- Foster Care:

- Based on [NAC 432B.017](#), the term “foster care” means any out-of-home placement of a child. The term includes:
  1. The placement of a child into:
    - (a) A family foster home, as that term is defined in NRS 424.013;
    - (b) A group foster home, as that term is defined in NRS 424.015; or
    - (c) Any other similar institution having the appropriate qualifications and facilities to provide the necessary and desirable degree and type of care to the child.
  2. The placement of a child with a relative other than the relative who had a legal responsibility for providing a home for the child before the child was placed into the custody of the agency which provides child welfare services.
  3. An independent living arrangement approved by the agency which provides child welfare services in accordance with NAC 432B.410, made by the agency which provides child welfare services for a child in the custody of the agency which provides child welfare services pursuant to NRS 127.050 or 432B.550, or for whom the agency which provides child welfare services is responsible pursuant to NRS 432B.360. (Added to NAC by Div. of Child & Fam. Services by R221 97, eff. 6 5 98; A by R045 02, 7 23 2002)
- Infinite Campus (IC):
  - Infinite Campus is the Student Information System (SIS) used by all public schools in Nevada.
- Nevada Department of Education (NDE):
  - The Nevada Department of Education or NDOE, autonomous of the governor and the Nevada State Legislature, administers primary and secondary public education in the state of Nevada.
- Nevada Revised Statute (NRS):
  - The Nevada Revised Statutes are all the current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada and Nevada Revised Statutes.
- Participating school:
  - A charter school that is sponsored by the State Public Charter School Authority.
- School of Origin:
  - The public school in which a child was enrolled at the time that the child was placed in foster care or the school in which a child who is in foster care is enrolled at the time of the most recent change in the placement of the child.
- State Public Charter School Authority (SPCSA):
  - The State Public Charter School Authority (SPCSA) authorizes public charter schools across Nevada and is responsible for the oversight and monitoring of those schools to ensure positive academic outcomes for students and strong stewardship of public dollars.
- US Department of Education (USED):
  - The U.S. Department of Education is the agency of the federal government that establishes policy for, administers, and coordinates most federal assistance to education.

## 4 SCHOOL OF ORIGIN AND BEST INTERESTS DETERMINATION

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The school of origin is the public school in which a child was enrolled at the time that the child was placed in foster care or the school in which a child who is in foster care is enrolled at the time of the most recent change in the placement of the child.

When a child enters foster care or is moved to a new foster home, a best interests determination is conducted to determine if the student should remain in the school of origin or enroll in a different public school. The best interests determination should occur in conjunction with the relevant schools (school of origin and potential new school), the SPCSA foster care liaison, and the local family services agency to determine the appropriate placement.

Per [NRS 388E.105 \(2\)](#):

In determining whether it is in the best interests of a child in foster care to remain in his or her school of origin, the agency which provides child welfare services, in consultation with the local education agency and the educational decision maker appointed for the child pursuant to [NRS 432B.462](#), must consider, without limitation:

- (a) The wishes of the child;
- (b) The educational success, stability and achievement of the child;
- (c) Any individualized education program or academic plan developed for the child;
- (d) Whether the child has been identified as an English learner;
- (e) The health and safety of the child;
- (f) The availability of necessary services for the child at the school of origin;
- (g) Whether the child has a sibling enrolled in the school of origin; and
- (h) A plan for the continued education of the child, developed pursuant to [NRS 432B.60847](#), if the child is admitted to a psychiatric hospital or facility which provides residential treatment for mental illness.

The costs of transporting the child to the school of origin must not be considered when determining whether it is in the best interests of the child to remain at his or her school of origin.

Once the best interests determination has been conducted, if a dispute arises regarding the placement, the local family services agency will make the final decision regarding the child’s school which will be subject to court approval if any party objects.

Additionally, upon exit from foster care, the child may remain in the school of origin until the child enters a grade level that is no longer served by the school, or reaches an age where they are no longer eligible to attend the level of school.

