SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD
Regular Meeting
Monday, November 2, 2020
Public Session – 12:00 p.m.
Via ZOOM – Meeting ID: 948 8177 4678
*There will be no physical location for this meeting due to COVID-19 and Governor Newsom’s Executive Order N-29-20 regarding Shelter in Place.

PUBLIC – Should you wish to attend the SBCSELPA JPA Board Meeting via Zoom please contact Lindsay MacDonald, SBCSELPA Executive Secretary, by Monday, November 2, 2020 at 11:00 a.m. to request Zoom Meeting Information and Login. Lindsay MacDonald can be contact via email, lmacdonald@sbceo.org, or by calling the SBCSELPA Office at (805) 683-1424.

Agenda

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or need this agenda provided in a disability-related alternative format, please contact the SBCSELPA Office at 683-1424. Prompt notification will assist the SBCSELPA to make suitable arrangements.

PUBLIC COMMENTS ARE WELCOME

The Santa Barbara County SELPA JPA Board will receive public comments about items appearing on today's agenda, as well as other matters within the subject matter jurisdiction of the Board. All such comments will be received during the Public Comments section of the agenda. Individuals who address the Board are limited to three (3) minutes to speak on any item and a total of 10 minutes on all items for their presentation. The Board may limit the total time for all public comment to 30 minutes. Persons needing additional time are requested to submit the information in writing.

For comments concerning matters not on the agenda, open meeting laws and fairness to other residents who may have an interest in your topic prohibit the Board from taking action or engaging in extended discussion of your concerns. The Board may direct staff to meet at a later date with speakers who have specific concerns or needs. The Board may also direct that an issue be placed on a future agenda for discussion and consideration. This permits the Board and staff members to prepare and receive necessary information and for the public to be aware that a topic is being formally considered. We appreciate your cooperation.

Due to COVID-19 and Governor Newsom’s Executive Order N-29-20 this meeting is being held virtually, with no physical location. Forms are available from the Board’s secretary for requests to address the Board. Should you wish to address the Board during this virtual meeting please email Lindsay MacDonald, lamacdonald@sbceo.org, to request a form. Persons wishing to make public comments are requested to complete the appropriate form and return it to the Board Secretary via email.

I. PUBLIC SESSION
A. Call to Order
B. Roll Call
C. Flag Salute
D. Welcome Guests
E. SBCSELPA Executive Director’s Report

II. PUBLIC COMMENTS
Please refer to information above regarding public comment guidelines.
III. **APPROVAL OF ADDITIONAL EMERGENCY ITEMS** (Government Code Section 54954.3(b)(2))

IV. **APPROVAL OF ACTION AGENDA**

   It is recommended that the JPA Board take action to approve the action agenda as presented/amended.

   Motion:__________  
   Second:__________  
   In Favor:__________  
   Opposed:__________  
   Abstained:__________

V. **CONSENT AGENDA ITEMS**

   A. Minutes of August 31, 2020 Regular Meeting  
      REF: V-A

   B. Ratification of Payment of Claims  
      REF: V-B

   C. 2020-21 Nonpublic Agency (NPA) Master Contract Rates  
      REF: V-C
      1. Exhibit A Rates Sheet: Mariposas Project/MP Health

   It is recommended that Consent Agenda Items A through C be approved as presented.

   Motion:__________  
   Second:__________  
   In Favor:__________  
   Opposed:__________  
   Abstained:__________

VI. **PRESENTATION**

   A. SBCSELPA General Overview, Presenter Ray Avila  
      REF: VI-A

VII. **ITEMS SCHEDULED FOR ACTION/CONSIDERATION**

   A. SBCSELPA New Office Lease for Building 7 and Update  
      REF: VII-A
      1. Lease Termination Agreement for Building 5
      2. Net, Net, Net Lease for Building 7
      3. Rent Comparison for Building 5 vs. 7

   It is recommended that the JPA Board approve the SBCSELPA New Office Lease for Building 7 as presented.

   Motion:__________  
   Second:__________  
   In Favor:__________  
   Opposed:__________  
   Abstained:__________

   B. Deferrals to Regional Program Operators  
      REF: VII-B
      1. FY 20-21 Deferrals to 21-22 (arrows)
      2. Summary of PAYGO Expenditures for SBCEO Reg Programs in 19-20
      3. Plan A: All Expenditures Deferred by Same Rate
      4. Plan B: Recommended by SEAMBO Group

   It is recommended that the JPA Board approve that the Regional Program expenses not be deferred in FY 20-21 as presented.

   Motion:__________  
   Second:__________  
   In Favor:__________  
   Opposed:__________  
   Abstained:__________
VIII. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION
    A. Approval of Fiscal Year 2020-21 Adopted Budget with Analysis and Recommendations
       REF: VIII-A
    B. CDE Approval of SBCSELPA 2020-2021 Local Plan Revision
       REF: VIII-C
    C. Procedural Handbook, Section 2, Assessment, Revision (First Reading)
       1. Revisions to Assistive Technology (AT) / Augmentative and Alternative Communication (AAC) Assessment Guidelines
       2. Guide for Consideration of Assistive Technology
       3. Assistive Technology for Access to Curriculum Assessment Referral Form
       REF: VIII-C
    D. Tri-Counties Regional Center (TCRC)/SBCSELPA, Part C Interagency Agreement Annual Review
       1. Signed Letter of Review
       REF: VIII-D
    E. SBCSELPA Professional Development
       1. Update on PD provided by SBCSELPA from August to October 2020
       REF: VIII-E
    F. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances
       REF: VIII-F
    G. SBCSELPA Legal Fees Year-to-Date Reserve
       REF: VIII-G
    H. Nonpublic School (NPS) Year-to-Date Placement Expenditures
       REF: VIII-H

IX. MISCELLANEOUS AGENDA ITEMS
    A. Items Proposed for Future Action or Discussion
    B. Next Scheduled JPA Board Meeting: Date: December 7, 2020
       Time: 12:00 p.m.
       Location: Via Zoom due to COVID-19

X. PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEMS
    Please refer to information at beginning of agenda regarding public comment guidelines.

XI. CLOSED SESSION:
    A. C. Camenzind v. Goleta Union School District & SBCSELPA / OAH Case No. 2020080639

XII. RECONVENE TO PUBLIC SESSION: Report of action taken in Closed Session, as appropriate.

XIII. ADJOURNMENT
SBCSELPA EXECUTIVE DIRECTOR’S REPORT TO JPA BOARD

November 2, 2020

1) Due Process/Dispute Updates County-Wide-
   Eight Due Process filings in progress and no CDE investigations.

2) Non Public School (NPS) Placement Update-
   We have a total of (7) SBCSELPA funded NPS placements and no district funded placements.

3) Legislative and Budgetary Information-
   The following are bills our Governor signed recently that relate to education in general:

   **Bills Signed by the Governor**
   
   **Assembly Bill (AB) 685 (Chapter 84/2020)—Imminent Hazard to Employees: Exposure: Notification: Serious Violations**
   This bill requires employers to provide written notice and instructions to employees who may have been exposed to COVID-19 at their worksite and enhances Cal/OSHA’s ability to enforce health and safety standards to prevent workplace exposure to and spread of COVID-19 (see “Governor Newsom Signs Workers’ Compensation and Family Leave Bills into Law” in the September 2020 Fiscal Report).

   **AB 908 (Chapter 64, Statutes of 2020)—Pupils: Extracurricular Activities: Work Permits**
   This bill authorizes a school district to extend a student’s probationary period to demonstrate satisfactory progress through the conclusion of the 2020–21 school year for purposes of extracurricular and cocurricular activities; authorizes documentation required for purposes of student work permits to be submitted electronically during an extended school closure; and prohibits a work permit from being denied based on a student’s grades, grade point average, or school attendance when the student’s school has been physically closed for an extended time.

   **AB 1350 (Chapter 66/2020)—Retroactive Grant of High School Diplomas: COVID-19 Crisis**
   This bill authorizes a local educational agency to retroactively grant a high school diploma to a senior in high school during the 2019–20 school year that was in good academic standing, and on track to graduate, but was unable to complete the statewide graduation requirements because of COVID-19.

   **Senate Bill (SB) 115 (Chapter 40, Statutes of 2020)—Budget Act of 2019: Budget Act of 2020**
   This is a budget bill that appropriates $4.6 million in federal funds for Preschool Development Block Grant activities, provides $388,000 in reimbursement authority to the California Department of Education to support the program activities, and appropriates $2.5 million in one-time General Fund and $8.6 million in one-time federal Child Care and Development Block Grant funds to cover an extension of family fee waivers through August 31, 2020.

   **SB 820 (Chapter 110/220)—Education Finance**
   This is the budget cleanup bill for education, which makes a number of technical changes to the education provisions in the 2020–21 State Budget.
SB 860 (Chapter 231/2020)—Foster Youth Services Coordinating Program: Postsecondary Education Financial Aid Applications

This bill requires each county office of education Foster Youth Services Coordinating Program to ensure the students they serve in foster care fill out the forms necessary to receive financial aid for college.

SB 1159 (Chapter 85/2020)—Workers’ Compensation: COVID-19: Critical Workers

This bill establishes a disputable presumption that an employee who becomes ill from COVID-19 contracted the virus at their workplace and is thus eligible for worker’s compensation.

SB 1383 (Chapter 86/2020)—Unlawful Employment Practice: California Family Rights Act

This bill expands the California Family Rights Act to allow employees to use unpaid job protected leave to care for a domestic partner, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition and reduces the employer threshold for this leave from 50 to 5 employees.

4) State SELPA Association -

The State SELPA Association had representatives from the “Mindful Leaders Project” present to all SELPA Directors at the October State SELPA meeting. (SEE Attached Presentation, REF: I-E.1). The topic of this presentation was on “unconscious bias within our working professions”. This information was shared and discussed with our Special Education Directors throughout SB County.

5) CDE COMPLIANCE Updates-

20-21 Monitoring:

CDE is planning to do more "virtual" monitoring in the next school year. This will limit the amount of travel that is done, except for that which is legally mandated. There will be more information forthcoming.

Special Education Plans (SEP):

There are 19 LEA’s in SB County identified for this compliance monitoring. These LEA’s are currently creating a SEP team to address elements identified by CDE and are completing the SEP template provided by CDE. This template is due to SBCSELPA by November 6, 2020 for review. Once approved, SBCSELPA will submit to CDE for final approval.

Significant Disproportionality (SIG DIS):

There are two LEA’s in SB County identified for this compliance monitoring (SBUSD and SMUHSD). Both LEA’s have developed “stakeholder” teams to communicate and collaborate with a contracted consultant, a Focused Monitoring Technical Assistant (FMTA) from CDE, and SBCSELPA. Each LEA must set aside 15% of their Federal Funds for Special Education for the purpose of implementing the work over the next several months. The initial plan for SIG DIS is due to CDE by December 15, 2020.
What is Unconscious Bias?

Unconscious (or implicit) biases are based on learned stereotypes that are unintentional and deeply ingrained below one's level of awareness. These automatic actions and reactions are far more prevalent than conscious prejudice and often incompatible with one's conscious values.
What Makes Unconscious Bias Damaging in Schools? (Porges, 2016)

Neuroception: The autonomic nervous system’s continuous assessment of the relative safety or danger of any given moment or situation and subsequent liberation or limitation on “behavioral repertoire” based on that assessment.
Role of the Mind in Changing Behavior

(Levine, 2010)

“To create lasting change in human behavior, we must address the body-unconscious.”

Healing Racial Trauma Through the Body

(Menakem, 2017)

“Few skills are more essential than the ability to settle your body. If you can settle your body, you are more likely to be calm, alert, and fully present, no matter what is going on around you. Bring a large group of settled bodies together and you have a potential movement- and a potential force for tremendous good in the world.”
Activating the Social Engagement System to Handle Difficult Conversations about Equity and Bias

“The vagus nerve is the unifying organ of the entire nervous system. It is a highly complex and extraordinarily sensitive organ that communicates through vibes and sensations. This communication occurs not only between different parts of the body, but also from one person to another.”

(Menakem, 2017)

Benefits of Mind-Body Practices
(Brown and Gerbarg, 2012)

Research shows that breathing practices can activate the parasympathetic system/vagus nerve, which is involved with the release of oxytocin and acetylcholine, essential hormones for bonding in humans and other mammals. Over time, these practices increase human capacity for empathy and compassion, leading to a decrease in unconscious bias.
Using the “Body-Mind” connection to uproot unconscious bias:

1. Notice the energy impacting your body.
2. Name the feeling and call it out.
3. Tame the feeling by shifting your energy.

Steps for Using the “Body-Mind” to Uproot Unconscious Bias and Racialized Trauma

Set an intention to tame a specific unconscious bias or racialized trauma. Then:

1. **Discharge** stuck energy through movement.
2. **Circulate** vital energy through breathing practices.
3. **Consolidate** healing energy through mindfulness, prayer, or meditation.
4. **Integrate** transformed energy through journaling or verbal reflection.
Let’s Practice!

**Disperse:**
Tapping Energy Points

**Circulate:**
Coherent Breathing

**Consolidate:**
Body Scan

**Integrate:**
Reflection

“Between stimulus and response there is a space. In that space is our power to choose our response. In our response lies our growth and our freedom.”

-Victor Frankl
Thank you for your time and participation.
I hope you will say yes to becoming a Mindful Leader!

Niki Elliott, Ph.D.
President, Mindful Leaders Project

Clinical Professor of Education
LaFetra College of Education
University of La Verne

Instagram: iam_dr.niki
Twitter: @DrNikiElliott
FB: Dr. Niki Elliott

https://mindful-leaders.org
SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA 
JOINT POWERS AGENCY BOARD 
MINUTES OF AUGUST 31, 2020 REGULAR MEETING 
Due to the COVID-19 Crisis this meeting was held via Zoom 
12:00 p.m. 

*There will be no physical location for this meeting due to COVID-19 and Governor Newsom’s Executive Order N-29-20 regarding Shelter in Place.*

I. PUBLIC SESSION 
   A. Call to Order 
   The regular meeting of the Santa Barbara County Special Education Local Plan Area (SBCSELPA) Joint Powers Agency Board was called to order by Anne Hubbard at 12:01 p.m. via Zoom (Meeting ID: 924-8245-1106). 

   B. Roll Call 
   Lindsay MacDonald took membership roll call. 

   Members Present: Amy Alzina, Clerk 
   Antonio Garcia 
   Randy Haggard, Vice-Chair 
   Anne Hubbard, Chairperson 
   Trevor McDonald 
   Hilda Maldonado 
   Luis Ontiveros 
   Susan Salcido 

   Members Absent: None 

   Others Present: Ray Avila, SBCSELPA Executive Director and Secretary to the Board, 
   and other SBCSELPA staff: 
   Lindsay MacDonald, SBCSELPA Executive Secretary 
   Jennifer Connolly, SBCSELPA Coordinator 
   Kim Hernandez, SBCSELPA Business Official 
   Margaret Slater, SBCSELPA Office Manager 
   Kirsten Escobedo, Asst. Supt. of Special Education, SBCEO 
   Claudia Echavarria, Director of Special Education, SYVC 
   Beverly Sherman, Coordinator of Special Education, SYVC 

   C. Flag Salute 
   Anne Hubbard led the assembly in the Pledge of Allegiance. 

   D. Welcome Guests 
   There were no guests.
E. **Election and Oath of Office for New Vice-Chairperson**
   Randall Haggard took the Oath of Office and will now act as the JPA Board’s new Vice-Chairperson.

F. **Election and Oath of Office for New Board Members**
   Hilda Maldonado and Luke Ontiveros each took the oath of office as new JPA Board members.

G. **SBCSELPA Executive Director’s Report**
   Ray Avila thanked Susan Salcido for allowing the Santa Barbara County SELPA to join her weekly Superintendents’ meetings. He highlighted a presentation put on by a legal panel and brought the board members’ attention to the item included in their JPA Board materials for their review and indicated that it included a recap of the last few months.

II. **PUBLIC COMMENTS**
   There were no public comments.

III. **APPROVAL OF ADDITIONAL EMERGENCY ITEMS**
   There were no additional emergency items presented.

IV. **APPROVAL OF ACTION AGENDA**
   **Recommendation:** The JPA Board approve the Action Agenda as presented.

   **Motion to Approve:** Susan Salcido  **Second:** Luke Ontiveros

   **Vote:** 8 – 0 The motion passed with JPA Board Members Amy Alzina, Antonio Garcia, Randy Haggard, Anne Hubbard, Trevor McDonald, Hilda Maldonado, Luke Ontiveros and Susan Salcido voting in favor; none opposed.

V. **CONSENT AGENDA**
   The JPA Board took action on Items A - H:

   **A. Minutes of June 1, 2020 Regular Meeting**

   **B. Ratification of Payment of Claims:** 01-613641-01-613645, 01-614892-01-614912, 01-615399-01-615411, 01-616172-01-616187, 01-616911-01-616924, 01-617618-01-617625, 01-618444-01-618452, 01-619041-01-619049, 01-619715-01-619731, 01-620425-01-620442, 01-621164-01-621178, 01-621806-01-621823.

   **C. Local Plan Policy 3204, Appendix B, Attachment 1, Recommended Related Services FTE Support for Regional Programs by Program Type, and Appendix B, Attachment 3, Allowable Regional Program Administrative & Classified Clerical Support Charges (percentage to total program Cost) (Second Reading/Approval)**

   **D. Employment Contract for Lisa Foote as SBCSELPA AT/AAC Specialist**

   **E. Nonpublic School (NPS) Individual Service Agreements (ISAs)**

   **F. 2020-2021 Nonpublic School (NPS) Master Contract Rates**

   **G. 2020-2021 Nonpublic Agency (NPA) Master Contract Rates**

   **H. 2020-2021 Legal Services Agreements**

   **Recommendation:** The JPA Board approve Consent Agenda Items A through H as presented.

   **Motion to Approve:** Randall Haggard  **Second:** Susan Salcido

   The Board was satisfied; there were no questions or comments.
V. CONSENT AGENDA (Continued)

Vote: 8 – 0 The motion passed with JPA Board Members Amy Alzina, Antonio Garcia, Randy Haggard, Anne Hubbard, Trevor McDonald, Hilda Maldonado, Luke Ontiveros and Susan Salcido voting in favor; none opposed.

VI. PRESENTATION

A. Ending Fund Balance, Presenter, Kim Hernandez

Kim Hernandez, SBCSELPA Business Official, presented information related to the SBCSELPA’s 2019-2020 Ending Fund Balance. She presented information related to the SBCSELPA’s various reserve accounts and a proposal for allocation of the AB602 and Mental Health Ending Fund Balances.

Hilda Maldonado asked if the allocation of Professional Development funds to providing a Lindamood-Bell workshop would address the needs of EL students. It was suggested that Jennifer Connolly would answer this question during her Professional Development report later in the meeting.

Susan Salcido asked if it would be possible to allocate the reserve accounts for Low Incidence and SIPE to districts. Kim Hernandez noted that the Low Incidence account had very specific restrictions on its use and that the SIPE funds were earmarked to cover the cost of the SELPA-Bration. Ray Avila further commented that the SBCSELPA was holding some of the SIPE funding in reserve to cover any costs that may be incurred in the moving of the SBCSELPA office next spring.

Amy Alzina thanked the SBCSELPA office for offering free professional development this year and commented how helpful this was for small districts.

VII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION


Motion to Approve: Amy Alzina Second: Luke Ontiveros

Vote: 8 – 0 The motion passed with JPA Board Members Amy Alzina, Antonio Garcia, Randy Haggard, Anne Hubbard, Trevor McDonald, Hilda Maldonado, Luke Ontiveros and Susan Salcido voting in favor; none opposed.

Kim Hernandez had covered the recommendation for the allocation of the Ending Fund Balance in her earlier presentation. The Board was satisfied; there were no further questions or comments.

B. Proposed 2020-2021 SBCSELPA JPA Board Meeting Dates

Recommendation: The JPA Board approve the 2020-2021 SBCSELPA JPA Board meeting dates as presented.

Motion to Approve: Randy Haggard Second: Susan Salcido
VII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION (Continued)

Vote: 8 – 0 The motion passed with JPA Board Members Amy Alzina, Antonio Garcia, Randy Haggard, Anne Hubbard, Trevor McDonald, Hilda Maldonado, Luke Ontiveros and Susan Salcido voting in favor; none opposed.

Ray Avila reported that the SBCSELPA has aligned the JPA Board meeting dates with the Santa Barbara County Education Office Superintendents’ meeting dates. The Board was satisfied; there were no further questions or comments.

C. Santa Barbara County Education Office (SBCEO) Regional Program Request for Continued Funding of Additional Instructional Assistance (IA) Support for the 2020-2021 School Year

Recommendation: The JPA Board approve the SBCEO Regional Program request for funding of continued additional IA support for the 2020-2021 school year as presented.

Motion to Approve: Hilda Maldonado  Second: Randy Haggard

Vote: 8 – 0 The motion passed with JPA Board Members Amy Alzina, Antonio Garcia, Randy Haggard, Anne Hubbard, Trevor McDonald, Hilda Maldonado, Luke Ontiveros and Susan Salcido voting in favor; none opposed.

Ray Avila reported that this item has been presented to SEAM and their consensus was to recommend JPA Board approval of this item. Kirsten Escobedo, Asst. Supt. of Special Education, SBCEO, presented the details of this request. The Board was satisfied; there were no further questions or comments.

D. Santa Barbara County Education Office (SBCEO) Regional Program Request for McClelland Office Space for Itinerant Preschool Services

Recommendation: The JPA Board approve the SBCEO Regional Program request for expanded office/therapy space as presented.

Motion to Approve: Randy Haggard  Second: Antonio Garcia

Vote: 8 – 0 The motion passed with JPA Board Members Amy Alzina, Antonio Garcia, Randy Haggard, Anne Hubbard, Trevor McDonald, Hilda Maldonado, Luke Ontiveros and Susan Salcido voting in favor; none opposed.

Kirsten Escobedo, Asst. Supt. of Special Education, SBCEO, presented details related to this request to expand office space for the itinerant preschool staff in North county. She reported that additional space was needed in order to maintain social distance and to provide on-site speech for preschool students. This request is for a one-year lease. The board was satisfied; there were no further questions or comments.

E. 2020-2021 Deferred Maintenance Projects

Recommendation: The JPA Board approve reimbursement for the SBCEO 2020-2021 scheduled deferred maintenance projects as presented.

Motion to Approve: Luke Ontiveros  Second: Susan Salcido

Vote: 8 – 0 The motion passed with JPA Board Members Amy Alzina, Antonio Garcia, Randy Haggard, Anne Hubbard, Trevor McDonald, Hilda Maldonado, Luke Ontiveros and Susan Salcido voting in favor; none opposed.
VII. **ITEMS SCHEDULED FOR ACTION/CONSIDERATION** *(Continued)*

Ray commented that the SBCSELPA has a reserve to cover necessary deferred maintenance for regional program portables and that this proposal would be covered by that reserve. The board was satisfied; there were no further questions or comments.

VIII. **ITEMS FOR INFORMATION AND DISCUSSION**

A. **Lompoc Unified School District (LUSD) Letter of Intent to Operate G.R.O.W. programs as Regional**

Ray Avila reported that this was a follow-up to Lompoc’s year and a day notice to operate their three non-regional G.R.O.W. programs as regional programs beginning in 2021-2022. The Board was satisfied; there were no further questions or comments.

B. **Announcement of Lisa Foote as the new SBCSELPA AT/AAC Specialist**

Ray Avila reported that the SBCSELPA has hired Lisa Foote to act as the SBCSELPA AT.AAC Specialist. She will be working on September 8th and will work alongside districts to assess students for AT/AAC needs.

Kim Hernandez then presented information related to the SBCSELPA proposal for the allocation of new Low Incidence funding for 2020-2021. This included paying for the SBCSELPA and SBCEO Audiologist and the SBCSELPA AT/AAC Specialist from these funds. The SBCSELPA would hold an additional 10% of these funds to use district expenses where districts are not able to cover their costs for Low Incidence students. The balance of the funding will be allocated to districts based on their Low Incidence student population. Ray Avila commented that the allocation of the SBCSELPA AT/AAC Specialist time is very fluid and the needs to districts will be taken into consideration. Kim Hernandez clarified that this was ongoing funding and that it could be used to cover the cost of staff working with Low Incidence students. The Board was satisfied; there were no further questions or comments.

C. **Resignation Notification from Mary Wright, SBCSELPA Youth Support Specialist (YSS)**

Ray Avila reported that he has received a letter of resignation from Mary Wright. She completed her Master’s degree this past spring and has accepted another position. The SBCSELPA does not plan on replacing her at this time. The Board was satisfied; there were no further questions or comments.

D. **SBCSELPA Professional Development**

Ray Avila reported that Jennifer Connolly, SBCSELPA Coordinator, has been very successful in working with SBCSELPA staff to present virtual professional development. Jennifer Connolly shared information related to the upcoming Lindamood-Bell training and reported that it is a program that has shown success with EL students. She will be offering each special education director one free space for this workshop which will include the Visualizing and Verbalizing kit. The other ten free spots will then be offered on a first come first served basis. Following the Lindamood-Bell training the SBCSELPA will be offering a workshop presented by the Dyslexia Training Institute as part of the SBCSELPA’s ongoing efforts to provide new reading trainings each year. The Board was satisfied; there were no further questions or comments.
VIII. ITEMS FOR INFORMATION AND DISCUSSION (Continued)
   E. SBCSELPA Procedural Handbook Revisions
      Ray Avila commented that the SELPA Procedural Handbook had been revised and update in conjunction with the revision of the Local Plan. While the Procedural Handbook does not require JPA Board approval he provided the board members with the link to the Procedural Handbook padlet for their information and review. The Board was satisfied; there were no further questions or comments.

   F. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances
      The Board was satisfied; there were no questions or comments.

   G. SBCSELPA Legal Fees Year-to-Date Reserve
      The Board was satisfied; there were no questions or comments.

   H. Nonpublic School (NPS) Year-to-Date Placement Expenditures
      The Board was satisfied; there were no questions or comments.

IX. MISCELLANEOUS AGENDA
   A. Items Proposed for Future Action or Discussion
      There were no items proposed for future action or discussion.

   B. Next Scheduled JPA Board Meeting: October 5, 2020, 12:00 p.m. Via Zoom due to COVID-19

X. PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEMS
   There were no public comments.

XI. CLOSED SESSION The JPA Board adjourned to Closed Session at 1:00 p.m.
   A. Confidential Nonpublic School (NPS) Student Updates

XII. RECONVENE TO PUBLIC SESSION: Cary Matsuoka called the meeting back into Public Session at 1:23 p.m. The Board took no action.

XIII. ADJOURNMENT
   Anne Hubbard adjourned the meeting at 1:23 p.m.

Anne Hubbard, Chairperson
Santa Barbara County SELPA

Ray Avila, Secretary
Santa Barbara County SELPA

Date

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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
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Less Unpaid Tax Liability: 0.00

Net (Check Amount): 355,768.66

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
Date: November 2, 2020
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: 2020-2021 Nonpublic Agency (NPA) Master Contract Rates

BACKGROUND:
The attached rate sheet for the following nonpublic agency (NPA) contractor is an exhibit to the JPA Board approved NPA Master Contract for the 2020-2021 school year and is being presented for JPA Board approval:

- Mariposas Project / MP Health

FISCAL IMPACT: There are no costs to the SBCSELPA. The costs to member LEAs / districts are unknown currently and are dependent on their use of the contractor.

RECOMMENDATION: The JPA Board approve the 2020-2021 NPA Master Contract rate for contractor services as presented.
EXHIBIT A: RATES

CONTRACTOR Mariposas Project/MP CONTRACTOR NUMBER 
Health 
(NONPUBLIC SCHOOL OR AGENCY) 

2020-21-41 2020-2021 (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed Total LEA enrollment may not exceed

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Rate</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Basic Education Program/Special Education Instruction</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Basic Education Program/Dual Enrollment</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

Per Diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Language and Speech Therapy $135 Hourly
b. Speech Evaluation $350 Per Eval
c. Language Evaluation $350 Per Eval
d. Language and Speech Evaluation $650 Per Eval
e. Social Language Groups (Socialization Groups) $100 Hourly
f. Consultation – Individual $100 Hourly
g. Progress Reports $100 Hourly
h. Team Consultation/Team Meetings $200 Hourly
i. Yearly Partial Speech/Language Evaluation $250 Per Eval
j. Yearly Full Speech/Language Evaluation $450 Per Eval

(2) a. Occupational Therapy $135 Hourly
b. Occupational Therapy Evaluation (Fine Motor, Sensory, ADL, H-Writing) $650 Per Eval
c. Occupational Therapy – Sensory Evaluation $350 Per Eval
d. Occupational Therapy – Feeding Evaluation $350 Per Eval
e. Yearly Partial OT Evaluation (fine motor, sensory, ADL, H-Writing) $250 Per Eval
f. Yearly Full OT Evaluation $450 Per Eval

(3) a. Physical Therapy $135 Per Hour
b. PT Evaluations $650 Per Eval

(4) Screenings – 30 minutes $60 30 minutes
Screenings – 1 hour $100 Hourly
Santa Barbara County
Special Education
Local Plan Area
(SBCSELPA)
SBCSELPA STAFF

- Executive Director, Ray Avila
- Coordinator, Jennifer Connolly
- Business Official, Kim Hernandez
- Office Manager, Margaret Slater
- Executive Secretary, Lindsay MacDonald
- Clerical Assistant, Brian Helt
- Mental Health Staff (6 employees)
  - BCBA’s, Rosie Bucio and Phil Pandac
  - Audiologist, Taryn Hurvitz
  - AT/AAC Specialist, Lisa Foote
Founded in 1977, SELPAs are dedicated to the belief that all students can learn and that special needs students must be guaranteed equal opportunity to become contributing members of society.
144 SELPAs in California
SELPAs facilitate:

- high quality educational programs and services for special needs students
- training for parents and educators
SELPAs collaborate with county agencies and school districts to develop and maintain healthy and enriching environments in which special needs students and families can live and succeed.
The SELPA administrators are responsible for assuring that....
• All individuals with disabilities receive a **free appropriate public education** in the **least restrictive environment**

• All regular education resources are considered and, where appropriate, utilized on a local or regional basis to meet the needs of students with disabilities
• A system exists at the regional level for identification, assessment and placement of disabled students

• A viable system for public education is functioning in the community, with broad participation and interaction involving parents and other agencies serving children and young adults
• annual compliance monitoring and system implementation

• assures non-compliant items that have been identified through Self Reviews, Verification Reviews, Focused Monitoring or Complaints have and continue to be rectified
SELPA Administrators Also...

- Provide Fiscal Management to LEAs
- Support Transition Planning
- Assist with Program Coordination
- Participate in Interagency Collaboration
- Provide Community Awareness
- Conduct Program Evaluation
- Promote Staff Development
- Collaborate with Special Education Directors and Superintendents
What is SBCSELPA?

Santa Barbara County Special Education Local Plan Area (SBCSELPA), is a Joint Powers Agency that...
Oversees and facilitates the implementation of special education programs administered by the Local Education Agencies (LEAs) or school districts within Santa Barbara County...
Develops policies and procedures for Special Education programs throughout Santa Barbara County...
Offers advisement regarding federal & state special education laws and regulations to all stakeholders (school districts, parents, & community members)
Allocates state and federal funding to all 25 LEAs/school districts in Santa Barbara County to provide special education services to students with disabilities
Coordinates and provides training to school district staff, community members, and parents to further their knowledge in the area of Special Education...
SBCSELPA Registration site for Professional Development online calendar:

https://sbcselpa.k12oms.org

Watch SBCSELPA YouTube Channel for Professional Development Events.
Facilitates “job-alike” networking meetings for special education professionals...
Establishes a Community Advisory Committee (CAC) that advises the governing board and assists in parent education...
Oversees placement & services of students with more serious disabilities who are placed by IEP teams in *Non Public Schools*
Meets with monthly, collaborates, and supports County-wide Agency Partners
Maintains a website containing a wealth of resources for parents, teachers, and administrators.

Where is the SBCSELPA located?

Current Address:
5385 Hollister Avenue, Building 5
Santa Barbara, CA 93111

(805) 683-1424
(805) 967-1960 (fax)
For more information contact the SBCSELPA at:

Or visit our website at www.sbcSELPA.org.

Dr. Ray Avila  
SBCSELPA Executive Director  
ravila@sbCEO.org

Jennifer Connolly  
SBCSELPA Coordinator  
jconnolly@sbCEO.org
Date: November 2, 2020

to: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SBCSELPA New Office Lease for Building 7 and Update

BACKGROUND:

- At the May 4, 2020 JPA Board meeting the Board was informed that the property management for our current office building notified us on March 17, 2020 that our building was being purchased and we would need to relocate. The property management expressed their desire to work with us and relocate us to another space in one of their other buildings, however, we had the option to terminate our lease and move to another location as well.

- After much discussion the SBCSELPA was able to secure a different building at our current location and the property management will completely renovate and move our office at their expense in an effort to accommodate us due to the recent sale of our current building.

- On October 19, 2020 we received a proposed Termination of Lease (REF: VII-A.1) and a new Net, Net, Net Lease (REF: VII-A.2) for our new office space in building 7. The new lease is for 36 months (3 year option), with the option to renew for another 36 months.

- We have compared the costs of our current office space in building 5 with the cost for our new office space in building 7 (REF: VII-A.3) and our costs will in fact decrease in the new space.

- Currently, in accordance with the lease extension that the Board approved on May 4, 2020 we pay $7,792.44 a month for rent. Under the terms of the new lease for our office space in building 7 our monthly rent will decrease to approximately $6,099.00. Which would be a monthly savings of approximately $1,693.44 a month.

- According to property management it is estimated that we will relocate our office by March 1, 2021.

FISCAL IMPACT: The current monthly rent for the SBCSELPA office space in building 5 is $7,792.44, according to our new lease the monthly rent shall decrease to $6,099.00 for new office space in building 7.

RECOMMENDATION: The JPA Board approve the SBCSELPA New Office Lease for Building 7 as presented.
LEASE TERMINATION AGREEMENT

This LEASE TERMINATION AGREEMENT ("Agreement") is made and entered into as of October ____, 2020, by and between PATTERSON ASSOCIATES, LLC, a California limited liability company ("Lessor") and Santa Barbara County Special Education Local Plan Area, a Joint Powers Education Agency ("Lessee").

RECITALS

A. Lessor and Lessee entered into a Lease Agreement, dated March 28, 2019 ("Lease"), for the premises located at 5385 Hollister Avenue, Building 5, Goleta, California, consisting of approximately 3,891 rentable square feet, as further described in the Lease (the “Premises”).

B. The Commencement Date was June 1, 2019 with a scheduled Expiration Date of May 31, 2021.

C. Lessor and Lessee desire to terminate the Lease upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Termination of Lease.

Lessor and Lessee hereby agree that the term of the Lease shall terminate and expire upon delivery of Building 7 to Lessee, estimated to be February 28, 2021 (the "Termination Date") and the Termination Date shall be deemed the expiration date of the Lease. Lessee hereby agrees that as of the Termination Date, Lessee surrenders to Lessor all right, title and interest of Lessee in the Premises. Lessor, at Lessor’s sole expense, hereby agrees that as of the Termination Date, Lessor shall move all of Lessee’s furniture, fixtures and equipment to Building 7.

2. Rent, Operating Expenses and Utilities.

Upon execution of this Agreement, Lessee shall continue to pay its current monthly Base Rent of ____, Operating Expenses of ____ and Utilities of _____ until the Termination Date.


Upon the Termination Date, Lessor shall apply Lessee’s existing security deposit of $8,000 to Lessee’s security deposit for Building 7. Lessor shall return any overage to Lessee within five (5) days of the Termination Date.

Upon the Termination Date, Lessor and Lessee and any assignee of Lessee’s or Lessor’s interest under the Lease (and their respective parents, subsidiaries, affiliates, partners, officers, directors, employees, agents, attorneys, employees, representatives, successors and assigns) shall be deemed irrevocably and unconditionally discharged and released, from any and all liability, claims, demands, and causes of action, whether known or unknown, irrespective of when such accrue, (i) under the Lease or any documents or understandings arising under the Lease, and (ii) with respect to the Premises, including, without limitation, any actual or proposed construction work at the Premises, the condition of the Premises, the condition of the building in which the Premises are located and the condition of the real property surrounding the Premises and the building in which the Premises are located, and the Lease shall be deemed to be terminated as of the Termination Date. Consistent with the foregoing, Lessor and Lessee expressly and voluntarily waive and relinquish all rights and benefits under Section 1542 of the California Civil Code if in any way applicable to this Agreement. Section 1542 of the California Civil Code provides as follows:

"GENERAL RELEASE CLAIMS EXTINGUISHED: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each party acknowledges that it has received the advice of legal counsel with respect to the aforementioned waiver and understands the terms thereof.

5. **Attorneys' Fees.** In the event that any litigation shall be commenced concerning this Agreement by any party hereto, the party prevailing in such litigation shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation reasonable attorneys' fees and court costs (including an allocated share to the costs of in-house counsel), whether or not taxable, as awarded by a court of competent jurisdiction.

6. **Miscellaneous.** This Agreement shall bind, and shall inure to the benefit of, the successors and assigns of the parties. This document may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Agreement that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Agreement. This Agreement contains all of the covenants, conditions and agreements between the parties regarding the subject matter hereof and shall supersede all prior correspondence, agreements and understandings, both oral and written. This Agreement shall be governed by the laws of the State of California. Each party hereto shall execute, acknowledge and deliver to each other party all documents, and shall take all actions, reasonably required by such other party from time to time to confirm or affect the matters set forth herein or otherwise to carry out the purposes of this Agreement.

7. **Non-Disclosure of Terms.** Lessor and Lessee acknowledge and agree that the terms of this Agreement are confidential and each agrees that it, and its partners, officers,
directors, employees, agents and attorneys, shall not intentionally and voluntarily disclose the
terms and conditions of this Agreement to any other tenant or any person, except as expressly
required by law.

8. **Contingency.** This Agreement is contingent on Lessor executing a new Lease for
the Premises, no later than **October 31, 2020**. In the event that Lessor does not execute a new
Lease, this Agreement shall become null and void. Additionally, this Agreement is contingent
on Lessor’s lender approval.

9. **Authority.** The persons executing this Agreement on behalf of the parties hereto
represent and warrant to the other party that they are duly authorized to execute and deliver this
Agreement on behalf of such party, and by so executing this Agreement, said party is formally
bound to the provisions of this Agreement.

10. **Counterparts.** This Agreement may be executed in two or more counterparts,
each of which shall be deemed an original, but all of which shall constitute a single instrument.

**IN WITNESS WHEREOF**, Lessor and Lessee have set forth their signatures as of the
date first written above.

**LESSOR**

PATTERSON ASSOCIATES, LLC, a California limited liability company

By: ____________________________

Name: Jeffrey C. Bermant

Title: Manager

Date: ____________________________

**LESSEE**

Santa Barbara County Special Education Local Plan Area, a Joint Powers Education Agency

By: ____________________________

Name: ____________________________
Net, Net, Net
LEASE

THIS LEASE dated October __, 2020 for reference purposes only is made between the Lessor and the Lessee named below, effective on the later of the dates set forth under their respective signatures.

BASIC LEASE PROVISIONS

1. Premises: As depicted on Exhibit A.
   Project Name: Pacific Technology Center
   Premises Address: 5385 Hollister Avenue, Building 7
   Goleta, CA 93111
   Use of Premises: Office

2. Leased Area: As depicted on Exhibit A
   Square Feet: 2,850

3. Lessee's Percentages:
   Building: 4.41%
   Common Area: 4.41%

4. Initial Annual Base Rent: $49,590.00 ($1.45 per square foot per month)
   Rental Deposit: $6,099.00 (First month's Base Rent, Estimated Operating Expenses and Utilities.
   Base Rent: $4,132.50 ($1.45/sf)
   Operating Expenses: $1,197.00 ($0.42/sf)
   Utilities: $769.50 ($0.27/sf)
   Base Rent Adjustment: 3% fixed annual increases, beginning thirteen (13) months after the Rent Commencement Date.

5. Initial Monthly Base Rental Installments: $6,099.00

6. Term: Thirty-Six (36) months. Two (1) three (3)-year renewal options as described in Section 20.
7. **Rent Commencement Date:** Upon substantial completion of Lessor’s Work, estimated to be February 1, 2021.

   **Term Commencement Date:** Upon substantial completion of Lessor’s Work, estimated to be February 1, 2021.

   **Termination Date:** Thirty-Six (36) months from the Term Commencement Date, estimated to be January 31, 2023.

8. **Security Deposit:** $7,100.00

9. **Broker(s):** NONE

10. **Parking Spaces Provided:** Seven (7) unreserved spaces.

11. **Address for Payments and Notices:** Bermant Development Company
    5425 Hollister Avenue, Suite 160,
    Santa Barbara, CA 93111
    Attn: Erica Isherwood

12. Submission of this instrument for examination or signature by the Lessee does not constitute a reservation of or option for space and it is not effective as a lease or otherwise until execution by both the Lessee and the Lessor. This document will be deemed withdrawn by the Lessor if not executed by the Lessee and delivered to the Lessor by __________________________.
IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of
the foregoing Basic Lease Provisions, Articles 1 through 21 which follow, and any attached
Exhibits or Addendums, as of the date first above written.