## 5 ENROLLMENT

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### 5.1 IMMEDIATE ENROLLMENT

In accordance with subsection 2 of NRS 388A.453, when it is determined that it is in the best interests of the child to change schools, immediate enrollment means the school’s legal requirement to immediately enroll the child into the new school regardless if the new school has received all the child’s educational records; school transfer records, immunization records or any other unmet educational or academic requirements. Enrollment for a child in foster care cannot be denied or delayed. The enrolling school shall immediately contact the school of origin to obtain relevant academic and other records and those records will be promptly transferred.

### 5.2 RECORDING FOSTER CARE STATUS IN INFINITE CAMPUS

Foster Care status will be recorded in Infinite Campus by the Office Manager.

Foster Care students must be correctly entered in Infinite Campus for a variety of purposes including grant eligibility and desktop monitoring. SPCSA must be able to accurately obtain data regarding the numbers of Foster Care students for reporting to NDE via Infinite Campus. Please use the instructions below to accurately identify Foster Care students in Infinite Campus.

1. In the Campus Tools menu on the “Index” tab, choose “Student Information” then click “Program Participation”, then choose “Foster Care” from the index that appears.
2. Locate the student using the search tab.

3. Once you have pressed “Go” to locate the student, press “New” to enter the information for the Foster Care student. You must enter:
  - Placement type
  - “Start Date”
  - “End Date” should be entered if available from the department of family services if the expected end date is known. If the student exits foster care status during the school year, you should update the end date when notified.
  - Enter the social worker name.
  - Enter the school name for the “Owner”.
4. Return to the “Index” tab and select “General”. It will display the student “Summary” tab. Click the “Flags” tab.
5. On the “Flags” tab, press the “New” button to add the Foster Care flag for the student. You should enter a “Start Date” and “End Date”.

## 6 IDENTIFICATION AND TRACKING OF FOSTER CARE STUDENTS

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### 6.1 IDENTIFICATION

A child in the foster care system (the child) has special rights under federal and state laws to assist with educational success and to keep them safe. State Education and Child Welfare Agencies (Nevada Department of Education and (DCFS)) and Local Education and Child Welfare Agencies (Clark County School District (CCSD)/Charter Schools and Clark County Department of Family Services (DFS)) are required to uphold these rights.

Rooted School Las Vegas will assign a Foster Care Advocate/Liaison to help ensure these rights for children in foster care are upheld.

**The following are rights/services that the child is entitled to:**

***School District and Child Welfare Points of Contact (POC) who work together to support children in foster care educationally and who ensure compliance with all applicable laws (Every Student Succeeds Act (2015); NRS 388E.135)***

- 7 Each school district and DFS must designate a person or team of personnel who is responsible for developing policies and procedures necessary to comply with the law and responsible for communicating information relating to children in foster care.
- 8 The Department of Family Services (DFS) has appointed an Educational Liaison and administrators as its POC. DFS requires its caseworkers to work collaboratively with Rooted School Las Vegas to support children in foster care in school.
- 9 School Districts, schools, and child welfare agencies should identify POCs and work together on any school related issues to help the child succeed in school.



## **9.1 TRACKING OF FOSTER CARE STUDENTS**

### ***Academic plans for middle and high school children in foster care to maximize credits and progress towards graduation (NRS 388.165; NRS 388.205; NRS 389.320; NRS 389.330)***

- The board of trustees of each school district must adopt a policy for each of its middle schools and junior high schools to develop an academic plan for each pupil enrolled in the grade level at which the middle school or junior high school initially enrolls the pupil. The academic plan must set forth the specific educational goals that the pupil intends to achieve before promotion to high school including identifying courses for promotion to high school. The policy must require the plan to be created for the pupil within the initial year the pupil is enrolled in middle school and require that the plan be reviewed at least once a year in consultation with the school counselor.
- The board of trustees of each school district must adopt a policy for each public school to develop an academic plan for a pupil enrolled in ninth grade which includes a procedure to identify a pupil who lives in foster care and to revise and adjust the academic plan for each pupil in foster care to maximize the accrual of credits by the pupil and the progress towards graduation. Credits should be maximized for pupils taking high school courses who are enrolled in middle school/junior high as well.
- Schools/School Districts should create methods for identifying children in foster care in their information systems and ensure academic plans are created, reviewed, and adjusted to maximize credits and allow the pupil to continue to make progress towards graduation.
- Schools/School Districts should invite DFS, EDMs/parents/caregivers to academic planning meetings. Schools can find out who the DFS caseworkers is by looking at t or having their Foster Care Advocate email DFSPecosBusinessCen@ClarkCountyNV.gov and requesting the name of the caseworkers/supervisor of the child.
- Schools/School Districts provide DFS, EDMs/parents/caregivers/CASAs the academic plan when created and requested
- DFS should support Schools/School District in ensuring the identification of children who come into care and provide pertinent information to assist with academic planning
- DFS caseworkers and caregivers/parents/EDMS are encouraged to attend academic planning meetings