LESSOR:

PATTERSON ASSOCIATES, LLC, a California limited
liability company

By: ___________________________
    Jeffrey C. Bermant

Its: ___________________________

Date: ________________________

LESSEE:

Santa Barbara County Special Education Local Plan
Area, a Joint Powers Education Agency

By: ___________________________

Name: _________________________

Title: __________________________

Date: __________________________

Address:
1. LEASE OF PREMISES

The Lessor hereby leases to the Lessee and the Lessee leases from the Lessor for the term, at the rental, and upon all of the conditions set forth in this Lease, the Premises identified in Item 1 of the Basic Lease Provisions, together with the non-exclusive use, in common, with the Lessor and other tenants of the Building and their respective invitees, of common areas in or about the Building and the parking garage (if any) or parking areas adjoining the Building. The Lessee and the Lessor have agreed on the square footage set forth in Item 2 of the Basic Lease Provisions and each party will be bound by Item 2 throughout the term of this Lease or any extension thereof. The approximate anticipated configuration of the Project and the location of the Building, Premises and associated common and parking areas is indicated on Exhibit "B". The size, location and function of the buildings and related structures depicted here are approximate. The Lessor reserves the right to alter the configuration of the Project, the design, size, function and location of all other improvements, and the identity and location of other tenants, to construct additional improvements thereon, to withdraw areas therefrom from time to time and alter the configuration of the associated common and parking areas, provided that the Premises shall not be materially altered and the number of parking spaces intended for the Lessee's use and access to the Premises and parking for Lessee and its employees and invitees shall not thereby be diminished. The Lessee shall be allocated the number of parking spaces set forth in Item 10 of the Basic Lease Provisions and the Lessee acknowledges that the Lessor shall have no responsibility to supervise or police the usage of the parking lot by the tenants of the Building. Nothing in this Lease shall cause the Lessor in any way to be construed as an employer, employee, fiduciary, a partner, a joint venturer or otherwise associated in any way with the Lessee in the operation of the Premises, or to subject the Lessor to any obligation, loss, charge or expense in connection with or arising from the Lessee's operation or use of the Premises.

Pursuant to Section 1652 of the California Civil Code, it is understood and agreed that the general intent and purpose of this Lease is that this Lease shall be an absolute triple net lease with respect to the Lessor. Subject to the terms and conditions provided herein, the Lessee shall pay its pro rata share of all insurance, utilities, all operating costs for the Premises, the common areas of the Building, the Building and the land on which it is situated. It is intended that the rental return to the Lessor shall not be reduced, offset or diminished directly or indirectly by any cost, charge, or expense due from the Lessee and others in connection with the Premises, Building or land upon which it is situated, nor subject to suspension or termination for any reason. It is acknowledged and agreed that all provisions of this Lease shall be interpreted in a manner consistent with and subordinate to such general intent and purpose.

2. TERM

2.1 Commencement of Term.

2.1.1 The term of the Lease shall be as shown in Item 6 of the Basic Lease Provisions, commencing on the Commencement Date, which the Lessor and the Lessee expect to be the Commencement Date as shown in Item 7 of the Basic Lease Provisions, but
which may be such other date as herein provided, and ending on the Termination Date, unless sooner terminated pursuant to any provision hereof.

2.1.2 Notwithstanding the foregoing, the term of this Lease and the payment of rent shall commence upon delivery of possession of the Premises on no less than ten (10) days prior written notice by Lessor to Lessee of such delivery date and as agreed by Lessor and Lessee in the Commencement Date Memorandum attached hereto as Exhibit “C”. Delivery of possession of the Premises shall occur upon written tender of the same by the Lessor in a condition that is substantially complete, including, but not limited to, the substantial completion of the Lessor’s Work under Section 19 (other than punch list items provided for by Section 19.2) and the permit signed off by the City of Goleta for the Premises.

2.1.3 If delivery of possession occurs prior to the Commencement Date, the term of this Lease shall commence on such date of delivery of possession, but the Termination Date shall not be advanced.

2.2 Delay in Commencement. Notwithstanding the Commencement Date, if for any reason the Lessor cannot deliver possession of the Premises to the Lessee on or before said date, the Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of the Lessee hereunder or extend the term hereof provided, however, that if the Lessor shall not have delivered possession of the Premises within three (3) months after the Commencement Date, the Lessee may, at the Lessee's option by notice in writing to the Lessor, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. The Lessee shall not be obligated to pay rent until delivery of possession of the Premises has occurred.

3. **Rent**

3.1 Base Rent. The Lessee shall pay to the Lessor as base rent for the Premises Base Rent in the amount specified in Item 4 of the Basic Lease Provisions (the "Base Rent") in equal monthly installments in the amount specified in Item 5 of the Basic Lease Provisions in advance on the first day of each month.

3.1.1 Rental Deposit. Upon Lease execution, the Lessee shall deposit with the Lessor Six Thousand Ninety-Nine 00/100 Dollars ($6,099.00), being an amount equivalent to one month's Rent (including the initial Base Rent as provided in Item 5 of the Basic Lease Provisions, Common Area and Building Operating Expenses and Utilities).

3.2 Additional Rent. Beginning on the Rent Commencement Date, the Lessee shall reimburse the Lessor, as additional rent, in the manner and at the times provided, for the Lessee's proportionate share of all Building Operating Expenses and Common Area Operating Expenses (as hereinafter defined) incurred by the Lessor. The Lessee's proportionate share of such Building Operating Expenses and Common Area Operating Expenses shall be based upon the Lessee's Building Percentage in the case of Building Operating Expenses, and upon the Lessee's Common Area Percentage in the case of Common Area Operating Expenses, all as defined herein.
3.3 **No Reduction or Offset.** All Rent due under this Lease shall be payable without deduction, abatement or offset.

3.4 **Definitions:** For purposes of this Article 3:

3.4.1 The Lessee's Building Percentage is a percentage calculated by dividing the Leased Area of the Premises by the leasable area of the Building, and is stipulated to be as shown in Item 3 of the Basic Lease Provisions.

3.4.2 Building Operating Expenses shall mean the sum of all expenses incurred by the Lessor in connection with the operation, repair and maintenance of the Building, including, but not limited to, heating and air conditioning; all Real Property Taxes (as hereinafter defined) imposed upon or with respect to the Building and related improvements (exclusive of the land underlying all such improvements); all fire and extended coverage, earthquake, loss of rents, vandalism, malicious mischief and other insurance covering the Building and losses suffered which fall below the insurance deductible; utilities; materials and supplies; salaries, wages and other expenses incurred with respect to the operation, repair and maintenance of the Building, the cost of repainting, wall covering or recarpeting Common Areas of the Building; the cost of an on site manager or office manager; security and fire protection; amortization of capital investments for improvements which are designed to reduce operating costs, improve operations or comply with governmental conservation or safety programs over such reasonable period as the Lessor shall determine (together with interest at seven percent (7%) on the unamortized amount), but excluding the items set forth on Schedule 1 attached hereto. Building Operating Expenses attributable to the utilities and services furnished pursuant to Article 10 shall be apportioned among the tenants of the Building receiving such services (excluding those tenants furnishing or paying for their own utilities and janitorial services) based on the respective leased areas occupied by such tenants.

3.4.3 Lessee's Common Area Percentage is a percentage figure calculated by the project architect by dividing the Leased Area of the Premises by the average leasable area in all improvements, including the Building and other buildings, shown on Exhibit "B", during such year as is initially stipulated to be as shown in Item 3 of the Basic Lease Provisions. Should additional improvements or common area be added to or deleted from Exhibit "B", the Lessor may, at its option, calculate the Lessee's Common Area Percentage by comparing the common area attributable to the Premises within Exhibit "B" as so revised.

3.4.4 Common Area Operating Expenses shall mean the sum of all expenses incurred by the Lessor in connection with the operation and maintenance of driveways, landscaping, walkways, plazas, parking facilities, and perimeter property including, but not limited to: all items described in Section 6.1 hereof; all Real Property Taxes (as hereinafter defined) imposed upon or with respect to the land included within Exhibit "B"; all public liability insurance covering Exhibit "B", and losses suffered which fall below the insurance deductible; security and fire protection; salaries, wages and other expenses incurred with respect to maintenance of the common areas, gardening, landscaping, repaving, repainting and trash removal; depreciation of equipment used in such maintenance; amortization of capital investments for improvements which are designed to reduce operating costs, improve operations or comply with governmental conservation or safety programs over such reasonable period as the Lessor shall determine (together with interest at seven percent (7%) on the unamortized amount), but excluding the items set forth on Schedule 1 attached hereto. Building Operating Expenses attributable to the utilities and services furnished pursuant to Article 10 shall be apportioned among the tenants of the Building receiving such services (excluding those tenants furnishing or paying for their own utilities and janitorial services) based on the respective leased areas occupied by such tenants.
investments for improvements which comply with governmental conservation or safety programs over such reasonable period as the Lessor shall determine (together with interest at seven percent (7%) on the unamortized amount), but excluding the items set forth on Schedule 1 attached hereto. General overhead and depreciation of improvements shall not be included in the expenses except as specifically set forth in the foregoing. Any governmental surcharge, fee or assessment imposed with respect to the parking facilities within Exhibit "B" shall, to the extent paid by the Lessor and not passed on to the users of said parking facilities, be included in Common Area Operating Expenses.

3.4.5 Real Property Taxes shall mean all real and personal property taxes and assessments incurred during any calendar year, including, but not limited to: special and extraordinary assessments, meter and sewer rates and charges, occupancy taxes or similar taxes imposed on or with respect to the real or personal property, whether or not imposed on or measured by the rent payable by the Lessee, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever relating to the real or personal property, and any gross rental, license or business tax measured by or levied on rent payable or space occupied. “Real Property Taxes” shall not include any interest or fees payable by reason of Lessor’s determination to pay property taxes in periodic installments. Real Property Taxes shall also include all expenses reasonably incurred by the Lessor in seeking a reduction by the taxing authorities of Real Property Taxes applicable to the Project. Real Property Taxes shall not include any capital levy, franchise, estate, inheritance, succession, gift or transfer tax of the Lessor, or any income, profits or excess profits tax, assessment, charge or levy upon the income of the Lessor; provided, however, that if at any time during the term of this Lease under the laws of the United States or the State of California, or any political subdivision of either, a tax or excise on rents, space or other aspects of real property (other than as income), is levied or assessed against the Lessor, the same shall be deemed to be Real Property Taxes. If any such property taxes upon the income of the Lessor shall be imposed on a graduated scale, based upon the Lessor's aggregate rental income, Real Property Taxes shall include only such portion of such property taxes as would be payable if the rent payable with respect to the Building and Common Areas were the only rental income of the Lessor subject thereto.

3.5 Rent Adjustment. As specified in Item 4 of the Basic Lease Provisions, the Base Rent shall be increased by three percent (3%) annually.

3.6 Calculation and Payment.

3.6.1 Base Rent and Additional Rent shall be payable to the Lessor without deduction or offset, in lawful money of the United States at the Lessor's address herein or to such other persons or at such other places as the Lessor designates in writing. Rent payable for any period less than one (1) month shall be prorated based upon a thirty (30) day month.

Prior to the commencement of the Lease term, the Lessor shall give the Lessee a written estimate of the Lessee's share of Building and Common Area Operating Expenses for the ensuing year or portion thereof. Lessor’s current estimate of Lessee’s Building and Common Area Operating Expenses for calendar year 2021 (estimated) is Forty-two Cents...
($0.42 per square foot per month (One Thousand One Hundred Ninety-Seven and 00/100 Dollars ($1,197.00) per month). The Lessee shall pay such estimated amount to the Lessor in equal monthly installments, in advance. Within ninety (90) days after the end of each calendar year, the Lessor shall furnish to the Lessee an itemized statement showing on a line item by line item basis the actual Building and Common Area Operating Expenses incurred by the Lessor during such period, and the parties shall within thirty (30) days make any payment or allowance necessary to adjust the Lessee's estimated payment to the Lessee’s actual proportionate share as shown by such annual statement. Any amount due the Lessee shall be credited against installments next coming due under this Section. Notwithstanding the foregoing, Lessor shall use its best efforts to provide Lessee a written estimate of the Lessee's share of Building and Common Area Operating Expenses on or before the fifteenth (15th) day of December for each ensuing year or portion thereof.

3.6.2 Lessor shall keep full and accurate books of account, records and other pertinent data regarding Building and Common Area Operating Expenses for a period of one (1) year after the close of each calendar year. Provided Lessee is not in default under this Lease, Lessee shall have the right to review, audit, and copy all documents and information pertaining to Operating Expenses for a period of one (1) year following the receipt of Lessor’s Operating Expense statement. Lessee shall give Lessor no less than twenty (20) business days’ notice prior to commencing an audit, which audit shall take place during Lessor’s normal business hours, and all documents shall remain at Lessor’s place of business at all times. In no event, however, will Lessor or its property manager be required to create any ledgers or schedules not already in existence. Lessee shall have an independent auditor reasonably acceptable to Lessor to conduct such audit at Lessee’s sole cost and expense (except as provided in this Section 3.6.2), but in no event shall said auditor be compensated based on savings generated to Lessee as a result of such audit. In the event the audit reveals that there are amounts due either Lessor or Lessee, then any amounts due shall be immediately paid by the appropriate party. Lessee shall pay for all costs of the audit unless Lessee’s share of Operating Expenses, as determined by the audit, differs by more than the lesser of Ten Thousand Dollars ($10,000.00) or five percent (5%) in favor of the Lessee, in which case Lessor shall bear the cost of the audit up to a maximum cost of Five Thousand Dollars ($5,000.00) per year.

4. SECURITY DEPOSIT

Concurrently with the Lessee's execution of this Lease, the Lessee shall deposit with the Lessor the sum specified in Item 8 of the Basic Lease Provisions as security for the faithful performance by the Lessee of all covenants and conditions of this Lease. If the Lessee shall breach or default in the performance of any covenants or conditions of this Lease, including the payment of rent, the Lessor may, use, apply or retain the whole or any part of such security deposit for the payment of any rent in default or for any other sum which the Lessor may spend or be required to spend by reason of the Lessee's default. If the Lessor so uses or applies all or any portion of said deposit, the Lessee shall, within ten (10) days after written demand therefor, deposit cash with the Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and the Lessee's failure to do so shall be a material breach of this Lease. Should the Lessee comply with all covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to the Lessee (or at the option of the Lessor, to the last
assignee of the Lessee's interest in this Lease) at the expiration of the term. The Lessee shall not be entitled to interest on the security deposit and the Lessor shall have the right to commingle said security deposit with other funds of the Lessor. Should the Lessor sell its interest in the Premises, the Lessor may transfer to the purchaser thereof the then unexpended or unappropriated deposit and thereupon the Lessor shall be discharged from any liability for such funds.

5. **USE**

5.1 **Use.** The Premises shall be used and occupied for the purposes described in Item 1 of the Basic Lease Provisions, permitted under applicable ordinances and other governmental requirements, the covenants, conditions and restrictions affecting the Project, as the same may be amended from time to time consistent with the terms of this Lease, and the Rules and Regulations as the Lessor may from time to time reasonably adopt for the safety, care and cleanliness of the Building and the Project or the preservation of good order. The Rules and Regulations presently in effect are attached hereto as Exhibit "D". Subject to Section 18.23, the Lessor shall not be responsible to the Lessee for the non-performance of any of said Rules and Regulations, or non-compliance with said covenants, conditions and restrictions, by any other tenant of the Building. In the event of a conflict between this Lease and the Rules and Regulations, this Lease shall govern.

5.2 **Compliance with Law; Nuisance.** The Lessee, at its sole cost and expense, shall comply promptly and at all times with all laws, requirements, ordinances, statutes, and regulations of all municipal, state or federal authorities, or any board of fire insurance underwriters, or other similar bodies, now in force or which may hereafter be in force, pertaining to the Building and the Premises and the occupancy thereof, including any law that requires alteration, maintenance or restoration of the Premises as the result of the Lessee's use thereof. The judgment of any court of competent jurisdiction, or the admission of the Lessee in any action or proceeding against the Lessee, whether the Lessor is a party thereto or not, that the Lessee violated any such ordinances or statutes in the use of the Premises shall be conclusive of that fact as between the Lessor and the Lessee. The Lessee, at its sole expense, shall also comply with all requirements for fire extinguishers or fire extinguisher systems required in the Premises.

The Lessee shall not commit, or suffer to be committed, any waste of the Premises, or any nuisance, annoyance or other unreasonable annoyance which may disturb the quiet enjoyment of adjoining premises or of the Building by the owners or occupants thereof.

5.3 **Insurance Cancellation.** Notwithstanding the provisions of Section 5.1 above, the Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein, including all uses permitted under Section 5.1 above, which will in any way increase the existing rate of or affect any fire or other insurance upon the Building, or any other part thereof, or any of its contents, and if the Lessee's use of the Premises causes an increase in said insurance rates, the Lessee shall pay as additional rent the amount of such increase. The Lessee shall be in default under this Lease should the Lessee cause the cancellation of fire or other insurance upon the Building or Property or should the Lessee fail to pay any increased insurance rate attributable to the Lessee's use of the Premises. In determining whether increased premiums are a result of
the Lessee's use or occupancy of the Premises or Building, a schedule issued by the Lessor's insurer computing the insurance rate on the Premises or Building, or the leasehold improvements showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate. The Lessee shall promptly comply with all reasonable requirements of the insurance authority or of any insurer now or hereafter in effect relating to the Premises.

5.4 Hazardous Substances. Lessee shall handle or dispose of any corrosive, flammable, hazardous or other special waste or materials as directed by applicable state, federal, county and city regulations. The Lessee shall handle, store or dispose of such materials in a careful and prudent manner. At the termination of the Lease, or any option period thereof, the Lessee shall fully clean the Premises in such a manner that no residue of such materials or waste shall remain on the Premises. The Lessee shall notify the appropriate governmental authority of the presence and amount of any such material or waste, and shall comply with all conditions imposed by such authority. Lessor shall indemnify, defend and hold harmless Lessee from and against any and all claims, damages, fees and costs arising in connection with the presence of Hazardous Substances in or about the Premises, Building or Project caused by or arising from the acts or omissions of Lessor or other tenants (including former tenants) of the Building or Project or their respective agents, employees and invitees. The Lessee shall pay inspection fees, based on the hourly inspection rate, for an environmental audit to be conducted by the appropriate governmental authority, or the Lessor at the termination of the Lease and prior to reoccupation of the Premises, if hazardous materials were in use on the Premises. The appropriate governmental authority shall perform or the Lessee shall arrange for such an audit in a timely manner to prevent economic hardship to the Lessor and shall certify that the Premises are available for reoccupation. The Lessee shall be responsible for any clean-up that may be required as a result of the audit.

Should the Lessee fail to comply with any duty set forth in this Section 5.4, the Lessor may, in addition to all other remedies now or hereafter provided by this Lease, or by law, perform such duty or make good such default, and any amounts which the Lessor shall advance pursuant thereto shall be repaid by the Lessee to the Lessor on demand.

5.5 Environmental Laws.

5.5.1 Compliance with Environmental Laws. The Lessee, in its conduct of business on or in any activity, work, thing done, permitted or suffered by the Lessee, its agents, contractors, employees or invitees on the Premises, shall at all times and in all respects comply with all federal, state and county laws, ordinances and regulations (the "Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances, or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any such laws, ordinances or regulations (collectively, the "Hazardous Materials"). Such laws, ordinances or regulations shall include, but not be limited to, the Comprehensive Environmental Response,

5.5.2 Hazardous Materials Handling. The Lessee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the Lessee's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, the Lessee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. The Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration or earlier termination of the term of the Lease, the Lessee shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. The Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises or the Building, nor enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises or the Building, without first notifying the Lessor of the Lessee's intention to do so and affording the Lessor ample opportunity to appear, intervene or otherwise appropriately assert and protect the Lessor's interest with respect thereto.

5.5.3 Notices. The Lessee shall immediately notify the Lessor in writing of any of the following activities relating to the Lessee's operations on the Premises: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Lessee, the Premises or the Building relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials in, on or removed from the Premises or the Building; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or the Building, including any complaints, notices, warnings or asserted violations in connection therewith. The Lessee shall also supply to the
Lessor as promptly as possible, and in any event within five (5) business days after the Lessee first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Building or the Lessee's use thereof. The Lessee shall promptly deliver to the Lessor copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

5.5.4 Indemnification of Lessor. The Lessee shall indemnify, defend, protect, and hold the Lessor, and each of the Lessor's partners, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, by (A) the presence in, on, under or about the Premises or the Building, or discharge in or from the Premises or the Building of any Hazardous Materials or the Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises or the Building, but only to the extent such Hazardous Materials are present as a result of actions of the Lessee, its officers, employees, invitees, assignees, contractors, or agents, or (B) the Lessee's failure to comply with any Hazardous Materials Law. The Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Premises or the Building, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the term of the Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of the Lessee, or by officers, invitees, employees, agents, assignees, contractors or subcontractors of the Lessee or others acting for or on behalf of the Lessee (to the extent any such individual is acting within the scope of his relationship with the Lessee), whether or not such acts or omissions are negligent, intentional, willful or unlawful, shall be strictly attributable to the Lessee.

6. MAINTENANCE, REPAIRS AND ALTERATIONS

6.1 Lessor's Obligations. The Lessor shall cause to be maintained, in good order, condition and repair, the roof structure and membrane, and exterior walls, common windows and doors of the Building (excluding the interior surface thereof), heating, venting and air conditioning systems, and any public and common areas in the Building, as well as all parking areas, driveways, sidewalks, private roads or streets, landscaping and all other areas located within the Project other than areas occupied by other buildings (such non-building areas being herein referred to as "Common Areas"). The costs of such maintenance are chargeable to the Lessee pursuant to Section 3.2 hereof.