### ***Effects of Being in Foster Care Addressed Within Restorative Justice Plans and Mitigated in Disciplinary Procedures (NRS 392.466; NRS 392.467)***

- Restorative justice plans after a child has been removed from school for disciplinary procedures must address the occurrences of the suspension, expulsion or removal of pupils in foster care
- A pupil in foster care who is at least 11 years of age may be suspended or expelled from school only if a determination is made that the behavior that led to the consideration for suspension or expulsion was not caused by being in foster care. It shall be presumed that the behavior was caused by being in foster care unless an advocate for pupils in foster care or the school counselor of the pupil determines that the behavior was not caused by being in foster care.

- Schools/School Districts and DFS should ensure that school district and school administration are aware that this determination must be made before discipline occurs and ensure this determination is made as to possibly mitigate any negative effects of: time out of school; hardships for the child and the family due to the disciplinary procedures; and mental health of the child.

### ***Entitlement to Free and Reduced Meals (FRM) immediately at any school***

- The child must receive meals even if the paperwork to receive meals has not been completed. The child remains eligible for FRM the entire school year even if the child exited care during that year.
- Schools should provide FRM to children in care immediately if needed and provide paperwork to DFS and parents/caregivers to obtain FRM.

## **9.2 DATA VALIDATION**

### ***An educational decision maker (EDM) appointed by the Court to act in the best interest of the child in all educational matters (NRS 432B.462)***

- The courts must appoint an EDM for a child in foster care.
- An EDM may include, without limitation: a parent; a legal guardian; a relative; a foster parent or other provider of substitute care; fictive kin; guardian ad litem/CASA; or another person the court determines is qualified.
- The EDM must: address disciplinary issues; ensure child receives special education services if needed; participate in any education meeting for the child; and participate in educational meetings to include IEPs and special education meetings.
- EDMs have the right to obtain educational records and have access to information a parent of the child is entitled to.
- Information identifying the EDM will be provided to schools and should be inputted into school records.
- Schools should ensure the EDM is invited to all meetings and included in the decision-making for the child along with caregiver, Court Appointed Special Advocates (CASA), CAP attorney.

### ***Information Sharing among School Districts/Schools, DFS, parents/caregivers/EDMs to ensure the child is safe and succeeding educationally (Uninterrupted Scholars Act (2013); NRS Chapter 388E; NRS Chapter 432B)***

- School campuses without parental consent as long as DFS provides proof of identification so that DFS may fulfill its legal requirements to keep children safe and support them in school.
- Proof of identity will be provided by wearing/emailing/faxing a DFS Badge, providing a Letter of Authorization and/or other official documentation from DFS. CASAs with appropriate documentation such as a Placement Custody Notification Letter or a Court Order.
- Schools should invite DFS caseworkers to school meetings. Schools can find out who the DFS caseworker is by or having their Foster Care Advocate email.

- DFS Pecos Business Cen@ClarkCountyNV.gov and requesting the name of the caseworkers/supervisor of the child.
- DFS caseworkers are encouraged to attend school meetings regarding the following subjects: behavior/discipline; special education evaluation/IEPs/504s; and academic planning.
- DFS should respond to inquiries and information requested by school staff to support children in care

***The right to stay at the current school (School of Origin) or move to a new school upon moving placements or entering into foster care (ESSA 2015; NRS 388E.105; NRS 388E.125; NRS 388E.135)***

- The child entering foster care or moving placements while in foster care may remain at the School of Origin (current school the child is attending) even if the child moves out of the attendance boundary if it is in their best interest to stay at their School of Origin
- The legal presumption is that the child should stay at the School of Origin for educational stability unless it is in the best interest to attend a new school
- DFS makes the school determination using information from the school such as significant relationships
- If the determination is for the child to stay at the School of Origin, reasonable transportation must be provided by the school district and child welfare agency
- If the school determination is to enroll the child in a new school, the child must be immediately enrolled in and attend the new school pending any needed paperwork
- The child can attend the School of Origin throughout the entire school year even if the child exits foster care Schools should allow children in care to remain at their schools unless/until they are informed otherwise by DFS Schools should provide educational records and information to DFS when requested in a timely manner DFS should inform schools/school districts when a child enters care and if a child is staying at the School of Origin DFS, schools/school districts, and parents/caregivers should work together to coordinate transportation to the School of Origin
- Immediate enrollment and attendance at school even if required documentation is not provided at the time of enrollment (ESSA 2015)
- A child entering into or already in foster care must be immediately enrolled in school, even if the caregiver/DFS staff is unable to produce required records for enrollment
- Schools must let the child attend school while paperwork is being completed
- School Districts/Schools should provide directions and needed paperwork to DFS to help with getting records DFS should work with EDMs/parents/caregivers to ensure the child is enrolled and going to school.

Schools and DFS staff/EDMs/parents/caregivers should work together to obtain necessary documents for enrollment while the child attends school

## 10 TRANSPORTATION

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Transportation procedures are determined according to current the Memorandum of Understanding (MOU)/Interlocal agreements with the local family services agencies in the state of Nevada.

In addition to ESSA and Fostering Connections, NRS Chapters 388 and 388E provides guidance on addressing school transportation in the rural school districts. The SPCSA, each Participating School and the local family service agency will regularly monitor compliance with ESSA, the Fostering Connections Act, state law and this Memorandum of Understanding.

**General:** When a child's foster home placement is outside of the boundary of his/her school of origin, the local family service agency conduct a Best Interest Determination in accordance with NRS 388E.105. the local family service agency will notify the SPCSA of its decision. The SPCSA will in turn notify the relevant Participating School, within one school day. If it is determined that remaining in the school of origin is in the student's best interest, the SPCSA, relevant Participating School and the local family service agency will collaborate under this understanding to establish the most cost-effective method of transportation available for the student within five (5) school days after the best interest determination is made. While the student's transportation plan is being finalized, the local family service agency, the SPCSA, and the Participating School will immediately identify and provide temporary transportation for the child to ensure that there is no interruption or disruption in the child's educational programming.

**No- or Low-Cost Options:** The Participating School will examine existing transportation options available to the student, including incorporating the student into an existing bus route, modifying an existing bus route, and other no-cost or low-cost options. Transportation will be provided by the Participating School if a no-cost solution is available.

**Additional Costs:** Participating Schools must continue to pay what they would otherwise normally spend to transport a child to school. Only "additional costs" necessary to transport the child to the school of origin can be the subject of a funding agreement or dispute with the responsible child welfare agency. Moreover, if the Participating School in which the school of origin is located can arrange or provide transportation at no or minimal cost, that Participating School shall arrange, fund, and provide that transportation. Examples include adding an additional stop to an existing bus route.

**Funding for Additional Costs of School Stability Transportation:** the local family service agency can use Title IV-E funds as appropriate. Participating School's written transportation plans must describe how school stability transportation will be ensured in the event of a dispute over which agency or agencies will pay any additional costs incurred and which agency or agencies will initially pay the additional costs so transportation is provided promptly during pendency of the dispute.

**Other Cost/Funding:** When other options are exhausted and transportation will require "additional costs," the following will be considered:

- The Participating School and the local family service agency will assess whether the child's transportation costs may be covered by other state or local funds.
- The local family service agency will assess whether resources are available for the foster care provider to provide transportation to a bus stop on the Participating School's existing bus route; or contract with a private entity such as a transportation service.
- The Participating School and the local family service agency are jointly responsible for the additional costs of school stability transportation, unless the local family service agency and the Participating School mutually agree otherwise.