6.2 Lessee's Obligations. The Lessee shall, during the term of this Lease, keep in good order, condition and repair, the interior of the Premises and every part thereof, including, but not limited to, all interior windows and doors in and to the Premises. The Lessor shall incur no expense nor have any obligation of any kind whatsoever in connection with the maintenance of the interior of the Premises and the Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Lessee the right to make repairs at the Lessor's expense or to terminate this Lease because of any failure to keep the interior of the
Premises in good order, condition and repair. Notwithstanding the foregoing, the Lessor shall be liable for maintenance or repairs which are caused by the Lessor's gross negligence. The Lessee shall be responsible for interior janitorial services.

6.3 Alterations and Additions.

6.3.1 The Lessee shall not, without the Lessor's prior written consent, make any alterations, improvements, additions or utility installations in, on or about the Premises unless such work is non-structural and does not exceed TEN THOUSAND DOLLARS ($10,000). For all work, the Lessee will provide the Lessor with as-built drawings reflecting any changes to the Premises. As used in this Section 6.3, the term "utility installations" shall include bus ducting, power panels, fluorescent fixtures, space heaters, conduits and wiring. As a condition to giving such consent, the Lessor may require that the Lessee (i) agree to remove any such alterations, improvements, additions or utility installations at the expiration or sooner termination of the term, and to restore the Premises to their prior condition and/or (ii) provide the Lessor, at the Lessee's sole cost and expenses, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of such improvements, to insure the Lessor against any liability for mechanics' and materialmen's liens and to insure completion of work.

6.3.2 All alterations, improvements and additions to the Premises shall be performed by the Lessor's contractor for the Project or other licensed contractor approved by the Lessor, which approval shall not be unreasonably withheld. The Lessee shall pay, when due, all claims for labor or materials furnished to or for the Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein, and the Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law.

6.4 Surrender. On the last day of the term hereof, or on any sooner termination, the Lessee shall surrender to the Lessor the Premises and, subject to the provisions of Section 6.3.1 hereof, all alterations, additions and improvements thereto, in the same condition as when received or made, ordinary wear and tear excepted; provided, however, that the Lessee's machinery, equipment and trade fixtures (including utility installations) which may be removed without irreparable damage to the Premises, shall remain the property of the Lessee and be removed by the Lessee. The Lessee shall repair any damage to the Premises occasioned by the removal of the Lessee's furnishings, machinery, equipment and trade fixtures, which repair shall include the patching and filing of holes and repair of structural damage.

6.5 Lessor's Rights. If the Lessee fails to perform the Lessee's obligations under this Article 5, the Lessor may, at its option (but shall not be required to), and with a five (5) day written notice to the Lessee, perform such obligations on behalf of the Lessee, and the reasonable cost thereof, together with interest thereon at the rate specified in Section 13.2.1.4 hereof, shall immediately become due and payable as additional rent to the Lessor.

7. INSURANCE
The Lessee, at its sole cost and expense, shall, commencing on the date the Lessee is given access to the Premises for any purpose, and during the entire term hereof, procure, pay for and keep in full force and effect:

7.1 Lessee's Liability Insurance. Comprehensive general liability insurance with respect to the Premises and the operations of or on behalf of the Lessee in, on or about the Premises, including, but not limited to, personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than TWO MILLION DOLLARS ($2,000,000) Combined Single Limit. Such policy shall contain (i) severability of interest, (ii) cross liability, and (iii) an endorsement stating in substance that “such insurance as is afforded by this policy for the benefit of the Lessor shall be primary as respects any liability or claims arising out of the occupancy of the Premises by the Lessee, or out of the Lessee's operations, and any insurance carried by the Lessor shall be excess and non-contributory.”

7.2 Lessee’s Worker’s Compensation Insurance. Worker’s Compensation coverage as required by law, together with Employer Liability coverage.

7.3 Lessee's Fire and Extended Coverage Insurance. Insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard “All Risks” coverage, insuring all improvements and betterments made to the Premises, the Lessee's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain (i) no coinsurance or contribution clauses, (ii) a Replacement Cost Endorsement, and (iii) deductible amounts reasonably acceptable to the Lessor.

7.4 Policy Requirements. All policies of insurance required to be carried by the Lessee pursuant to these requirements shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required by the Lessee hereunder may be furnished by the Lessee under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the Lessor prior to the date the Lessee is given the right to possession of the Premises, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. The Lessor may, at any time, and from time to time, inspect and/or copy any and all insurance policies required hereunder. In no event shall the then limits of any policy be considered as limiting the liability of the Lessee under this Lease.

Each policy evidencing insurance required to be carried by the Lessee pursuant to these requirements shall contain, in form and substance satisfactory to the Lessor: (i) a provision including the Lessor and any other parties in interest designated by the Lessor as an additional insured; (ii) a waiver by the Lessee’s insurer of any right to subrogation against the Lessor, its agents, employees and representatives which arise or might arise by reason of any payment under such policy or by reason of any act or omission of the Lessor, its agents, employees or representatives, and (iii) a provision that the insurer will not cancel or materially change the
coverage provided by such policy without first giving the Lessor thirty (30) days' prior written notice.

7.5 **Lessor’s Rights.** If the Lessee fails to procure, maintain and/or pay for at the times and for the durations specified in this Lease, the insurance required hereunder, or fails to carry insurance required by any governmental requirement, the Lessor may (but without obligation to do so), and with twenty-four (24) hours advance notice to the Lessee, perform such obligations on behalf of the Lessee, and the cost thereof, together with interest thereon at the rate specified in Section 13.2.1.4 hereof, shall immediately become due and payable as additional rent to the Lessor.

7.6 **Lessor’s Insurance.** The Lessor shall maintain during the term of this Lease such insurance against physical damage to the Building, comprehensive liability insurance and other insurance as the Lessor may, from time to time, determine, in its sole discretion. The Lessor will determine, in its sole discretion, the limits of coverage, deductibles and specific perils insured against. The Lessor may, but shall not be obliged to, take out and carry any other form or forms of insurance as it or the mortgagees of the Lessor may reasonably determine advisable. Notwithstanding any contributions by the Lessee to the cost of insurance premiums, with respect to the Building or any alterations of the Premises as may be provided herein, the Lessee acknowledges that it has no right to receive any proceeds from any such insurance policies carried by the Lessor.

7.7 **Indemnification.** To the fullest extent permitted by law, the Lessee shall defend, indemnify and hold harmless the Lessor from and against any and all claims arising from the Lessee's use of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by the Lessee, its agents, contractors, employees or invitees in or about the Premises or elsewhere, and shall further indemnify and hold harmless the Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on the Lessee’s part to be performed hereunder, or arising from any act, neglect, fault or omission of the Lessee, or of its agents, employees, or invitees, and from and against all costs, attorney’s fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, shall defend the same at the Lessee’s expense by counsel approved in writing by the Lessor. The Lessee, as a material part of the consideration to the Lessor hereunder, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except to the extent caused by gross negligence of Lessor, including in the case of the failure of the Lessor to observe any of the terms and conditions of this Lease, which such failure has persisted for an unreasonable period of time after written notice of such failure, and the Lessee hereby waives all of its claims in respect thereof against the Lessor.

Lessor shall with counsel reasonably acceptable to Lessee, indemnify, defend, and hold harmless Lessee from and against all claims resulting from the grossly negligent acts, omissions, or willful misconduct of Lessor in connection with Lessor’s activities in, on, or about the Premises or Project, except to the extent that such claim is for damage to the tenant improvements and Lessee’s personal property, fixtures, furniture, and equipment in the Premises.
and is covered by insurance that Lessee is required to obtain under this Lease (or would have been covered had Lessee carried the insurance required under this Lease).

7.8 Exemption of Lessor from Liability. Subject to Section 7.7, Lessor shall not be liable for injury to the Lessee's business or any loss of income therefrom or for damage to the property of the Lessee, the Lessee's employees, invitees, customers or any other person in or about the Premises, nor shall the Lessor be liable for injury to the person of the Lessee, the Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, explosion, falling plaster, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible. The Lessor shall not be liable for incorporeal hereditaments including interference or obstruction of light, air or view. The Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of the Building or the other portions of the Project except to the extent of Lessor’s gross negligence or willful misconduct.

8. Damage or Destruction

8.1 Partial Damage. If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged by any casualty, and the damage (exclusive of any property or improvements installed by the Lessee in the Premises) can be repaired within one hundred eighty (180) days without the payment of overtime, the Lessor shall, at the Lessor's expense, repair such damage (exclusive of any property of the Lessee or improvements installed by the Lessee in the Premises) as soon as practicable and this Lease shall continue in full force and effect. If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged by any casualty, and the damage (exclusive of any property of the Lessee or improvements installed by the Lessee in the Premises) cannot be repaired within one hundred eighty (180) days without the payment of overtime or other premiums, the Lessor may, at the Lessor’s option and by written notice to Lessee within thirty (30) days after the date of the occurrence of such damage, elect to either (i) repair such damage as soon as practicable at the Lessor’s expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of the Lessor’s intention to terminate this Lease, in which event this Lease shall terminate as of the date of the occurrence of such damage.

8.2 Damage Near End of Term. If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged during the last six (6) months of the term of this Lease, or any renewal thereof, either party may, at that party's option, terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party of the notifying party’s election to do so within thirty (30) days after the date of occurrence of such damage.

8.3 Abatement of Rent; Lessee's Remedies.
8.3.1 If the Lessor is obligated or elects to repair the Premises as provided above, the rent payable for the period during which such repair continues shall be abated, in proportion to the degree to which the Lessee's use of the Premises is impaired. Except for such abatement, if any, the Lessee shall have no claim against the Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

8.3.2 If the Lessor is obligated or elects to repair the Premises as provided above, but does not commence such repair within sixty (60) days (or, if sixty (60) days is impracticable for reasons beyond Lessor's reasonable control, within a reasonable time not to exceed one hundred twenty (120) days) after such obligation shall occur, the Lessee may, at the Lessee's option, terminate this Lease by giving the Lessor written notice of the Lessee’s election to do so at any time prior to the commencement of such repair or restoration, in which event this Lease shall terminate as of the date of such destruction.

8.4 Insurance Proceeds Upon Termination. If this Lease is terminated pursuant to any right given the Lessee or the Lessor to do so under this Article 8, all insurance proceeds payable under Section 7.6 with respect to the damage giving rise to such right of termination shall be paid to the Lessor and any encumbrances of the Premises, as their interests may appear.

8.5 Restoration. The Lessor’s obligation to restore shall not include the restoration or replacement of the Lessee’s furnishings, machinery, equipment, trade fixtures or other personal property or any improvements or alterations made by the Lessee to the Premises.

9. PERSONAL PROPERTY TAXES

The Lessee shall pay prior to delinquency all taxes assessed against, levied upon or attributable to its furnishings, machinery, equipment, trade fixtures or other personal property contained in the Premises or elsewhere and, if required, all improvements to the Premises made by or for the Lessee in excess of the Lessor's “building standard” improvements, provided, however, that nothing contained herein shall require the Lessor to insure the accuracy of any segregation of the same for purposes of Section 3.4 hereof. When practicable, the Lessee shall cause said furnishings, machinery, equipment, trade fixtures and all other personal property to be assessed and billed separately from the real property of the Lessor.

10. UTILITIES

Beginning on the Rent Commencement Date, the Lessee shall pay for all water, gas, heat, light, power, janitorial services and other utilities and services supplied to the Premises, together with any taxes thereon, currently estimated at Twenty-seven Cents ($0.27) per square foot per month or ($769.50) Seven Hundred and Sixty-Nine 50/100 Dollars per month. If any such services are not separately metered or charged to the Lessee, the Lessee shall pay a pro rata proportion, as part of operating expenses, based on leasable area, of all charges jointly metered or charged with other premises. The Lessor shall not be liable in damages or otherwise unless due to the Lessor's gross negligence or intentional act for any failure or interruption of any utility services being furnished to the building and no such failure or interruption shall entitle the Lessee to terminate this Lease. In no event shall the Lessor be liable for any such failure or
interruption caused by the exercise of governmental authority, strikes, riots, acts of God, war, adverse weather conditions, fire, flood or casualties or acts of third parties beyond the Lessor’s control. The operation and control of utilities, air conditioning and any other energy system is subject to compliance with any government authority governing the regulation and use of energy systems within the commercial office or industrial building structure. The Lessee shall not subject any of the mechanical, electrical, plumbing, sewer or other utility or service systems or equipment to exercise or use which causes damage to said systems or equipment. Any such damages to equipment caused by the Lessee overloading such equipment shall be rectified by the Lessee, or may, at the Lessor’s option, be rectified by the Lessor, at the Lessee’s sole cost and expense.

11. SIGNAGE

The Lessee, at Lessee’s expense, shall have the right to install signage on the building directory and at its entrance doors, subject to Lessor’s Rules and Regulations and signage criteria and approval by the City of Goleta.

12. ASSIGNMENT AND SUBLETTING

12.1 The Lessee shall not voluntarily or by operation of law sublet, assign, transfer, mortgage or otherwise encumber, or grant concessions, licenses or franchises with respect to all or any part of the Lessee’s interest in this Lease or the Premises without the prior written consent of the Lessor and Lessor’s Lender, which shall not be unreasonably withheld, conditioned or delayed. If the Lessee desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify the Lessor of its desire to do so and shall submit in writing to the Lessor (i) the name of the proposed sublessee or assignee; (ii) the nature of the proposed sublessee or assignee; (iii) the nature of the proposed sublessee’s or assignee’s business to be carried on in the Premises; (iv) the terms and provisions of the proposed sublease or assignment; (v) such reasonable financial information as the Lessor may request concerning the proposed sublessee or assignee, including, but not limited to, a balance sheet as of a date within ninety (90) days of the request for the Lessor’s consent, statements of income or profit and loss for the two (2) year period preceding the request for the Lessor's consent, and a written statement in reasonable details as to the business experience of the proposed sublessee or assignee during the five (5) years preceding the request for the Lessor’s consent; and (vi) the name and address of sublessee’s or assignee’s present or previous landlord. The Lessor may, as a condition to granting such consent, require that the obligations of any assignee which is a subsidiary or affiliate of another corporation be guaranteed by the parent or controlling corporation. Any sublease, license, concession, franchise or other permission to use the Premises shall be expressly subject and subordinate to all applicable terms and conditions of this Lease. Any purported or attempted assignment, transfer, mortgage, encumbrance, subletting, license, concession, franchise or other permission to use the Premises contrary to the provisions of this Section shall be void and, at the option of the Lessor, shall terminate this Lease.

12.2 If the Lessee is a corporation, any transfer of its stock, or any dissolution, merger or consolidation which results in a change in the control of the Lessee from the person or persons owning a majority of its voting stock immediately prior thereto, or the sale or other transfer of all
or substantially all of the assets of the Lessee shall constitute an assignment of the Lessee’s interest in this Lease within the meaning of this Article 11 and the provisions requiring consent contained herein. The Lessor may require, as a condition to giving such consent, that the new controlling person(s) execute a guaranty of this Lease. If the Lessee is a corporation which, under then current guidelines published by the California Commissioner of Corporations, is not deemed to be a public corporation, the transfer, assignment or hypothecation of any interest in such corporation in the aggregate in excess of twenty-five percent (25%) (other than a transfer occurring by operation of law upon the death of the holder of such interest) shall be deemed an assignment within the provisions of this Article.

Notwithstanding any of the foregoing to the contrary, but subject to compliance with all other provisions of this Lease (including, but not limited to, the “use” provisions hereof), Lessee may assign this Lease without Lessor’s consent, to any partnership, corporation or other entity resulting from a merger or consolidation with Lessee, or to any person or entity which acquires substantially all the assets or stock of Lessee as a going concern, (any of the foregoing being a “Permitted Successor”), provided that (i) Lessor receives ten (10) days’ prior written notice of such assignment, (ii) the Permitted Successor’s net worth, as reasonably determined by Lessor, is not less than Lessee’s net worth as of the date of this Lease or as of the date immediately prior to the assignment, whichever is greater, (iii) the Permitted Successor (or in the case of a newly formed entity, its management) has proven experience in the operation of a first-class business of a type consistent with the use of the Building, (iv) the Permitted Successor assumes in writing (the form of which shall be subject to Lessor’s approval) all of Lessee’s obligations under this Lease, and the prior Lessee is not released from any of its respective obligations or liabilities under this Lease, or any guaranty delivered to Lessor in connection with this Lease, (v) Lessor receives a fully executed copy of the assignment between Lessee and the Permitted Successor, and (vi) the primary purpose of such assignment is for legitimate business reasons unrelated to this Lease, and the assignment is not a subterfuge by Lessee to avoid its obligations under this Lease or the restrictions on assignment contained herein. Any attempted assignment in violation of the preceding sentence shall be voidable at Lessor’s option.

12.3 No subletting, assignment, license, concession, franchise or other permission to use the Premises shall relieve the Lessee of its obligations to pay the rent or to perform all of the other obligations to be performed by the Lessee hereunder. The acceptance of rent by the Lessor from any other person shall not be deemed to be a waiver by the Lessor of any provisions of this Lease.

12.4 At any time within ten (10) days after the Lessor’s receipt of the information specified in Section 12.1 above, the Lessor may by written notice to the Lessee elect (a) to sublease the Premises or the portion thereof so proposed to be subleased by the Lessee, or to take an assignment of the Lessee’s leasehold estate hereunder, upon the same terms as those offered to the proposed sublessee or assignee, as the case may be; or (b) to terminate this Lease as to the portion (including all) of the Premises so proposed to be subleased or assigned, with a proportionate abatement in the rent payable hereunder; or (c) disapprove such assignment or subletting. If the Lessor does not act within the ten (10) days, such failure to act is deemed a disapproval of such request for assignment or subletting.
12.5 Each assignee or transferee, other than the Lessor, shall assume all obligations of the Lessee under this Lease and shall be and remain liable jointly and severally with the Lessee for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements to be performed by the Lessee hereunder; provided, however, that a transferee other than an assignee shall be liable to the Lessor for rent only in the amount set forth in the assignment or transfer. No assignment shall be binding on the Lessor unless such assignee or Lessee shall deliver to the Lessor a counterpart of such assignment and an instrument in recordable form which contains a covenant of assumption by such assignee satisfactory in substance and form to the Lessor, consistent with the requirements of this Section 12.5, but the failure or refusal of such assignee to execute such instrument of assumption shall not release or discharge such assignee from its liability as set forth above.

12.6 Consent by the Lessor to any subletting or assignment shall be conditioned upon payment by the Lessee to the Lessor fifty percent (50%) of all "Transfer Consideration" (as hereafter defined) received or to be received, directly or indirectly, by the Lessee on account of such assignment or subletting. Transfer Consideration shall be paid to the Lessor at the same time or times as the same is due to the Lessee. Failure to pay the Lessor the Transfer Consideration, or any portion or installment thereof, shall be deemed a default under this Lease, entitling the Lessor to exercise all remedies available to it under law including, but not limited to, those specified in Article 12 of this Lease. "Transfer Consideration" shall mean (a) in the case of a subletting, any consideration paid or given, directly or indirectly, by the sublessee to the Lessee pursuant to the sublease for the use of the Premises, or any portion thereof, over and above the rent and any additional rent, however denominated, in this Lease, payable by the Lessee to the Lessor for the use of the Premises (or portion thereof), prorating as appropriate the amount payable by the Lessee to the Lessor under this Lease, if less than all of the Premises is sublet, and (b) in the case of an assignment or a sublease, any consideration paid or given, directly or indirectly, by the sublessee or assignee to the Lessee in exchange for entering into the sublease or assignment, but shall not include reimbursement for any security deposit, reimbursement of any improvements, fixtures or furnishings installed in the Premises by the Lessee or any payment for personal property of the Lessee not in excess of the Lessee's book value thereof. As used herein, consideration shall include consideration in any form, including, but not limited to, money, property, assumption of liabilities other than those arising under this Lease, discounts, services, credits or any other item or thing of value. Irrespective of the form of such consideration, the Lessor shall be entitled to be paid in cash in an amount equivalent to the aggregate of the cash portion of the Transfer Consideration and the value of any non-cash portion of the Transfer Consideration. If any Transfer Consideration is to be paid or given in installments, the Lessee shall pay each such installment at the time the same is to be paid or given.

12.7 The Lessee shall reimburse the Lessor for the Lessor’s reasonable costs and attorneys’ fees, not to exceed Two Thousand Five Hundred Dollars ($2,500), incurred in conjunction with the processing and documentation of any assignment, subletting, transfer, change of ownership or hypothecation of this Lease or the Lessee's interest in the Premises.
13.1 **Default by Lessee.** The occurrence of any one or more of the following events shall constitute a default of this Lease by the Lessee:

13.1.1 The vacating or abandonment of the Premises by the Lessee combined with the failure to pay rent;

13.1.2 The failure of the Lessee to make any payment of rent or any other payment required to be made by the Lessee hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from the Lessor to the Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161;

13.1.3 The failure by the Lessee to observe or perform any of the covenants, conditions or provisions of this Lease (or the covenants, conditions and restrictions governing the Project) to be observed or performed by the Lessee, other than described in Section 12.1.2 hereof, where such failure shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161; provided, further, that if the nature of the Lessee’s default is such that more than thirty (30) days are reasonably required for its cure, then the Lessee shall not be deemed to be in default if the Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

13.1.4 The making by the Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Lessee of a petition to have the Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Lessee’s assets located at the Premises, or of the Lessee’s interest in this Lease, where possession is not restored to the Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of the Lessee’s assets located at the Premises or of the Lessee’s interest in this Lease, where such seizure is not discharged within thirty (30) days.