**Shared Transportation Funding Agreement:** Pursuant to ESSA, the local family service agency can utilize Title IV-E funds as available and appropriate for the partial reimbursement of the Participating School's transportation expenses to

maintain foster students in their out of zone enrollments. Title IV-E funds may be available to cover out of zone transportation costs for foster children who meet Title IV-E eligibility criteria. The Federal funds requested may be for 50% of the “**additional costs**” as submitted by the Participating School. The offsetting 50% must be "matching" funds in the Participating School budget that are not federal funds or utilized as matching funds for any other funding source. Due Dates: Invoice for the cost of, and back up for, out of zone transportation services for children in foster care needs to be received no later than the 15th of the month following the end of the service quarter being billed. The Interlocal to be reimbursed quarterly shall be based on actual costs reported monthly by the Participating School to the local family service agency and corresponding funds received by the local family service agency. the local family service agency shall absorb all administrative costs incurred through the processing of Title IV-E reimbursements to the Participating School.

**Transportation Funding Dispute Resolution:** If any dispute arises between the local family service agency and the Participating School related to the transportation of the child in foster care to the school of origin, the local family service agency and the Participating School shall first notify the SPCSA. The SPCSA will work to facilitate a solution to the Dispute. If the dispute is not resolved within 5 business days, matter should be submitted to the juvenile or family court with jurisdiction over the child for a resolution by court order within 5 business days. During any dispute between the local family service agency and the Participating School regarding transportation, the local family service agency and the Participating School must provide the child with transportation to the school of origin until the dispute is resolved.

**Duration of Transportation:**

1. Transportation will be provided for the duration of the child’s time in foster care if it continues to be in the child’s best interest. A redetermination that it remains in the youth’s best interest to remain in their school of origin at the start of a new school year may be conducted collaboratively by the SPCSA, the relevant Participating School, the local family service agency and any other relevant parties.
2. If a child is released from child welfare custody before the end of a school year, the local family service agency loses the authority to access child welfare funds, therefore loses the ability to continue to pay the costs of a non-custody child’s transportation once released into their parents or legal guardian’s care.
3. If a child is released from child welfare custody, the child’s parents or legal guardian have the responsibility and authority to make the child’s education decisions, including educational stability.

## 11 FOSTER CARE LIAISON

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Every school is required to have a Foster Care Liaison. It is the job of the Liaison to ensure that foster care students have the same opportunities as all other students, which includes ensuring that foster care students are able to attend school, arranging for transportation in a timely manner, keeping the school staff informed of the rights of foster care students, communicating with the parents/guardians of foster children and youth, and communicating with the local family services agency.

The foster care liaison may communicate and provide information through a variety of methods including but not limited to:

- Email.
- Phone.
- Professional Development for school staff.
- Informational materials such as flyers and posters regarding the rights of foster care students.
- Distribution of internet-based resources regarding foster care matters.

The foster care liaison at our school is:

Julia Qi  
 7023502273  
 julia.qi@rootedschoolcc.org

## 12 EDUCATIONAL RECORDS AND CONFIDENTIALITY

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The policies for sharing educational records and confidentiality for students in foster care determined according to current the Memorandum of Understanding (MOU)/Interlocal agreements with the local family services agencies in the state of Nevada.

In January 2013, Family Educational Rights and Privacy Act (FERPA) was amended in the U.S. Department of Education through the enactment of the Federal Uninterrupted Scholars Act (USA). The USA made key revisions to FERPA that permits educational agencies to disclose a student’s education records, without parental consent, to a caseworker or other representatives of child welfare agencies.

### 12.1 LOCAL FAMILY SERVICE AGENCY REQUEST OF EDUCATION RECORDS:

The local family service agency caseworker requesting the records will provide a badge identifying the caseworker as a local family service agency employee and proof of custody of the student with the one of the following:

- A written notification on the local family service agency letterhead indicating that the agency has legal custody or is otherwise legally responsible for the care and protection of the child or
- A court order.