13.2 **Remedies for Default by Lessee.** In the event of any such default, the Lessor may at any time thereafter, upon notice and demand and without limiting the Lessor in the exercise of any other right or remedy which the Lessor may have by reason of such default or breach:

13.2.1 Terminate the Lessee’s right to possession of the Premises by any lawful means, in which case this Lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Lessor. In such event, the Lessor shall be entitled to recover from the Lessee:

13.2.1.1 The worth at the time of award of the unpaid rent which has been earned at the time of termination;
13.2.1.2 The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

13.2.1.3 The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and

13.2.1.4 Any other amount necessary to compensate the Lessor for all the detriment proximately caused by the Lessee’s failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to: the cost of recovering possession of the Premises, expenses of re-leasing including necessary renovation and alteration of the Premises, reasonable attorneys' fees and any other reasonable cost. The “worth at the time of award” of the amounts referred to in subsections (1) and (2) above shall be computed by allowing interest at seven percent (7%) at the time of the award. The “worth at the time of award” of the amount referred to in subsection (3) above shall be computed by discounting such amount at one (1) percentage point above such discount rate.

13.2.2 Suspend or discontinue the services specified in Article 10 above, or any thereof, during the continuance of any such default and any such suspension or discontinuance shall not be deemed or construed to be an eviction or ejection of the Lessee.

13.2.3 Require the Lessee to make payment of all rental obligations in cash or by certified cashier's check.

13.2.4 Pursue any other remedy now or hereafter available to the Lessor under the laws or judicial decisions of the State of California, including, but not limited to, the remedy provided in California Civil Code Section 1951.4 to continue this Lease in effect.

13.2.5 The Lessor, in addition to the rights hereinbefore given in the case of the Lessee’s breach or default, may pursue any other remedy available to the Lessor at law or in equity.

13.2.6 The Lessor shall have, and the Lessee hereby grants to the Lessor, a present security interest in the improvements of the Lessee presently, or which may hereinafter be located on the leased Premises, and all proceeds therefrom in accordance with the Uniform Commercial Code of the State of California. The security interest granted by the Lessee to the Lessor hereunder shall secure the full and prompt performance and observance by the Lessee of all of the Lessee’s obligations under this Lease, and the Lessee will execute any financing statement required by the Lessor, or any other document necessary to perfect such security interest, and should the Lessee fail to do so, the Lessee authorizes the Lessor to execute such financing statements or other documents to perfect such security interest.
13.3 **Default by Lessor.** The Lessor shall not be in default of any of the obligations of the Lessor under the Lease, unless the Lessor fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days after written notice by the Lessee to the Lessor specifying wherein the Lessor has failed to perform such obligations; provided, however, that if the nature of the Lessor’s default is such that more than thirty (30) days are required for its cure, the Lessor shall not be in default if the Lessor commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event of any such default by the Lessor, the Lessee may pursue any remedy now or hereafter available to the Lessee under the laws of judicial decisions of the State of California, except that the Lessee shall not have the right to terminate this Lease except as expressly provided herein nor to set off against any payments due under this Lease. The Lessee waives any right to deduct the expenses of repairs done by the Lessor on the Lessor’s behalf from the rent and waives, except as herein provided, any of the Lessor’s obligations for tenantability of the Building or the Premises.

13.4 **Late Charges.** The Lessee acknowledges that the late payment by the Lessee to the Lessor of rent and other sums due hereunder will cause the Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on the Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from the Lessee shall not be received by the Lessor, or the Lessor’s designee, within ten (10) days after the same is due, the Lessee shall pay to the Lessor a late charge equal to five percent (5%) of such overdue amount, monthly, until such overdue amount is paid. The Lessee acknowledges that such late charge represents a fair and reasonable estimate of the cost that the Lessor will incur by reason of a late payment by the Lessee. Acceptance of such late charge by the Lessor shall in no event constitute a waiver of the Lessee's default with respect to such overdue amounts nor prevent the Lessor from exercising any of the other rights and remedies granted hereunder.

14. **CONDEMNATION OR RESTRICTION ON USE**

14.1 **Eminent Domain.** If the whole of the Premises, or so much thereof as to render the balance unusable by the Lessee, shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. No award for any partial or entire taking shall be apportioned, and the Lessee hereby assigns to the Lessor any award which may be made in such taking or condemnation, together with any and all rights of the Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give the Lessor any interest in or to require the Lessee to assign to the Lessor any award made to the Lessee for its relocation expenses, the taking of personal property and fixtures belonging to the Lessee, the interruption of or damage to the Lessee’s business and/or for the Lessee’s unamortized cost of leasehold improvements. The unamortized portion of the Lessee’s expenditures for improving the Premises shall be determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of years of the term of this Lease which shall not have expired at the time of such appropriation or taking and the denominator of which shall be the number of years of the term of this Lease which shall not have expired at the time of improving the Premises. In no event shall options to renew or extend be
taken into consideration in determining the payment to be made to the Lessee. The Lessee’s right to receive compensation or damages for its fixtures and personal property shall not be affected in any manner thereby.

14.2 **Abatement of Rent.** In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in proportion to that part of the Premises so made unusable by the Lessee.

14.3 **Temporary Taking.** No temporary taking of the Premises and/or of the Lessee's rights therein or under this Lease shall terminate this Lease or give the Lessee any right to any abatement of rent hereunder; and any award made to the Lessee by reason of any such temporary taking shall belong entirely to the Lessee and the Lessor shall not be entitled to share therein.

14.4 **Voluntary Sale as Taking.** A voluntary sale by the Lessor to any public body or agency having the power of eminent domain, either under threat of condemnation while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purpose of this Article 13.

15. **BROKERS**

The Lessor acknowledges its obligation to pay a single commission to the broker(s) specified in Item 9 of the Basic Lease Provisions, if any. The Lessee represents and warrants that it has neither incurred nor is aware of any other broker’s, finder’s, or similar fee in connection with the origin, negotiation, execution or performance of this Lease and agrees to indemnify and hold harmless the Lessor from any loss, liability, damage, cost or expense incurred by reason of a breach of this representation.

16. **LESSOR'S LIABILITY**

The term "Lessor" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Building. In the event of any transfer of such title or interest, the Lessor herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from all liability for the Lessor's obligations thereafter to be performed after the date of the transfer; provided, however, that any funds in the hands of the Lessor or the then grantor at the time of such transfer in which the Lessee has an interest shall be delivered to the grantee. The obligations contained in this Lease to be performed by the Lessor shall, subject as aforesaid, be binding on the Lessor's successors and assigns only during their respective periods of ownership.

17. **PARKING**

During the term of this Lease, the Lessee shall have the right in common with other tenants of the Building (if any) and any adjacent buildings, to use the parking area available to tenants of the Building. The Lessee’s use of such parking facilities or that of its invitees shall be limited to a maximum of the number of parking spaces shown in Item 10 of the Basic Lease Provisions (but such space will not be separately identified and the Lessor shall have
no obligation to monitor the use of such parking facility), and shall be subject to such rules and regulations as may be established, from time to time, by the Lessor for the effective use of such parking facilities. Such rules and regulations may include, but shall not be limited to, designation of specific areas for use by invitees of the Lessee and the Lessor; hours during which parking shall be available for use; parking attendants; a parking validation or other control system to prevent parking abuse; and such other matters affecting the parking operation to the end that said facilities shall be utilized to maximum efficiency and in the best interest of the Lessor, the Lessee and their respective invitees. The Lessor may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repair or alterations. The Lessor shall not have any express or implied obligation to enforce or police the parking lot usage; provided, however, that Lessor shall not authorize any other person, firm, organization or entity to use the parking lot, except for tenants of buildings in the Project and their invitees in connection with their occupancies at the Project. The Lessee's right to use any area for parking purposes shall be subject to restrictions or other limitations resulting from any laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and no such event shall in any way affect this Lease, abate rent, relieve the Lessee of any liabilities or obligations under this Lease, or give rise to any claim whatsoever against the Lessor; specifically, the Lessee's right to use any area for parking purposes shall be subject to any preferential parking program for participants in any ridesharing program established by the Lessor.

18. GENERAL PROVISIONS

18.1 Estoppel Certificate

18.1.1 The Lessee shall at any time, and from time to time, upon not less than fifteen (15) days’ prior written notice from the Lessor, execute, acknowledge and deliver to the Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are no, to the Lessee’s knowledge, uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

18.1.2 The Lessee’s failure to deliver such statement within such time shall be conclusive upon the Lessee that (i) this Lease is in full force and effect without modification except as may be represented by the Lessor, (ii) there are no uncured defaults in the Lessor’s performance, and (iii) not more than one (1) month's rent has been paid in advance.

18.1.3 If the Lessor desires to finance or refinance the Premises, or any part thereof, the Lessee shall deliver to any lender designated by the Lessor such financial statements of the Lessee as may be reasonably required by such lender. All such financial statements shall be received by the Lessor in confidence and shall be used only for the purposes herein set forth.
18.2 **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

18.3 **Time of Essence.** Time is of the essence in the performance of all terms and conditions of this Lease in which time is an element.

18.4 **Captions.** Article and Section captions have been inserted solely as a matter of convenience and such captions in no way define or limit the scope or intent of any provision of this Lease.

18.5 **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to the Lessor and the Lessee respectively at the addresses set forth before their signatures in Item 11 of the Basic Lease Provisions, or to such other or additional persons or at such other addresses as may, from time to time, be designated in writing by the Lessor or the Lessee by notice pursuant hereto.

18.6 **Waivers.** No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party’s consent to or approval of any subsequent act. The acceptance of rent hereunder by the Lessor shall not be a waiver of any preceding breach by the Lessee of any provision hereof, other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor’s knowledge of such preceding breach at the time of acceptance of such rent.

18.7 **Holding Over.** If the Lessee holds over after the expiration or earlier termination of the term hereof without the express written consent of the Lessor, the Lessee shall become a tenant at sufferance only at one hundred fifty percent (150%) of the monthly rent for the Premises then in effect for the space, in effect upon the date of such expiration or earlier termination (subject to adjustment as provided in Article 3 hereof and prorated on a daily basis), and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by the Lessor of rent after such expiration or earlier termination shall not constitute a consent to a holdover hereunder or result in a renewal. The foregoing provisions of this Section are in addition to and do not affect the Lessor’s right of re-entry or any other rights of the Lessor hereunder or as otherwise provided by law.

18.8 **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.9 **Inurement.** Subject to any provisions hereof restricting assignment or subletting by the Lessee and subject to the provisions of Article 15 hereof, the terms and conditions contained in this Lease shall bind the parties, their personal representatives, successors and assigns.

18.10 **Choice of Law.** This Lease shall be governed by the laws of the State of California.
18.11 **Subordination.** This Lease shall, at the Lessor’s option, be either superior or subordinate to mortgages or deeds of trust on the Premises, whether now existing or hereinafter created. The Lessee shall, upon written demand by the Lessor, execute such instruments as may be required, from time to time, to subordinate the rights and interest of the Lessee under this Lease to the lien of any mortgage or deed of trust on the Building. Notwithstanding any such subordination, so long as the Lessee is not in default hereunder, this Lease shall not be terminated or the Lessee’s quiet enjoyment of the Premises disturbed in the event such mortgage or deed of trust is foreclosed. In the event of such foreclosure, the Lessee shall thereupon become a Lessee of, and attorn to, the successor in interest to the Lessor on the same terms and conditions as are contained in this Lease.

18.12 **Attorneys’ Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce the provisions of this Lease, the prevailing party shall be entitled to recover actual attorneys’ fees incurred in bringing such action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of the action and shall be paid whether or not such action is prosecuted to judgment. The attorneys’ fees to be awarded to the prevailing party may be determined by the court in the same action or in a separate action brought for that purpose. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of actual attorneys’ fees and costs incurred in enforcing such judgment. The award of attorneys’ fees shall not be computed in accordance with any court schedule, but shall be made so as to fully compensate the prevailing party for all attorneys’ fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate the prevailing party for all attorneys’ fees, paralegal fees, costs and expenses paid or incurred in good faith. For purposes of this Section, attorneys’ fees shall include, without limitation, attorneys’ fees, paralegal fees, costs and expenses incurred in relation to any of the following: post-judgment motions; contempt proceedings, garnishment, levy and debtor or third party examinations; discovery; and bankruptcy litigation.

18.13 **Lessor’s Access.** After providing the Lessee with twenty-four (24) hours’ prior written notice, unless in case of emergency, the Lessor and the Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lessees, or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the Building as the Lessor may deem necessary or desirable. The Lessor may at any time place on or about the Building any ordinary "For Sale" signs and the Lessor may, at any time during the last one hundred eighty (180) days of the term hereof (or during any period in which the Lessee is in default under this Lease), place on or about the Building any ordinary "For Sale", "For Lease" or similar signs, all without rebate of rent or liability to the Lessee. Notwithstanding the foregoing, Lessor shall provide a copy of Lessee’s Premises key to the fire department, which will be located in a Knox Box at the entry of the building. Said Knox Box shall only be accessible to the fire department.

18.14 **Corporate Authority.** If the Lessee is a corporation, the Lessee shall, at the Lessor’s request, require that each individual executing this Lease on behalf of said corporation represent and warrant that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said
corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. The Lessee shall also, at the Lessor’s request, within thirty (30) days after execution of this Lease, deliver to the Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

18.15 **Surrender or Cancellation.** The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, and shall terminate all or any existing subleases, unless the Lessor elects to treat such surrender or cancellation as an assignment to the Lessor of any or all of such subleases.

18.16 **Entire Agreement.** This Lease and the exhibits hereto which by this reference are incorporated herein as though set forth in full herein, covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning the Premises and the Building, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. The Lessor has made no representations or promises whatsoever with respect to the Premises or the Building, or the design configuration of the Project, except those contained herein, and no other person, form or corporation has at any time had any authority from the Lessor to make any representations or promises on behalf of the Lessor. If any such representations or promises have been made by others, the Lessee hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding.

Except as otherwise provided herein, nothing expressed or implied herein is intended or shall be construed to confer upon or grant any person any rights or remedies under or by reason of any term or condition contained in this Lease.

18.17 **Signs.** No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed to or near any part of the outside or inside of the Building without the written consent of the Lessor, which shall not be unreasonably withheld, first had and obtained and without full compliance with all governmental requirements and with the Project Signage Plan and any other required consents. The Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of the Lessee. All approved signs shall be installed at the Lessee’s sole cost and expense. The Lessee further agrees to maintain any such approved signs, as may be approved by the Lessor, in good condition and repair at all times. The Lessee shall not place any sign on a vehicle or movable or non-movable object in or on the street adjacent to the Project.

18.18 **Interest on Past Due Obligations.** Any amount due from the Lessee to the Lessor hereunder which is not paid when due shall bear interest at seven percent (7%), from the date due until paid, but the payment of such interest shall not excuse or cure any default by the Lessee.

18.19 **Gender; Number.** Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.
18.20 Recording of Lease. The Lessee shall not record this Lease without the express written consent of the Lessor. If such permission is granted, at the expiration or sooner termination of this Lease, the Lessee shall execute, acknowledge and deliver to the Lessor, within ten (10) days after written demand from the Lessor, any quitclaim deed or other document reasonably required by any reputable title company to remove the cloud of this Lease from the title of the real property subject to the Lease.

18.21 Waiver of Subrogation. The Lessor and the Lessee each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or any damage to such waiving party or its property, or the property of others under its control, to the extent that such loss or damage is insured against under any valid and collectible insurance policy in force at the time of such loss or damage. The Lessee shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

18.22 Confidentiality of Lease. The Lessee acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of the Lessor. Disclosure of the terms hereof could adversely affect the ability of the Lessor to negotiate other leases with respect to the Building and impair the Lessor's relationship with other tenants of the Building. The Lessee agrees that it, its partners, officers, directors, employees and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the Lessor. It is understood and agreed that damages would be an inadequate remedy for the breach of this provision by the Lessee, and the Lessor shall have the right to specific performance of this provision and to injunctive relief to prevent its breach or continued breach.

18.23 Quiet Enjoyment. Provided the Lessee has performed all of the terms, covenants, agreements and conditions of this Lease, including the payment for rent and all other sums due hereof, but subject to the provisions and conditions of this Lease against the Lessor and all persons claiming by, through or under the Lessor. The Lessee's right to use the Premises and the Common Area as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and no such event shall in any way affect this Lease, abate rent, relieve the Lessee of any liabilities or obligations under this Lease or give rise to any claim whatsoever against the Lessor.

18.24 Window Coverage. The Lessor shall select a standard mini-blind type and color for all windows to be covered by the Lessee. No window covering, including, but not limited to, coatings or draperies, shall be used by the Lessee without the Lessor’s written approval.

18.25 Materials Storage Restrictions. The Lessee agrees to conduct its business so as not to violate or exceed the design standards of the fire protection system or any insurance policies maintained by the Lessor pursuant to Article 7.
18.26 **No Agency.** Neither party is the agent or partner of the other, and the legal relationship between the parties hereto shall be governed solely by the terms of this Lease when duly executed by both parties with respect to the transactions contemplated hereby.

18.27 **Force Majeure.** Notwithstanding any of the items set forth above, the Lessor shall bear no liability of whatever kind to the Lessee if, despite the Lessor's exercise of due diligence, the Lessor's carrying out of its obligations, as defined herein, is prevented or delayed by legal action, or by the exercise of governmental authority, whether federal, state or county, or other or by force majeure, strikes, riots, acts of God, war, adverse weather conditions, fire, unavoidable casualties, or acts of third parties beyond the Lessor's control.

18.28 **Accord and Satisfaction.** No payment by the Lessee or receipt by the Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

18.29 **Financial Statements.** The Lessee shall deliver to the Lessor, prior to the execution of this Lease, its financial statement, and the annual financial statements of the Lessee within ninety (90) days after the end of the Lessee's fiscal year, which shall be certified by the Lessee as true and correct. The Lessee shall also provide financial statements of any guarantor of this Lease, which shall be certified as true and correct by such guarantor. Such financial statements shall be based upon reasonable accounting principles applied on a consistent basis. The financial statement shall clearly show sufficient information to accurately depict the financial condition of the Lessee as of the date thereof. Any misrepresentations in the Lessee's statements will be considered, at the Lessor's option, as a breach of a material provision of this Lease. If the Lessee is a partnership or joint venture, such financial statements shall, upon the Lessor's request, be accompanied by similar financial statements of each general partner or joint venture of the Lessee, which such similar statements shall be certified to be true and correct by the subject thereof. Within five (5) days following written request by the Lessor delivered after any default by the Lessee in the payment of any sums owing under this Lease, whether or not any time period allowed for the cure of such default has expired, the Lessee shall provide the Lessor with copies of the Lessee's financial statement for the end of the most recent quarter of the Lessee’s fiscal year, and the Lessee's financial statement (including year to date information) for the end of the month preceding such default. In each case, such financial statement shall meet all of the preceding requirements for annual financial statements. The Lessee’s failure to deliver the financial statements contemplated hereby within the time specified shall constitute a material default by the Lessee under this Lease.

18.30 **Supersedes Proposal to Lease.** This Lease supersedes any proposals regarding the leasing of the Premises, whether written or oral, and any such proposals will be terminated, and of no force or effect, effective upon the execution of this Lease.

18.31 **Construction.** The provisions of this Lease should be liberally construed to effectuate its purposes. The language of all parts of this Lease shall be construed simply according to its plain
meaning and shall not be construed for or against either party, as each party has participated in
the drafting of this Lease and had the opportunity to have their counsel review it. Whenever the
context and construction so requires, all words used in the singular shall be deemed to be used in
the plural, all masculine shall include the feminine and neuter, and vice versa.

19. CONSTRUCTION

19.1 Lessor’s Work. Lessor shall deliver the Premises to Lessee in clean condition with all
building systems in good working order, with a code compliant turnkey build-out as shown on
Exhibit A and subject to mutually acceptable construction plans and building standard finishes,
materials and specifications. Lessee shall pay for it’s phone and data cabling costs. Lessor shall
contract directly with Trabucco Construction and PK Architecture to complete Lessor’s Work.

19.2 Punch List Items. The Lessor shall, at its expense, promptly correct all items not
conforming with the plans and specifications of which the Lessor is notified by the Lessee in
writing within ninety (90) days after the Lessee takes possession of the Premises.

19.3 Lessor’s Warranty. The Lessor warrants the Building, building systems and the Lessee’s
improvements installed in the Premises by the Lessor against any defects in materials and
workmanship of which the Lessor is notified by the Lessee in writing within one (1) year after
the date of completion of the work in question. The Lessor further warrants that the construction
of the Building and such tenant improvements will upon completion comply with all applicable
statutes, ordinances, rules, regulations, orders and requirements of governmental authorities in
effect as of the commencement of the lease term.