### 12.2 LOCAL FAMILY SERVICE AGENCY USE OF EDUCATIONAL RECORDS:

The manner in which the local family service agency may use a child’s education records, including, without limitation, electronic education records maintained by the school and/or Participating School:

- To ensure the child’s education needs are met.
- Effectively implement a child’s case plan.
- Maintain the child’s educational stability.
- Provide services to address a student’s educational needs.
- Monitor a child’s educational outcomes and promote success.

### 12.3 STUDENT CONFIDENTIALITY

Consistent with the MOU/Interlocal and with state and federal law, the SPCSA, each Participating School and the local family service agency shall protect confidential information from re-disclosure unless specifically authorized by state or federal law. The SPCSA, each Participating School and the local family service agency shall report any unauthorized releases of exchanged data to the other party and cooperate in taking appropriate corrective action.

The local family service agency, the SPCSA and each Participating School acknowledge that each entity has a legal obligation to maintain the confidentiality and privacy of student records and information identifying a student or child being in foster care. Parties agree to maintain compliance with the Uninterrupted Scholars Act, FERPA and with any other federal and state laws protecting the rights of children who are in the protective custody of a child welfare agency. the local family service agency, the SPCSA and each Participating School agree to safeguard all such information.

## 12.4 DESIGNATION OF THE LOCAL FAMILY SERVICE AGENCY AS SCHOOL OFFICIAL

In accordance with the Family Education Rights and Privacy Act (FERPA) ([20 U.S.C. §1232g and 34 C.F.R Part 99](#)), the Participating School shall designate the local family service agency as a School Official.

## 13 FULL OR PARTIAL CREDIT REQUIREMENTS

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Nevada's [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional provisions for homeless, unaccompanied, and foster care pupils that are codified in [Nevada Revised Statute \(NRS\) 388.205](#), [NRS388A.489](#), and [NRS389.320](#).

Per this legislation, schools may not deny homeless students or unaccompanied youth credit for a course due to attendance. Regardless of the number of hours of classroom instruction, students should still receive credit for the coursework that has been satisfactorily completed. Evidence that may be considered in determining how much credit should be awarded for the coursework may include:

- (a) Demonstration of competency by a pupil;
- (b) Performance by a pupil on an examination;
- (c) Successful completion of a program of independent study, or any part of such a program, by the pupil;
- (d) Full or partial credit for coursework completed by a pupil at an accredited public or private school located within or outside of this State that is sought to be transferred;
- (e) Full or partial credit for coursework completed by a pupil at a summer school conducted by an accredited public or private school or institution of higher learning located within or outside of this State that is sought to be transferred;
- (f) Completion by a pupil of a correspondence or distance education course provided by a high school which is nationally accredited or by an entity which appears on the list published by the Department pursuant to NRS 388.834;
- (g) Completion of an apprenticeship program by a pupil;
- (h) Completion of a program by a pupil at a trade or vocational school which is accredited;
- (i) Work experience of a pupil;
- (j) Community service performed by a pupil; and
- (k) Any other evidence or method which is determined to be appropriate by the board of trustees of a school district or sponsor of a charter school, as applicable, and approved by the Department.

Additionally, A pupil who receives partial credit for coursework or a course of study pursuant to subsection 1 or 2 must be allowed to appropriately combine the partial credit, including, without limitation, for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

## 14 REFERENCES

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Additional reference materials have all been linked in within the text of this manual, and will be listed in "Appendix A: Links" of this manual.

## 15 APPENDIX A: LINKS

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A variety of links have been provided throughout this manual and are listed below in the order that they appear in this manual:

- AB491 of 2017:
  - <https://www.leg.state.nv.us/Session/79th2017/Bills/AB/AB491.pdf>
- NRS Chapter 388E:
  - <https://www.leg.state.nv.us/nrs/NRS-388E.html>
- ESSA:
  - <https://www.law.cornell.edu/uscode/text/20/6311>
- NRS Chapter 385:
  - <https://www.leg.state.nv.us/nrs/nrs-385.html>
- NRS Chapter 388:
  - <https://www.leg.state.nv.us/nrs/nrs-388.html>
- NRS Chapter 388A:
  - <https://www.leg.state.nv.us/nrs/NRS-388A.html>
- NRS Chapter 388E:
  - <https://www.leg.state.nv.us/nrs/NRS-388E.html>
- SB147 of 2019:
  - [https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB147\\_EN.pdf](https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB147_EN.pdf)
- FERPA:
  - 20 U.S.C. § 1232g: <https://www.law.cornell.edu/uscode/text/20/1232g>
  - 34 CFR Part 99: <https://www.ecfr.gov/current/title-34/subtitle-A/part-99?toc=1>
- NRS Chapter 388E:
  - <https://www.leg.state.nv.us/nrs/NRS-388E.html>
- General information about FERPA:
  - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- NAC 432B.017
  - <https://www.leg.state.nv.us/nac/NAC-432B.html#NAC432BSec017>