20. OPTIONS TO EXTEND

Provided that (1) Lessee is not then in default under any of the terms of this Lease or at
the expiration of the initial term of this Lease or the prior option term, as applicable, nor has any
event occurred which upon notice or lapse of time, or both, would create a default, and
(2) Lessee has not assigned this Lease nor sublet the Premises in whole, Lessee shall have the
option to extend the term of this Lease for one (1) additional periods of thirty-six (36) months.
This option is personal to Lessee and any Permitted Transferee and they may not be transferred
to any person or entity, whether in connection with any assignment or sublease or otherwise,
without the prior written consent of Lessor.

Should Lessee exercise the option, the terms and conditions of the extended term
shall be in accordance with the terms and conditions of this Lease, except for the provisions
relating to the Rent as provided in this Article 20.

Rent to be paid by the Lessee to the Lessor for the option period shall increase by
three percent (3%). The monthly rent for each subsequent year of the extended term shall be
increased in accordance with Section 3.5 hereof.

To exercise the option to extend, Lessee must give notice in writing of its election
to exercise such option to Lessor a minimum of one hundred eighty (180) days and a maximum
of two hundred seventy (270) days prior to expiration date.
21. ACCESSIBILITY; AMERICANS WITH DISABILITY ACT

The Premises have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.
EXHIBIT B

CONFIGURATION OF PROJECT, LOCATION OF BUILDING(S), PREMISES AND ASSOCIATED COMMON AND PARKING AREAS
EXHIBIT C

COMMENCEMENT DATE MEMORANDUM

With respect to that certain Lease (“Lease”) dated ______  ____, 2021, between Santa Barbara County Special Education Local Plan Area, a Joint Powers Education Agency (“Lessee”), and Patterson Associates, LLC, a California limited liability company (“Lessor”), whereby Lessor leased to Lessee and Lessee leased from Lessor a portion of Building 7 located at 5385 Hollister Avenue, Santa Barbara, California, consisting of approximately 2,850 rentable square feet (“Premises”), Lessor and Lessee each hereby acknowledges and certifies to the other as follows:

(1) Lessor delivered possession of the Premises to Lessee in a substantially completed condition on __________, 20__;
(2) The Rent Commencement Date is _________, 20__;
(3) Lessee is currently in possession of the Premises, and Lessor’s Work is complete, except for the following punch list items: ________________________________.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed this ___ day of ______________________, 2021.

“Lessee”

Santa Barbara County Special Education Local Plan Area, a Joint Powers Education Agency

By: ____________________________
    _________________, its ______________

“Lessor”

Patterson Associates, LLC, a California limited liability company

By: ____________________________
    Jeffrey C. Bermant
    Its: Manager
EXHIBIT D

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside of the Building without the written consent of Lessor first had and obtained and Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice to and at the expense of Lessee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Lessee by a person approved of by the Lessor.

Lessee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.

2. The directory of name identification of the Building, if any, will be provided exclusively for the display of the names and location of Lessee and other Lessees in the Building, and Lessor reserves the right to exclude any other names therefrom.

3. All sidewalks, halls, passages, exits, entrances of the Building, if any, shall not be obstructed by any Lessee or used by it for any purpose other than for ingress to and egress from its respective Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and pool are not for the use of the general public and the Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Lessor shall be prejudicial to the safety, character, reputation and interests of the Building and its Lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Lessee normally deals in the ordinary course of Lessee's business unless such persons are engaged in illegal activities. No Lessee and no employee or invitee of any Lessee shall go upon the roof of the Building without the prior consent of Lessor. For purposes of Lessee's obligations, if any, of repair and maintenance of the heating, ventilating and air conditioning systems of the Premises, Lessee shall use a maintenance firm selected or designated by Lessor unless Lessee demonstrates by written evidence reasonably satisfactory to Lessor that the rates quoted by such firm for such work are not competitive with rates quoted by one or more other firms which Lessee proposes to use.

4. Lessee may install new or additional locks or any bolts on any door of the premises; however, Lessee shall provide Lessor with access to the premises in the event of an emergency access requirement upon one hour notice.

5. Lessee shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof.

6. Lessee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises (except for customary cleaning supplies in ordinary quantities), or
permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Lessor or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.

7. Any cooking shall be limited to the use of microwave ovens for the preparation of food items, teas, hot chocolate and similar items by Lessee for its employees and business visitors. Nor shall the Premises be used for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

8. Other than stored in a proper manner allowed for by governmental ordinances and in a manner consistent with Article 5.4 of this Lease, Lessee shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Lessor. Any permitted corrosive, flammable or other special wastes shall be handled for disposal as directed by Lessor.

9. Each Lessee, upon the termination of its tenancy, shall deliver to the Lessor the keys of offices, rooms and toilet rooms, if any, which shall have been furnished the Lessee or which the Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay the Lessor therefor.

10. No Lessee shall lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the Lessor. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Lessee by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

11. Lessee shall see that the doors of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other tenants or occupants of the Building or Lessor.

12. Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.

13. Requirements of Lessee as to any matters within Lessor's obligations pursuant to its Lease will be attended to only upon application at the Lessee's address for notices. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the Lessor, and no employee will admit any person (Lessee or otherwise) to any office without specific instructions from the Lessor.
14. Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and street address of the Building of which the Premises are a part, but the street address shall not be changed unless required by a governmental agency.

15. Lessee shall not disturb, solicit or canvass any occupant of the Building and shall cooperate to prevent same.

16. Without the written consent of Lessor, Lessee shall not use the name of the Building in connection with or in promoting or advertising the business of Lessee except as Lessee's address.

17. Lessee's use of the common areas shall be limited to access and parking purposes and under no circumstances shall Lessee be permitted to store any goods or equipment, conduct any operations, or construct or place any improvements, barriers or obstructions in the common areas, or otherwise adversely affect the appearance thereof.

18. Canvassing, soliciting and peddling in the Building are prohibited and Lessee shall cooperate to prevent the same.

19. Lessee shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of its premises.

20. Lessor reserves the right to make such other and further nondiscriminatory Rules and Regulations as in its reasonable judgment may be necessary for the safety, care and cleanliness of the Premises and the Building and for the preservation of good order therein. Lessee agrees to abide by all such Rules and Regulations which are adopted.
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### SELPA Lease Agreements

**Building 5 versus Building 7**

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To: SBCSELPA JPA Board  
From: Ray Avila, SBCSELPA Executive Director 
Re: Deferrals to Regional Operators

BACKGROUND:
- This item was previously discussed with the JPA Board at the August 31, 2020 meeting.
- The California Department of Education determines the percentage that SELPAs may bill the State for AB602 funding each month. During February-May, the CDE authorizes SBCSELPA to bill 9% of total AB602 in each of those months. SELPA allocates AB602 revenue to LEAs.
- Expenditures: In alignment with the CDE percentages, SELPA also allocates 9% of total Regional Program expenses in each of those months through the PAYGO process. Money is deducted from the districts served by the program and paid to the provider for those services.
- In 2020-2021, five months of AB602 payments will be deferred to FY2021-2022. The deferrals will be: 53% in Feb, 82% Mar, Apr, May, 100% in June. (Reference VI-B.1)
- Special Education Administrators, Managers, and Business Officials (SEAMBO) requested that the JPA Board instruct the SELPA as to whether or not the Regional Program costs should also be deferred or fully paid in the months of Feb – June. (Reference VII-B.2, VII-B.3, VII-B.4)
- SEAMBO members discussed that Regional Providers will continue to incur costs on behalf of the districts and serve the students. Some of the members said that they expected to fully pay the costs just as they would pay any other provider or agency outside the SELPA. There was some worry that deferring payments would be a disincentive to operate programs in the future.

FISCAL IMPACT: Potential $5M deferrals in Regional Program expenditure payments to SBCEO as well as additional deferrals to District Regional Providers unless the Board determines that the payments should be fully paid to the operators each month and not deferred in FY20-21.

RECOMMENDATION: The JPA Board approve that the Regional Program expenses not be deferred in FY20-21 as presented.

RA/KH:lm
FY 20-21 Deferrals to 21-22

FY 20-21 Allocated

- Feb: 47%
- Mar: 18%
- Apr: 18%
- May: 18%
- Jun: 0%

Deferred:
- Feb: 53%
- Mar: 82%
- Apr: 82%
- May: 82%
- Jun: 100%

FY 21-22

- Jul: Regular 5%
- Aug: Regular 5%
- Sep: Regular 9%
- Oct: Regular 9%
- Nov: Regular 9%

Deferred:
- Jul: Deferred 100%
- May: Deferred 82%
- Apr: Deferred 82%
- Mar: Deferred 82%
- Feb: Deferred 53%
## Summary of PAYGO Expenditures for SBCEO Reg Programs in 19-20

<table>
<thead>
<tr>
<th>Amount Districts Actually Paid for SBCEO Regional Programs Feb-Jun FY 19-20:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adelante Charter</td>
</tr>
<tr>
<td>(6)</td>
</tr>
<tr>
<td>Blochman</td>
</tr>
<tr>
<td>Carpinteria</td>
</tr>
<tr>
<td>Family Partnership</td>
</tr>
<tr>
<td>Goleta</td>
</tr>
<tr>
<td>Guadalupe</td>
</tr>
<tr>
<td>Hope</td>
</tr>
<tr>
<td>Lompoc</td>
</tr>
<tr>
<td>Orcutt</td>
</tr>
<tr>
<td>SB Unified</td>
</tr>
<tr>
<td>SBCEO - Direct Svc.</td>
</tr>
<tr>
<td>SM High</td>
</tr>
<tr>
<td>SM-Bonita</td>
</tr>
<tr>
<td>SYV Consortium</td>
</tr>
<tr>
<td>Total Paid by districts Feb - Jun</td>
</tr>
</tbody>
</table>

### Revenue to SBCEO Feb - Jun

<table>
<thead>
<tr>
<th>Amount districts actually paid for SBCEO Regional Programs Feb-Jun FY 19-20:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,560,126</td>
</tr>
</tbody>
</table>
### Plan A: All Expenditures Deferred By Same Rate

SBCEO and District Program Operator Payments Would be Deferred (Example is SBCEO only)

<table>
<thead>
<tr>
<th>Deferred Each Month</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adelante Charter</td>
<td>(3)</td>
<td>(5)</td>
<td>(5)</td>
<td>(5)</td>
<td>(5)</td>
<td>(23)</td>
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<tr>
<td>Blochman</td>
<td>(799)</td>
<td>(174)</td>
<td>(174)</td>
<td>(174)</td>
<td>(201)</td>
<td>(1,119)</td>
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<tr>
<td>Carpinteria</td>
<td>(16,277)</td>
<td>(12,504)</td>
<td>(12,504)</td>
<td>(12,504)</td>
<td>(11,038)</td>
<td>(64,827)</td>
</tr>
<tr>
<td>Family Partnership</td>
<td>(19)</td>
<td>(28)</td>
<td>(28)</td>
<td>(28)</td>
<td>(30)</td>
<td>(131)</td>
</tr>
<tr>
<td>Goleta</td>
<td>(3,811)</td>
<td>(5,561)</td>
<td>(5,561)</td>
<td>(5,561)</td>
<td>(2,724)</td>
<td>(23,217)</td>
</tr>
<tr>
<td>Guadalupe</td>
<td>(7,100)</td>
<td>(9,712)</td>
<td>(9,712)</td>
<td>(9,712)</td>
<td>(1,523)</td>
<td>(37,758)</td>
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<tr>
<td>Hope</td>
<td>(441)</td>
<td>(96)</td>
<td>(96)</td>
<td>(96)</td>
<td>1,182</td>
<td>454</td>
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<tr>
<td>Lompoc</td>
<td>(237,535)</td>
<td>(346,063)</td>
<td>(346,063)</td>
<td>(346,063)</td>
<td>(125,680)</td>
<td>(1,401,403)</td>
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<tr>
<td>Orcutt</td>
<td>(113,525)</td>
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<td>(125,848)</td>
<td>(125,848)</td>
<td>(23,627)</td>
<td>(514,695)</td>
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<tr>
<td>SB Unified</td>
<td>(27,911)</td>
<td>(46,266)</td>
<td>(46,266)</td>
<td>(46,266)</td>
<td>(22,605)</td>
<td>(189,316)</td>
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<tr>
<td>SBCEO - Direct Svc.</td>
<td>(4,610)</td>
<td>(11,252)</td>
<td>(11,252)</td>
<td>(11,252)</td>
<td>(6,796)</td>
<td>(45,160)</td>
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<tr>
<td>SM High</td>
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<td>(62,097)</td>
<td>(62,097)</td>
<td>(29,337)</td>
<td>(221,081)</td>
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<tr>
<td>SYV Consortium</td>
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<td>(57,967)</td>
<td>(57,967)</td>
<td>(13,246)</td>
<td>(212,335)</td>
</tr>
<tr>
<td><strong>Total Deferred by districts Feb - Jun</strong></td>
<td>(826,867)</td>
<td>(1,284,020)</td>
<td>(1,284,020)</td>
<td>(1,284,020)</td>
<td>(422,831)</td>
<td>(5,101,759)</td>
</tr>
</tbody>
</table>

**SBCEO Revenue Deferred in Feb - Jun**

<table>
<thead>
<tr>
<th></th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBCEO Revenue Deferred in Feb - Jun</td>
<td>826,867</td>
<td>1,284,020</td>
<td>1,284,020</td>
<td>1,284,020</td>
<td>422,831</td>
<td>5,101,759</td>
</tr>
</tbody>
</table>

Amount SBCEO would be paid in 21-22
<table>
<thead>
<tr>
<th>Districts pay 100% of monthly cost</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adelante Charter</td>
<td>(6)</td>
<td>(6)</td>
<td>(6)</td>
<td>(6)</td>
<td>(5)</td>
<td>(29)</td>
</tr>
<tr>
<td>Blochman</td>
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<td>(212)</td>
<td>(212)</td>
<td>(212)</td>
<td>201</td>
<td>(1,941)</td>
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<tr>
<td>Carpinteria</td>
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<td>(15,249)</td>
<td>(15,249)</td>
<td>(15,249)</td>
<td>(11,038)</td>
<td>(87,496)</td>
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<tr>
<td>Family Partnership</td>
<td>(36)</td>
<td>(34)</td>
<td>(34)</td>
<td>(34)</td>
<td>(30)</td>
<td>(167)</td>
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<tr>
<td>Goleta</td>
<td>(7,190)</td>
<td>(6,781)</td>
<td>(6,781)</td>
<td>(6,781)</td>
<td>(2,724)</td>
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<td>Guadalupe</td>
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<td>(11,844)</td>
<td>(11,844)</td>
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<td>Hope</td>
<td>(831)</td>
<td>(117)</td>
<td>(117)</td>
<td>(117)</td>
<td>(1,182)</td>
<td>(0)</td>
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<tr>
<td>Lompoc</td>
<td>(448,178)</td>
<td>(422,028)</td>
<td>(422,028)</td>
<td>(422,028)</td>
<td>(125,680)</td>
<td>(1,839,941)</td>
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<tr>
<td>Orcutt</td>
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<td>(153,473)</td>
<td>(153,473)</td>
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<td>(56,422)</td>
<td>(56,422)</td>
<td>(22,605)</td>
<td>(244,535)</td>
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<td>SBCEO - Direct Svc.</td>
<td>(8,698)</td>
<td>(13,721)</td>
<td>(13,721)</td>
<td>(13,721)</td>
<td>(6,796)</td>
<td>(56,658)</td>
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<tr>
<td>SM High</td>
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<td>(75,728)</td>
<td>(75,728)</td>
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<td>(266,810)</td>
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<td>SM-Bonita</td>
<td>(724,899)</td>
<td>(739,572)</td>
<td>(739,572)</td>
<td>(739,572)</td>
<td>(187,604)</td>
<td>(3,131,219)</td>
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<tr>
<td>SYV Consortium</td>
<td>(47,523)</td>
<td>(70,692)</td>
<td>(70,692)</td>
<td>(70,692)</td>
<td>(13,246)</td>
<td>(272,844)</td>
</tr>
<tr>
<td>Paid by districts Feb - Jun</td>
<td>(1,560,126)</td>
<td>(1,565,879)</td>
<td>(1,565,879)</td>
<td>(1,565,879)</td>
<td>(422,831)</td>
<td>(6,680,593)</td>
</tr>
<tr>
<td>Revenue to SBCEO Feb - Jun, no deferral</td>
<td>1,560,126</td>
<td>1,565,879</td>
<td>1,565,879</td>
<td>1,565,879</td>
<td>422,831</td>
<td>6,680,593</td>
</tr>
</tbody>
</table>
September 15, 2020

TO: Dr. Ray Avila, Director
Special Education Local Plan Area (SELP A)

FROM: Denice Cora, Administrator
Makenzie Johns, District Financial Advisor

SUBJECT: Adopted Budget Analysis and Recommendations

In accordance with the provisions of Education Code Section 42127, our office has completed a review of the district’s Adopted Budget. Based on the multiyear projections and assumptions provided by the district, it appears that the district will be able to meet its financial obligations for the current and two subsequent fiscal years while maintaining the required minimum level Reserve for Economic Uncertainties (REU). We are therefore approving the district’s Adopted Budget as submitted.

Financial overview

The coronavirus pandemic has caused a precipitous decline in state revenues. In response, the Governor’s May Revision proposed state apportionment deferrals, use of reserves, and funding reductions for K-12 education to help balance its budget. Subsequent to the May Revise Budget, all Special Education Local Plan Areas (and their member districts) are experiencing an increase in ongoing state special education revenues. The Enacted State Budget includes $545 million provided in ongoing resources to equalize Assembly Bill 602 and $100 million to increase funding for students with low-incidence disabilities. In addition, the budget includes a new Special Education base funding formula for the 2020-21 fiscal year that calculates allocations to SELPAs based on the ADA reported for the SELPA for the current fiscal year, the most recent prior fiscal year, or the second most recent prior fiscal year (whichever is greatest) and continues to allocate funds to SELPAs. This increased, ongoing allocation to the new base funding formula results in a 2020-21 base rate of $625 per ADA. The SELPA’s administration will update its budget with the First Interim Report to account for changes in funding as well as to reflect the board approved allocations of the prior year fund balance.

General Fund Reserve

The SELPA is projecting an operating surplus in its general fund of approximately $101,000. This increase, when added to the estimated beginning balance of approximately $2,807,000, results in a projected ending balance of approximately $2,908,000.
Cash flow

The Enacted State Budget includes significant deferrals of state apportionment payments, including the Special Education AB 602 apportionment, in the months of February through June, 2021. Due to the projected magnitude of the deferrals of AB 602 funding, we recommend that the SELPA review the impact of the deferrals on their cash flow and ensure that sufficient cash remains available to meets its financial obligations.

Conclusion

Thank you for providing documentation—particularly the board-approved multiyear projections—that supports the district's budget approval. The multiyear projections, with accompanying narrative and assumptions, were helpful in our analysis of the Adopted Budget and in verifying the district’s fiscal condition.

We are aware that the information provided reflects the district's current financial position and assumptions and that further adjustments will be made during the year as additional data becomes available. We hope that these comments will be helpful to the district administration and governing board as you plan for the remainder of this year and further develop your multiyear projections.

We wish to express our appreciation to the district staff for their cooperation during this review. If our office can be of further assistance, please call us.

c
Margaret Slater, Office Assistant
Kim Hernandez, Accountant/Business Official
Bill Ridgeway, Assistant Superintendent
Dr. Susan Salcido, County Superintendent of Schools
September 15, 2020

TO: SELPA

FROM: Bill Ridgeway, Assistant Superintendent
Administative Services

SUBJECT: Approval of Fiscal Year 2020-21 Adopted Budget

As required by Education Code Section 42127, our office has reviewed your district’s Adopted Budget. As a result of our analysis, I am pleased to notify you that your budget is approved as submitted.

We have conducted a detailed analysis of the budget using the best data available and have concluded it is consistent with the State-Adopted Criteria and Standards, or that there are reasonable and valid explanations for not meeting them.

If you have any questions, please feel free to contact me at ext. 5700.

ad

c
Denice Cora, Administrator
Makenzie Johns, District Financial Advisor
Dr. Susan Salcido, County Superintendent of Schools
Date: November 2, 2020

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: CDE Approval of SBCSELPA 2020-2021 Local Plan Revision

BACKGROUND:

- At the onset of the 2019-2020 school year, the CDE directed all SELPAs to revise their Local Plans, utilizing a set of templates with a new format that the CDE generated. Guidelines were provided to SELPAs by CDE and the State SELPA Association as to how to facilitate the revision work.

- The SBCSELPA followed the guidelines provided and completed the revision work during the first half of the 2019-2020 school year. Beginning in February of 2019, SBCSELPA staff followed the process for vetting the revised documents and seeking LEA, JPA, and SBCEO approvals.

- The SBCSELPA submitted the revised Local Plan with all approvals secured to the CDE on June 30, 2020.

- On August 4, 2020, the SBCSELPA received the attached confirmation letter (REF: VIII-B.1) acknowledging the revised local plan had been reviewed and accepted by the CDE.

- All 25 LEA’s that SBCSELPA supports in our County have been notified of this acceptance. The revised Local Plan is now for public view on the SBCSELPA website.

RA:lm
Dear SELPA Director Avila:

The Focused Monitoring and Technical Assistance Unit V (FMTA V) in the Special Education Division at the California Department of Education (CDE) acknowledges the receipt, review, and acceptance of the recent submission of the Special Education Local Plan Area (SELPA) Local Plan by the Santa Barbara SELPA. The SELPA may implement the Local Plan for the 2020-21 fiscal year.