# Coversheet

## Infinite Campus Agreement

**Section:** IV. Infinite Campus Agreement  
**Item:** A. Infinite Campus Agreement  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
Rooted School Las Vegas, NV SIS, Mess, Data Validation, PP, YES (2).pdf

# INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement (“**Agreement**”) is made between **Infinite Campus, Inc**, a Minnesota corporation located at 4321 109<sup>th</sup> Avenue NE, Blaine, MN 55449-6794 (“**Company**”) and:

(“**Licensee**”)

Name: Rooted School Las Vegas  
Address: 1780 Betty Lane Las Vegas, NV 89156

## RECITALS

- A. Licensee finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and
- B. Licensee finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Licensee's business.
- C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the “**Infinite Campus Additional Products**”). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the “**Infinite Campus Products**”;
- D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the “**Infinite Campus Services**”);
- E. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

### 1.0 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Licensee with Infinite Campus Services according to the fees described in the Order and Pricing Schedule.

### 2.0 Agreement Term and Termination

#### 2.1 Agreement Term

The term of this Agreement (the “Term”) shall begin on the Effective Date of this Agreement, and remain in effect until completed or terminated pursuant to Section 2.2

#### 2.2 Agreement Termination

This Agreement may be terminated as follows:

- 2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 2.2.b either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure.

#### 2.3 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

#### 2.4 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

### 3.0 Payment Terms

Version: 2021-07-01

Page 1 of 5

### 3.1 Payment Terms

Licensee shall pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the service fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee shall pay third-party fees directly to the specified third party.

- a) SIS implementation services, if any, will be invoiced immediately after the Effective Date.
- b) Travel expenses and premium product implementation services, if any, will be invoiced monthly as expenses or services are incurred.
- c) All invoices are Net 30. Any amount owing by the Licensee to Infinite Campus hereunder which is not paid by the Licensee on its due date shall bear an additional one and a half percent (1.5%) interest per month, or the maximum amount allowed by law, whichever is lower.

### 3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

### 3.3 Travel Expenses

Licensee agrees to pay Company for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Company's performance of its duties under this Agreement, as applicable. Such expenses shall be incurred in accordance with the Business Expense Policy attached hereto.

## 4.0 **Limitations of Liability**

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

## 5.0 **General Terms and Conditions**

### 5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will not be obscene, child pornographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

### 5.2 Assignment

Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

### 5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in

Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

5.4 Amendments; Waiver

This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

5.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

5.6 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

5.7 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company’s and Licensee’s agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties

Infinite Campus, Inc.	Rooted School Las Vegas
Sales Contracts Management	Jose Silva
4321 109 <sup>th</sup> Ave NE	1780 Betty Lane
Blaine, MN 55449-6794	NV, 89156

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

5.10 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children’s Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission’s website at <http://www.ftc.gov>.

5.10.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to “education records” under this Agreement, it is deemed a “school official,” as each of these terms are defined under FERPA. Company shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

5.10.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing, if it is allowed to do so. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

5.10.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee’s discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party’s unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

5.10.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with Section 6.3.b of the End User License Agreement. Company shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

**IN WITNESS WHEREOF**, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

**Infinite Campus, Inc.**

**Licensee**

By: Stephanie Svoboda  
Stephanie Svoboda (Mar 14, 2023 16:56 CDT)

By: Jose Silva

Name: Stephanie Svoboda

Name: Jose Silva

Its: Authorized Signer

Its: Executive Director

Date: Mar 14, 2023

Date: Mar 15, 2023

# Attachment 1

## POLICY 314

### BUSINESS EXPENSE POLICY

#### POLICY:

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Infinite Campus to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

#### Auto Expenses:

The company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

#### Guidelines:

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimbursement for miles driven.

#### Travel Expenses:

The company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

#### Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the company will not reimburse business- or first-class tickets or upgrades.

#### Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

#### Meals and Incidentals (M&IE)

The employee will be reimbursed for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)

M&IE amounts are calculated on a "per trip" basis. As an example, an employee traveling for three days to a location with a \$44 M&IE rate would have an amount of \$132 for the trip (\$44\*3). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m., and is completed after 7:00 p.m. Partial days will be reimbursed using the GSA Meals and Incidental Expense (M&IE) Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.



More than a Student Information System

# Order and Pricing Schedule for Rooted School Las Vegas -

<b>Prepared For</b>	<b>Prepared By</b>	<b>Prepared On</b>	<b>Service Start Date</b>
Rooted School Las Vegas	Stephanie Svoboda stephanie.svoboda@infinitecampus.com	March 9, 2023	July 1, 2023
			<b>Initial Term</b>
			12 Months

Campus SIS Licensing, Support and Hosting				
Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
SIS	180	\$4.00 Annual Per Student	\$720.00	\$720.00
Credit - State Pricing Credit Paid 1 by NSPCSA - SIS		(\$1,206.00) Annual Fixed	(\$1,206.00)	(\$1,206.00)
SIS Hosting - Campus Cloud Choice	180	\$1.50 Annual Per Student	\$270.00	\$270.00
SIS Support	180	\$1.20 Annual Per Student	\$216.00	\$216.00
Credit - Direct Charter Support - 1 Direct Charter Support		\$2,606.80 Annual Fixed	\$2,606.80	\$2,606.80
<b>TOTAL CAMPUS SIS LICENSING, SUPPORT AND HOSTING</b>			<b>\$2,606.80</b>	<b>\$2,606.80</b>

<b>Premium Products Licensing and Support</b>				
<b>Item</b>	<b>Quantity</b>	<b>Net Price</b>	<b>Initial Term Prorated Price</b>	<b>Annual Recurring Fees</b>
Campus Passport	1	\$1,000.00 Annual Fixed	\$1,000.00	\$1,000.00
Data Change Tracker	180	\$0.10 Per Student	\$18.00	\$18.00
Messenger	180	\$0.73 Annual Per Student	\$131.40	\$131.40
Messenger Support	180	\$0.21 Annual Per Student	\$37.80	\$37.80
Credit - Paid by NSPCSA - Premium Product State Pricing Credit	1	(\$532.20) Annual Fixed	(\$532.20)	(\$532.20)
Telecom Fee	1	\$345.00 Annual Fixed	\$345.00	\$345.00
Yearly Event Series (YES)	1	\$1,650.00 Annual Fixed	\$1,650.00	\$1,650.00
Campus Passport Discount - Yearly Event Series (YES)	1	(\$400.00) Annual Fixed	(\$400.00)	(\$400.00)
YES Year 1 New Customer Credit - Yearly Event Series (YES)	1	(\$1,250.00) One-Time	(\$1,250.00)	\$0.00
<b>TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT</b>			<b>\$1,000.00</b>	<b>\$2,268.00</b>



Implementation Services			
Item	Quantity	Unit	Net Total Price
Data Validations Service	1	One-Time	\$500.00
Messenger - Remote Dial-In	1	One-Time	\$500.00
Messenger - SMS	1	One-Time	\$500.00
Messenger Implementation	1	One-Time	\$0.00
SIS Implementation	1	One-Time	\$21,600.00
<b>TOTAL IMPLEMENTATION SERVICES</b>			<b>\$23,100.00</b>

INFINITE CAMPUS TOTALS	
<b>Initial Term Total:</b>	\$26,706.80
<b>Annual Recurring Total:</b>	\$4,874.80

By: *Jose Silva*  
 Name: Jose Silva  
 Title: Executive Director  
 Date: Mar 15, 2023      Mar 15, 2023