The 2021-22 fiscal year Local Plan submission deadline is June 30, 2021. Local Plan submission materials for 2021-22 will be made available at a later date.

If you have any questions, please contact FMTA V through the SELPA Local Plan email box SELPALocalPlan@cde.ca.gov or by directly contacting a FMTA V staff member. Please determine your SELPA’s geographically-assigned FMTA V Consultant by following the link and scrolling to the bottom of the CDE Local Plan Webpage https://www.cde.ca.gov/sp/se/ds/lclpln.asp for email and telephone information.
Date: November 2, 2020

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Procedural Handbook, Section 2, Assessment, Revision (First Reading)

BACKGROUND:

➢ The SBCSELPA hired Lisa Foote, as the new AT/AAC Specialist in September 2020. Ms. Foote has reviewed and revised the “Assistive Technology (AT), Augmentative and Alternative Communication (AAC) Assessment Guidelines,” in Section 2 of the SBCSELPA Procedural Handbook. The necessary updates and changes to Section 2 are indicated on the attached copy.

➢ Additionally, Lisa created the “Guide for Consideration of Assistive Technology,” and the “Assistive Technology for Access to Curriculum Assessment Referral Form.” The necessary updates and changes to Section 2 are indicated on the attached copy. (REF: VIII-C.2 & VIII-C.3)

➢ The revisions and forms were previously presented to the SEAM group. District/LEA special education administrators support the proposed revisions.

FISCAL IMPACT: No impact.

RECOMMENDATION: The JPA Board approve the first reading of the proposed revisions and forms to Procedural Handbook, Section 2, Assessment, for second reading as presented.

RA:lm
ASSISTIVE TECHNOLOGY (AT)
AUGMENTATIVE AND ALTERNATIVE COMMUNICATION (AAC)
ASSESSMENT GUIDELINES

I. AT Regulations

As per IDEA July 7, 2017, Sec. 300.105 Assistive technology Regulations,
(a) Each public agency must ensure that assistive technology devices or assistive technology services, or both, as those terms are defined in §§300.5 and 300.6, respectively, are made available to a child with a disability if required as a part of the child’s—

(1) Special education under §300.39;
(2) Related services under §300.34; or
(3) Supplementary aids and services under §§300.42 and 300.114(a)(2)(ii).

(b) On a case-by-case basis, the use of school-purchased assistive technology devices in a child’s home or in other settings is required if the child’s IEP Team determines that the child needs access to those devices in order to receive FAPE.

II. Augmentative and Alternative Communication (AAC)

AAC is used by people who, some or all of the time, cannot rely on their speech. AAC incorporates the individual's full communication abilities and may include any existing speech or vocalizations, gestures, manual signs, and aided communication. AAC is multimodal, permitting individuals to use every mode possible to communicate. Over time, the use of AAC may change, although sometimes very slowly, and the AAC systems chosen today may not be the best systems tomorrow.

AAC users encounter difficulty communicating via speech due to congenital and/or acquired disabilities occurring across the lifespan. These conditions include but are not limited to autism, cerebral palsy, dual sensory impairments, genetic syndromes, intellectual disability, multiple disabilities, hearing impairment, disease, stroke, and head injury.

Unaided Versus Aided Communication

Typically, AAC includes unaided and aided modes of communication. Unaided modes of communication include non-spoken means of natural communication (including gestures and facial expressions) as well as manual signs and American Sign Language (ASL). These modes of communication often require adequate motor control and communication partners who can interpret the intended message. Aided modes of communication include those approaches that require some form of external support, such as a communication boards with symbols (e.g., objects, pictures, photographs, line drawings, visual-graphic symbols, printed words, traditional orthography) or computers, handheld devices, or tablet devices with symbols that generate speech through synthetically produced or recorded natural (digitized) means.

For individuals with severe disabilities, it can be helpful to encourage (and teach) both unaided and aided modes of communication. Individuals may need to be taught when it is appropriate to use different modes of communication. For example, the individual may sign when interacting with parents at home but may use a picture-based system or speech generating device (SGD) with other communication partners. Individuals with very complex needs and a limited communication repertoire can learn to use different systems in different contexts.
IEP teams are required to consider the need for AT or AAC for all students as part of the IEP process. IEP teams are required to consider the need for AT or AAC by determining how and if it can help the student attain their goals and objectives. It is the IEP team’s responsibility to determine where a student’s deficits are and to write goals to address those deficits. The next step is for the IEP team to consider the need for accommodations, such as AT or AAC, that will best assist the student in meeting those goals.

**Decision Making About AAC Systems and Interventions**

The currently accepted evidence by American Speech-Language-Hearing Association suggests there are no specific prerequisites (e.g., age, cognitive, linguistic, motor) for getting started with AAC. A number of AAC options are available to begin the intervention process. Ideally, the decision to introduce AAC should be made in consultation with the IEP team. However, no individual should go without communication, and all individuals should have access to AAC systems that promote effective communication.

AAC should also be considered for individuals who have some speech or speech that is unintelligible to unfamiliar listeners. These individuals may use AAC to augment their communication. Other individuals may use speech in low-demand contexts but choose to use AAC to augment their communication in high-demand contexts. The presence of speech should not preclude the consideration of AAC as a support.

**Decisions When Choosing Aided AAC**

Choosing an aided AAC system requires careful consideration of an individual’s cognitive and developmental level, current skills, strengths, and needs, but it is important not to restrict the individual’s potential. Assessment strategies can lead to an understanding of:

- Options for different symbols, systems, and access modes
- The contexts where the individual must communicate
- The skills and supports available to partners
- The profile of the individual, including: vision, hearing, sensory-motor, motivation, cognitive, linguistic, literacy skills, and current modes of communication

**III. AT/AAC Assessment Considerations**

The following considerations are evaluated during the assessment:

1. The Eligibility for Special Education
   a. Low incidence disability

2. Present Levels
   a. Academic Performance
   b. Communication skills
   c. Fine and Gross motor abilities
   d. Cognitive level
   e. Attitude and motivation of the student

3. Current Accommodations in the IEP
   a. need for low tech vs. high tech AT or AAC
b. time or workload accommodations
c. staff support
d. environmental/classroom supports

4. Academic tasks needed to be accomplished in school
   a. writing tasks including taking notes and homework
   b. reading tasks including reading at home
   c. other subjects: Math, History, Science
   d. executive functioning tasks to support learning
   d. Adaptive Daily Skills tasks if included in curriculum
   e. Transitional or Vocational tasks if included in curriculum
   f. Community Access (Mobility and Accessibility) if included in curriculum

IV. IEP Team AT/AAC Needs Assessment

At an IEP meeting IDEA regulations require that the IEP Team determine if the student would benefit from the use of AT or AAC, to assist them in meeting their IEP goals. For instance, if the student has a writing goal that requires them to write a three-paragraph report, but the student has very poor fine motor skills, fatigues quickly, and is a very poor speller, the IEP team needs to consider how AT might assist the student in meeting that goal. In addition, if a student has difficulty with communication, the IEP team may consider how AAC might assist the student in meeting a communication or academic goal. If the IEP Team determines AT or AAC would provide the student with additional access to academics and communication, the IEP Team would complete the SBCSELPA Guide for Consideration of Assistive Technology form and review the Special Factors page (5), any and all of the accommodations currently listed in the drop down menus for each category on the Accommodations page (6A) in the IEP and update as appropriate. The IEP Team can then discern if any additional accommodations, strategies, or AT can be incorporated or trialed by the IEP team and school staff at that time.

Through discussion of Assistive Technology, the IEP Team will determine if a student presents the need for AT or AAC that is outside the scope of the special education case manager or other related service providers and an additional assessment for Assistive Technology is necessary. If so, at this time, the IEP team would start the referral process for AT/AAC Specialist assessment.

It is the role of the AT/AAC Specialist to: facilitate a team based assessment process, to observe and assess the student in their classroom environment(s) performing academic or other school based tasks that may supported through use of AT or AAC, to provide recommendations to match appropriate AT or AAC to assist the student in performing those tasks related to attaining their goals, to initiate and facilitate AT or AAC device trials with student and staff as part of assessment process, and to provide follow up training and support of recommended AT or AAC to ensure that the technology chosen is a good fit for student, family, and the team that will result in increasing the student’s functional performance and participation in related school tasks and communication.

V. AT/AAC Assessment Procedures

1. SBCSELPA Guide for Consideration of Assistive Technology and SBCSELPA
   Assistive Technology for Access to Curriculum Assessment Referral Form are
completed by an IEP Team member and sent to LEA special education administrator for review and signature.

a. For AAC specific referral, updated cognitive levels and receptive/expressive language levels will need to be formally assessed by school psychologist and speech language pathologist within 1 year prior to AAC Assessment:

i. Student’s initial or triennial was last school year, AT/AAC Specialist will review the IEP Team assessment reports

ii. Student is currently in Triennial year and IEP team would like to refer for AAC Assessment. The AAC Assessment AP will be generated after the triennial testing is completed and reviewed so AT/AAC Specialist has most current updated levels.

iii. Student’s Initial or Triennial Assessment was 2 years ago. LEA will generate an AP for the School Psychologist and Speech Language Pathologist to do brief targeted assessment to prepare for AAC Assessment and provide those results to AT/AAC Specialist as part of the AAC Assessment pre-referral documentation.

a. By request, the SBCSELPA AT/AAC Specialist can consult with school psychologist in modification of standardized assessment materials in order for student to access the testing and psych to generate approximate cognitive/developmental level of student needed for AAC Assessment.

2. SBCSELPA Guide for Consideration of Assistive Technology and SBCSELPA Assistive Technology for Access to Curriculum Assessment Referral Form are sent to the SBCSELPA AT/AAC Specialist.

3. AT/AAC Specialist logs referral date, and reviews student’s information in the Guide, Referral form, current IEP, most recent IEP Team assessment reports, and any previous AT related or other assessment reports that are applicable.

4. AT/AAC Specialist contacts Case Manager to coordinate sending out AP based on the Specialist’s availability to schedule assessment date(s)

5. LEA sends out the AP to parent

6. Case Manger emails signed AP to the AT/AAC Specialist, AP date is logged

7. AT/AAC Specialist coordinates with case manager to schedule the IEP meeting based on assessment schedule and 60-day timeline from date of signed AP.

8. AT/AAC Specialist works with IEP team to: complete assessment at school site, implements any applicable AT device trials, and facilitates device trials with SLP (AAC only) during 60 day timeline.
9. AT/AAC Specialist generates AT/AAC Assessment Report and uploads to SIRAS prior to IEP meeting

10. AT/AAC Specialist reviews AT/AAC Report and Recommendations at IEP meeting. Special Factors page and Accommodations are revised as needed. Any additional AT/AAC supported IEP goal is added to IEP as needed.

11. LEA procures any needed/additional AT/AAC and related accessories/materials with support from the SBCSELPA AT/AAC Specialist. (Coordinate loaner technology or device as needed)

12. IEP team begins implementation of chosen/recommended AT/AAC and documents student performance and collects data to determine effectiveness of the trialed technology.

13. AT/AAC Specialist schedules at least one follow-up school site visit to review implementation and provide any additional training or troubleshooting related to same.

14. If the trialed technology is determined to be appropriate by the IEP Team and AT/AAC Specialist, the LEA will purchase the technology through Low Incidence Funds

VI. Parent Requested AT/AAC Assessment Procedures

As with other areas of assessment, parents or guardians have the right to request an AT or AAC assessment. District Special Education staff need to be prepared to address a parent or guardian’s request for AT. In order to determine what it is the parent or guardian is seeking, they need to discuss the student’s goals and objectives and how AT relates to those goals, etc. They also need to ask the parent or guardian which IEP goal it is that the parent feels the student cannot accomplish without the use of AT. During this discussion in the IEP, the SBCSELPA Guide for Consideration of Assistive Technology is completed.

If the IEP team believes an assessment is needed for Assistive Technology, the SBCSELPA Assistive Technology for Access to Curriculum Assessment Referral Form is completed and assessment referral procedures are begun as described in above section. The AT/AAC Assessment Plan is created and presented to the parent or guardian at step 5 as described in above section. Please note that that timeline of when AT/AAC Assessment Plan is sent out by LEA to parent may vary depending on if additional assessment by the IEP team members is needed prior to the AT/AAC Assessment.

VII. AT/AAC Specialist Additional Services

The SBCSELPA AT/AAC Specialist provides the following additional services when indicated or requested:

1. Staff, student, parent training
2. Guidance for data collection and analyzing data
3. Additional research to support recommendations
4. Recommendations for alternatives if the technology was not successful
5. Vendor information for purchasing or other training
6. On-going support and consultation for implementation of technology
7. Professional development to SBCSELPA county wide staff on Assistive Technology devices and software.

VIII. Summary of Assistive Technology Considerations

The use of Assistive Technology devices and or software with an individual student is a process of trial and error. Conducting an assistive technology assessment (formal or informal) with consult or input from a district’s occupational therapist or speech language pathologist is a starting point. Using Assistive Technology devices and or software can be a successful accommodation with a student if supported by the teacher, the parent or guardian, and the student’s willingness to use the AT, whether it is no tech, low tech, or high tech. Make sure the student is willing to use the AT before it is purchased.

IX. Additional Resources for Assistive Technology

All special educators should be aware of and have access to the basic research-based AT materials available in the field such as: iOS/PC accessibility features and Chrome extension applications: word prediction, microphone for dictation/voice typing and voice memos, bluetooth keyboards, Google Read and Write, Kami, Snap and Read Universal, Kidspiration, Inspiration, Draft:Builder, Co:Writer, Write:Outloud, Read: Out loud, Simon Spells It Out, pencil grips, raised line paper, slant boards, graphic organizers, color coded organizational tips, NCR notebooks, hand-held spell checkers, Start-to-Finish series, etc.

Districts could consider providing Special Education staff with the Assistive Technology Assessment: Developing a Written Productivity Profile by Denise C. DeCoste, published by Don Johnston, Inc. $99.00/individual, $999.00/district-wide from www.donjohnston.com. This assessment allows the teacher to compare the student’s handwriting ability to his/her keyboarding ability. If the evaluation indicates that a computer for word processing is warranted, then this would be an appropriate AT accommodation recommendation by the IEP team.

Assistive Technology online resources:


Quality Indicators for Assistive Technology (QIAT) https://www.qiat.org/

10-5-2020
GUIDE FOR CONSIDERATION OF ASSISTIVE TECHNOLOGY

If a request is made for an AT assessment, these questions can guide a discussion of the consideration of AT:

1. What task(s) does the student need to do/what are the curriculum demands?
2. What is the student’s present level of performance on these tasks -- how is he/she currently completing these tasks?
3. If parent request, are the parents using certain technologies at home that are making these tasks easier to complete or offer more independence for the student?
4. What, if any, AT has been tried with this student at school? What was the outcome?

Motor Aspects of Writing and Writing Process
Please indicate what types of accommodations you have tried. Have they worked? Y/N

<table>
<thead>
<tr>
<th>Environmental and seating adaptations</th>
<th>Paper/Digital Photo or Picture Supports with words</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adapted pencil/pen/other writing utensil</td>
<td>Paper/Digital Sentence Strips, Paragraph Frames</td>
</tr>
<tr>
<td>Adapted/specialized papers</td>
<td>Paper/Digital Word or Phrase Banks</td>
</tr>
<tr>
<td>Slant board</td>
<td>Paper/Digital Graphic Organizers</td>
</tr>
<tr>
<td>Letter/number tiles/cards/stamps</td>
<td>Paper/Digital Writing templates</td>
</tr>
<tr>
<td>Word Processing/Keyboarding</td>
<td>Word Prediction</td>
</tr>
<tr>
<td>Speech to Text/ Voice Keyboarding</td>
<td>Voice Recording for gathering ideas</td>
</tr>
<tr>
<td>Alternative mouse or keyboard</td>
<td>Text to Speech/screen reader for edits</td>
</tr>
<tr>
<td>Alternative to Pencil: pointing, eye gaze, partner assisted scanning</td>
<td>Alternative multimedia software or apps for alternative expression (make slides, videos, books, drawings)</td>
</tr>
<tr>
<td>Dictation to Adult Scribe</td>
<td>PDF editing apps to digitize work</td>
</tr>
</tbody>
</table>

Does the student have/need other supports (e.g. OT) to address any motor, visual-motor or sensory issues that are interfering with the motor aspects of writing?

________________________________________________________________________________________

Does the student have/need other supports (e.g SLP) to address language skills that are interfering with the composition of writing?

_______________________________________________________________________________________
### Reading Decoding and Comprehension:

Please indicate what types of accommodations you have tried. Have they worked? Y/N

<table>
<thead>
<tr>
<th>Accommodation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book adapted for physical, visual access</td>
<td>Text Reader (text to speech)</td>
</tr>
<tr>
<td>Low-Tech modifications to text (change readability, mark text)</td>
<td>Text/Screen Reader with study skill support (Read and Write, Snap and Read Universal)</td>
</tr>
<tr>
<td>Pictures with words or text</td>
<td>PDF Reader/OCR conversion application (Kami)</td>
</tr>
<tr>
<td>Alternatives to standard printed text (audio, Braille, large print, digital)</td>
<td>Software/Apps to change Lexile</td>
</tr>
<tr>
<td>Low or High Tech visual scanning assist (ruler, bookmark, finger, digital visual tracking)</td>
<td>Modify digital text or screen (font style, size, color, contrast)</td>
</tr>
<tr>
<td>Staff/Adult reads to student</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Does the student need any other supports (e.g. Vision, SLP) to address issues that are interfering with decoding or comprehension?

---

### Math

Please indicate what types of accommodations you have tried. Have they worked? Y/N

<table>
<thead>
<tr>
<th>Accommodation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variety of manipulatives (regular or adapted)</td>
<td>Smart Chart/Visual Supports</td>
</tr>
<tr>
<td>Virtual Manipulatives</td>
<td>Graph or other Adaptive paper</td>
</tr>
<tr>
<td>Number tiles/cards/stamps</td>
<td>Math Graphic Organizers</td>
</tr>
<tr>
<td>Adapted time devices</td>
<td>Digital Math Toolbars for writing equations</td>
</tr>
<tr>
<td>Adapted measuring devices</td>
<td>Math specific software or apps (writing, drawing, typing equations)</td>
</tr>
<tr>
<td>Alternative Calculators (large, talking, graphing, money, digital)</td>
<td>Speech to Text /Voice recording</td>
</tr>
</tbody>
</table>

Does the student need any other supports (language/concept skills) to address issues that are interfering with math?

---
Learning and Executive Functioning

Please indicate what types of accommodations you have tried. Have they worked? Y/N

<table>
<thead>
<tr>
<th>Environmental and Seating adaptations</th>
<th>Paper/Digital Organizers, Planners or Calendars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fidgets</td>
<td>Photo/video/audio recording of information</td>
</tr>
<tr>
<td>Visual Schedules and Checklists</td>
<td>Voice memo to set reminders for tasks</td>
</tr>
<tr>
<td>Folders/Containers/Boxes/Bins</td>
<td>Visual Timers/watches</td>
</tr>
<tr>
<td>Color Coding, Highlighters</td>
<td>Timed digital reminders</td>
</tr>
<tr>
<td>Tabs and Post-its</td>
<td>Study guides or copy of notes</td>
</tr>
</tbody>
</table>

ADDITIONAL INFORMATION OR COMMENTS (continue on back if necessary):

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
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________________________________________________________________________________________
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________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Has the IEP team tried all currently available tools to support this student? If not, what other tools or accommodations can be tried now?  
Yes  No

Does the IEP team need more information? 
Yes  No

Does the IEP team need more specialized input from AT/AAC Specialist? 
Yes  No

Does the student need an AT/AAC assessment for access to curriculum or communication needs? 
Yes  No

Staff Signature: ___________________________  Title: _______________________________________

School/District: ____________________________ Date: _______________________________________
ASSISTIVE TECHNOLOGY FOR ACCESS TO CURRICULUM
ASSESSMENT REFERRAL FORM

Please complete and scan/email to SBCSELPA AT/AAC Specialist prior to LEA generating the assessment plan for an AT/AAC assessment

Please use this form to supply relevant information so that SBCSELPA AT/AAC Specialist may conduct a proper assessment. Add any information that is pertinent to the assessment, including parent concerns and requests.

<table>
<thead>
<tr>
<th>Student Name:</th>
<th>Grade:</th>
<th>DOB:</th>
</tr>
</thead>
<tbody>
<tr>
<td>School/District:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPED Placement:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eligibility and disability:</td>
<td>ELL?:</td>
<td></td>
</tr>
<tr>
<td>Relevant Medical Diagnosis (if any):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Triennial Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Manager:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this referral concurrent with Tri?:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Who Requested Assessment?   Date: 
Name/Title of staff completing form:   Date: 
Special Education Administrator Review:   Date: 

AT Assessment Focus:

What does the IEP team want the student to be able to do that they are not currently able to do?

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

What specific instructional or educationally relevant areas would the team like to see addressed during the AT assessment?

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Are there any parent/guardian questions or concerns related to AT or AAC?

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
Student Background Information:

Does the student have language or speech issues affecting communication/access to curriculum?
*please see page 5 for AAC referral information

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Does the student have motor/mobility or sensory processing issues affecting access to curriculum?
*please see page 6 for complex or low incidence needs information

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Does the student have vision or hearing issues affecting access to curriculum?
*please see page 6 for complex or low incidence needs information

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Does the student have behavioral, self-regulation, attention or memory issues affecting access to curriculum?

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Does the student have any other health issues affecting access to curriculum?

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Additional information that would impact AT assessment or student’s use of AT:

___________________________________________________________________________________________
___________________________________________________________________________________________

Student Technology Use:

Is the student currently utilizing any technology within the classroom, if so, what? Please be specific to the platform/devices your school or district is using, e.g. laptops, Chromebooks, iPads.

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Please list any device/software/apps, or other programs the student currently uses and for what purpose:

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
Has any additional assistive technology been used with student in past? If so, what was outcome?
___________________________________________________________________________________________
___________________________________________________________________________________________

Is the student currently utilizing any assistive technology at home, if so, what?
___________________________________________________________________________________________
___________________________________________________________________________________________

**Student Academic Functioning**

<table>
<thead>
<tr>
<th>Writing Motor and Process</th>
<th>Instructional Level</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spelling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Composition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Editing/Revising</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handwriting Legibility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Typing and word processing skills:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use of word prediction/spell/grammar check?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is student open to using word processing tech instead of paper/pencil?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the student accomplish written tasks (paragraphs, essays, short answers) appropriate for their grade level?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Writing Accommodations Being Used (what works, what doesn’t work):
___________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Reading</th>
<th>Instructional Level</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decoding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comprehension:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the student read text independently?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Does student need to access grade level text?

Reading Accommodations Being Used (what works, what doesn’t work):

___________________________________________________________________________________________
___________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Math</th>
<th>Instructional Level</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handwriting Legibility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visual Organization of Equations on paper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can student read word problems/instructions?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Math Accommodations Being Used (what works, what doesn’t work):

___________________________________________________________________________________________
___________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Learning and Executive Functioning</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the student keep track of and hand in assignments independently?</td>
<td></td>
</tr>
<tr>
<td>Does the student take adequate notes? If not, how does student obtain class notes?</td>
<td></td>
</tr>
<tr>
<td>Does the student complete tests independently?</td>
<td></td>
</tr>
<tr>
<td>Does student keep school materials organized?</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

Learning/Executive Functioning Accommodations Being Used (what works, what doesn’t work):

___________________________________________________________________________________________
___________________________________________________________________________________________


**AAC and Complex or Low- Incidence Needs Referral Information**

<table>
<thead>
<tr>
<th>Communication</th>
<th>Developmental Level/Age Eqv.</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cognitive (School Psych)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receptive Language: (Student can understand)</td>
<td></td>
<td>□ Single Words   □ Phrases</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ 1 step direction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Multi-step directions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Does not appear to understand words</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Gestures: □1 step □ multi-step</td>
</tr>
<tr>
<td>Expressive Language</td>
<td></td>
<td>□ Indicates Y/N □ Wants/Needs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Social Interaction □ Protest</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Comment □ Access to curriculum</td>
</tr>
<tr>
<td>Current means of communication?</td>
<td>□ Vocalizations</td>
<td>□ Facial Expressions</td>
</tr>
<tr>
<td></td>
<td>□ Signing</td>
<td>□ Gestures/Point</td>
</tr>
<tr>
<td></td>
<td>□ Eye Contact/Gaze</td>
<td>□ Speech</td>
</tr>
<tr>
<td></td>
<td>□ Object Interaction</td>
<td>□ Other</td>
</tr>
<tr>
<td>Communication Partners:</td>
<td>□ Family</td>
<td>□ Teachers/Staff</td>
</tr>
<tr>
<td></td>
<td>□ Peers</td>
<td>□ Friends</td>
</tr>
<tr>
<td></td>
<td>□ Other</td>
<td></td>
</tr>
<tr>
<td>Communication Intent?</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Communication Reliable?</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td></td>
<td>□ Consistent</td>
<td>□ Inconsistent</td>
</tr>
<tr>
<td>Does student use or has previously used any type of AAC?</td>
<td>□ Objects</td>
<td>□ Photos</td>
</tr>
<tr>
<td></td>
<td>□ Photos</td>
<td>□ Pictures/Symbols</td>
</tr>
<tr>
<td></td>
<td>□ Pictures/Symbols</td>
<td>□ Switches</td>
</tr>
<tr>
<td></td>
<td>□ Static Display</td>
<td>□ Dynamic Display</td>
</tr>
<tr>
<td></td>
<td>□ Dynamic Display</td>
<td>□ App or Software</td>
</tr>
<tr>
<td></td>
<td>□ App or Software</td>
<td>□ Eye Gaze System</td>
</tr>
<tr>
<td></td>
<td>□ Other</td>
<td></td>
</tr>
</tbody>
</table>

**Communication Accommodations Being Used (what works, what doesn’t work):**

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

Briefly describe this student’s academic program, assistance levels needed, types of daily tasks/activities and assignments, level of independence or assistance across different settings/times of day across school campus.

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

Briefly describe this student’s school/classroom environment and any environmental or classroom modifications that may be supporting or challenging the student’s function.

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________
<table>
<thead>
<tr>
<th>Complex and Low Incidence Needs</th>
<th>Vision</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Blind □ Low Vision □ CVI □ Field Cuts □ Ocular Motor □ Acuity □ Strabismus □ Nystagmus □ Glasses □ Other</td>
</tr>
<tr>
<td></td>
<td>AT Additional Information:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hearing</td>
</tr>
<tr>
<td></td>
<td>□ Deaf □ Hearing Impairment</td>
</tr>
<tr>
<td></td>
<td>□ Hearing Aid □ Cochlear Implant □ Hearing Assistive Technology</td>
</tr>
<tr>
<td></td>
<td>HAT Additional Information:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobility</td>
</tr>
<tr>
<td></td>
<td>AT/OT/PT Additional Information:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Motor Control</td>
</tr>
<tr>
<td></td>
<td>□ Voluntary Motor Control □ Involuntary Motor Control □ Head □ Mouth □ Eyes □ Arms □ Hands □ Fingers □ Legs □ Feet</td>
</tr>
<tr>
<td></td>
<td>OT/PT Additional Information:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current Technology</td>
</tr>
<tr>
<td></td>
<td>□ Switches □ Adaptive Mouse □ Adaptive Keyboard □ Touch Screen □ Eye Gaze System (low/high tech) □ Other</td>
</tr>
<tr>
<td></td>
<td>AT Additional Information:</td>
</tr>
</tbody>
</table>

Briefly describe this student’s academic program, assistance levels needed, types of daily tasks/activities and assignments, level of independence or assistance across different settings/times of day across school campus.
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Briefly describe this student’s school/classroom environment and any environmental or classroom modifications that may be supporting or challenging the student’s function.
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
Thank you so much for taking the time to share this important information about your student to prepare for the AT/AAC Assessment.
Date: November 2, 2020

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Tri-Counties Regional Center (TCRC)/SBCSELPA, Part C, Interagency Agreement Annual Review

BACKGROUND:

- Per Local Plan policy, the JPA Board shall approve all Interagency Agreements (IAAs).

- The SBCSELPA Coordinator, Jennifer Connolly, and Eulalia Apolinar, TCRC Assistant Director of Services & Support, reviewed the IAA agreement.

- The letter of review is attached with a copy of the agreement.
Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: March 4, 2020
To: Eulalia Apolinar, TCRC Assistant Director of Services & Support
From: Jennifer Connolly, SBCSELPA Coordinator
Re: Letter of Review – Interagency Agreement – TCRC (Part C)

➢ Per the Interagency Agreement between Tri-Counties Regional Center and Santa Barbara County Special Education Local Plan Area - Part C, Section XIII, Annual Review:

“The Supplement for Children Birth to Three Years of Age under Part C of the Individuals with Disabilities Education Act (IDEA), Section II of the Interagency Agreement between Santa Barbara County SELPA and Tri-Counties Regional Center will be reviewed annually for renewal of the terms and conditions or to make recommendations for changes.

If by mutual agreement, both parties agree to the same terms and conditions for one (1) additional year, then a Letter of Review will be signed and submitted as an attachment to the existing Interagency Agreement.

If by mutual agreement, both parties recommend changes to the current Interagency Agreement, TCRC and SBCSELPA will meet to make necessary changes.”

➢ Interagency Agreement between TCRC and SBCSELPA (Part C) was last approved June 10, 2019.

➢ The Interagency Agreement between Tri-Counties Regional Center and Santa Barbara County Special Education Local Plan Area for Implementation of Part C of Individuals with Disabilities Education Act was reviewed in February 2020 and no changes were deemed necessary.

CONFIRMED BY:

Ray Avila, SBCSELPA Executive Director

Jennifer Connolly, SBCSELPA Coordinator

Omar Noorza, Executive Director
Tri-Counties Regional Center

Date
3/4/20

Date
8/5/2020
INTERAGENCY AGREEMENT

BETWEEN

TRI-COUNTIES REGIONAL CENTER

AND

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

For Implementation of Part C of the Individuals with Disabilities Education Act

APPROVED:

June 10, 2019
I. INTRODUCTION

This Interagency Agreement has been developed to comply with the permanent regulations implementing California’s Early Intervention Services Act, SB 1085. It was originally developed as a collaborative effort with input from representatives of the Santa Barbara County Special Education Local Plan Area (SBCSELPA), Tri-Counties Regional Center (TCRC), Area Board IX (currently State Council on Developmental Disabilities), and the Family First Program of Alpha Resource Center of Santa Barbara, a Family Resource Center, and recently updated jointly by SBCSELPA and TCRC.

The Agreement applies to infants and toddlers ages birth up to 36 months of age who are either eligible with TCRC or identified individuals with exceptional needs who are the responsibility of a local education agency of the SBCSELPA or both.

The intent of this document is to:

1. Clarify, determine and coordinate each agency’s responsibility to each infant or toddler and his/her family, including which services are to be provided by either TCRC or SBCSELPA or both.
2. Establish a means for joint planning to occur, which will ensure that local resources will be developed and utilized in the most effective manner including:
   a. Commitment of resources based on identified needs;
   b. The elimination of duplication of services;
   c. Delineation of the collaboration of fiscal responsibilities in providing needed services to the infant or toddler.
3. Establish and maintain an attitude of respect and partnership which will facilitate communication and collaboration between agencies.
4. Ensure that each agency conforms to legislative mandates and to the intent of such mandates.

II. PURPOSE

The purpose of this agreement is to describe the responsibilities of Tri-Counties Regional Center (TCRC) and Santa Barbara County Special Education Local Plan Area (SBCSELPA) relating to the implementation of Part C of the Individuals with Disabilities Education Act (hereinafter referred to as "Part C") and its implementing regulations. This agreement will define the components necessary to ensure effective cooperation and coordination between the two agencies in respect to referral procedures, assessment procedures, Individualized Family Service Plan (IFSP), transition procedures, service coordination, provision of services and payor of last resort, procedural safeguards, surrogate parents, and dispute resolution.
III. PARTIES

The parties to this agreement are Tri-Counties Regional Center and Santa Barbara County Special Education Local Plan Area. By entering into this agreement the SBCSELPA and TCRC agree to comply with the terms of this document.

IV. TARGET POPULATION

This agreement applies to activities and services performed on behalf of infants and toddlers, birth up to 36 months of age, and their families, who are eligible for early intervention services under Part C, as defined in California statute, regulations, and policies. California Senate Bill 1085, Government Code Section 95014 (a) further defines the eligible population. TCRC and SBCSELPA shall be responsible for child find and public awareness activities related to their respective responsibilities to the groups of infants and toddlers that each agency is mandated to serve. Child find activities are coordinated through the Family Resource Center in collaboration with TCRC and SBCSELPA.

V. PAYOR OF LAST RESORT

A. Financial Responsibility

1. Definition - Payor of last resort means the regional center or Local Education Agency (LEA) is ultimately responsible to arrange, provide, or pay for appropriate Early Intervention Services listed on the IFSP when third party payers or other agencies do not have an obligation to pay as required by 34 CFR 303.527. Other providers or payors shall include insurance, community resources, and other agencies.

2. Regional Center - The Regional Center will be the payor of last resort for all Part C eligible infants or toddlers who are served by Regional Center as defined by state law and policies, and the annual state application. This includes infants who may be eligible for both Regional Center and special education services. It will not include infants with solely low incidence visual, hearing, or severe orthopedic impairments, or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.

3. Local Education Agency - The LEA (SBCSELPA) will be the payor of last resort for those infants or toddlers with solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.
4. Dually Served - For infants and toddlers and their families who are eligible to receive services from both a regional center and a local education agency, the regional center shall be the agency responsible for providing or purchasing appropriate IFSP early intervention services that are beyond the mandated responsibilities of the local education agency. The local education agency shall provide special education services up to its funded program capacity.

B. Maintenance of Effort

Although TCRC is the designated payor of last resort for children jointly served by TCRC and SBCSELPA, the LEA shall provide early intervention services to infants who meet both agencies' eligibility criteria provided the LEA does not exceed its 1980-81 mandate or current year funded capacity, whichever is greater, as follows:

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<tr>
<th>1980-81 Mandates</th>
<th>2004-05 Funded Capacity</th>
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<tr>
<td>42 infants</td>
<td>8.96 x 14 = 125 infants</td>
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</table>

Subsets of the SBCSELPA’s funded capacity shall be established in the respective regions of the county where Early Start programs operate. For example, for the 2013-14 school year, these maximum service levels shall be as follows:

- South County: 57
- Santa Ynez Valley: 6
- Lompoc: 32
- Santa Maria: 30
- Total: 125

When the LEA reaches its funded capacity in a given region, based upon the above criteria, TCRC will be responsible for providing early intervention services to all dually eligible infants. TCRC may contract with the LEA for the provision of services to dually eligible infants who are identified in excess of the LEA’s funded capacity.

<table>
<thead>
<tr>
<th>SBCSELPA</th>
<th>TCRC</th>
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<tbody>
<tr>
<td>1. An LEA serving infants prior to October 1, 1993, will continue to serve non-categorical infants at their 1980-81 numbers</td>
<td>1. If a child is determined to be no longer eligible for Part C services, TCRC will discharge in accordance with standard practice and applicable regulations.</td>
</tr>
<tr>
<td>2. The LEA is under no obligation to continue the Regional Center provided services prior to the LEA referral.</td>
<td>2. If the child is solely low incidence, TCRC will refer the child to the LEA.</td>
</tr>
</tbody>
</table>

By September 1 of each year, SBCSELPA will notify TCRC of its funded capacity for the upcoming school year.
VI. PROGRAM IMPLEMENTATION POLICIES

For the purpose of this agreement and pursuant to SB 555, “Native language” means the language normally used or the preferred language identified by the individual and, when appropriate, his or her parent, legal guardian or conservator, or authorized representative.

A. Referral Procedures

The Local Education Agency and Regional Center shall work cooperatively to meet the needs of all children eligible for services under Early Start Part C of the Individuals with Disabilities Education Act (I.D.E.A.). The term, “eligible infant or toddler” means infants and toddlers from birth to three years of age who demonstrate a developmental delay in one or more of the following five areas: cognitive development; physical and motor development, including vision and hearing; communication development; social or emotional development; or adaptive development. The other qualifying criteria are high risk and established risk, including solely low incidence impairments.

TCRC and SBCSELPA agree to use the Tri-Counties Early Start Program Inquiry/Referral (“ESE”) form as a common interagency initial inquiry document. (Note: All forms are included in the Appendix to this agreement). TCRC shall function as the single point of entry for families of Early Start infants and toddlers. The agency that receives the referral will notify the other agency. A copy of the (ESE) Inquiry/Referral Form will be sent using a HIPPA compliant method to the second agency within 2 business days.

The party to be notified of the referral at TCRC is the Services and Supports Manager (or designee). The party to be notified for SBCSELPA is the Administrator of Special Education, County Education Office (or designee). TCRC agrees to notify LEA when a referral of an infant or toddler with a solely low incidence visual, hearing, or orthopedic impairment is received pursuant to this agreement. The 45 day time-line begins on the day the oral or written referral is received by either TCRC or SBCSELPA. A parent or legal representative must give consent prior to the exchange of information between agencies. TCRC and SBCSELPA assure that all referral, assessment, and IFSP-related information will be exchanged in a timely manner.

B. Family Resource Center Referral

In recognition of the importance of early parent-to-parent support and collaboration, the Interim Service Coordinator, upon initial contact with the family, will provide the family with the information regarding the Family Resource Center (Alpha Resource Center of Santa Barbara). With the family’s consent a copy of the ESE Inquiry/Referral Form will be sent using a HIPPA compliant method to the Family Resource Center. The Family Resource Center has no eligibility criteria. Families can benefit from Family Resource Center contact regardless of Early Start eligibility.

When the IFSP is developed, information regarding the Family Resource Center will again be shared with the family, as well as information regarding other community resource agencies and services.
C. Evaluation and Assessment Procedures for Determining Eligibility for Early Start Services

The determination of eligibility for an infant or toddler shall be made by qualified personnel of the regional center or LEA. The determination shall be made with the participation of the multidisciplinary team including the parent.

TCRC or SBCSELPA, as appropriate, shall ensure that written notice is provided and written parental consent to evaluate and assess is obtained within the 45-day timeline. If the SBCSELPA is not at funded capacity in a given region, infants and toddlers will be jointly evaluated by TCRC and SBCSELPA staff. The initial multi-agency, multi-disciplinary evaluation and assessment must be completed within the 45-day timeline in the family’s native language and address the following developmental areas: level of physical and motor development including vision, hearing, and health status; communication development; cognitive development; social or emotional development; and adaptive development.

Regional centers, LEAs and multidisciplinary teams shall not presume or determine eligibility, including eligibility for medical services provided through the Department of Health Care Services, for any other state or local government program or service when conducting evaluations or assessments of an infant or toddler or their family.

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<tr>
<th>D.</th>
<th>SBCSELPA</th>
<th>TCRC</th>
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<tbody>
<tr>
<td>1.</td>
<td>All cases regarding children suspected of being eligible for services under Part C will be referred to TCRC within 2 days of identification.</td>
<td>1. All cases regarding children suspected of being eligible for services under Part C will be evaluated for eligibility services.</td>
</tr>
<tr>
<td>2.</td>
<td>The LEA is responsible for providing services to solely low incidence children birth to three years of age. Low incidence disabilities are defined as severe disabling conditions that include hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof (E.C. 56425).</td>
<td>2. If solely low incidence eligibility can be determined without TCRC assessment, then TCRC will refer directly to the LEA infant contact person. If TCRC conducts assessment, as soon as “solely low incidence” eligibility is determined, TCRC shall make a referral to the LEA within two business days. (Govt. Code 95000)</td>
</tr>
<tr>
<td>3.</td>
<td>If a child is 2 years, 10 months of age or more, the LEA will accept referral for educational assessment and recommendations regardless of disabling condition.</td>
<td>3. If a child is 2 years, 10 months of age or more and is referred to TCRC, then TCRC shall refer (with parental consent) to the LEA for educational assessment and recommendations regardless of disabling condition.</td>
</tr>
<tr>
<td>4.</td>
<td>For an initial referral received 60-46 days prior to a child’s 3rd birthday, LEA will:</td>
<td>4. For an initial referral received 60-46 days prior to a child’s 3rd birthday, TCRC will:</td>
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<tr>
<td></td>
<td></td>
<td>• During intake interview, inform parent about initiation of LEA</td>
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</table>
- Upon receipt of referral, immediately give Notice of Special Education Referral to parent
- Within 15 days, give parent either: Assessment Plan or Prior Written Notice
- Complete assessment and hold IEP within 60 days, but no later than the 3rd birthday (whichever comes first)
- If available, will consider Early Start assessment information with LEA assessment data.

referral and obtain written parent consent for permission to give intake information to the LEA so they can consider initiating immediate assessment for special education eligibility.
- Send referral cover sheet, early start inquiry and parent consent form to LEA within 2 business days.

5. For an initial referral received 45 days or less prior to a child’s 3rd birthday, LEA will:
- Upon receipt of referral, immediately give Notice of Special Education Referral to parent
- Within 15 days, give parent either:
  - Assessment Plan or
  - Prior Written Notice
- If available, LEA will consider Early Start assessment information along with LEA assessment data.
- Complete assessment and hold IEP no later than the 3rd birthday (whichever comes first)

5. For an initial referral received 45 days or less prior to a child’s 3rd birthday, TCRC will:
- work closely with the LEA to ensure a timely referral by immediately sending a referral to LEA with written parent consent, including referral cover sheet and early start inquiry, so that LEA and TCRC can conduct concurrent assessments to determine eligibility for services.

E. Assessment Procedures for Service Planning

Assessment means, with written notice to parents and written parental consent, the ongoing procedures used by appropriate qualified personnel throughout the period of an infant’s or toddler's eligibility to identify the following:

1. The infant's or toddler's unique strengths and needs and services appropriate to meet those needs.

2. The resources, priorities, and concerns of the family and the supports and services necessary to enhance the family's capacity to meet the developmental needs of their infant or toddler.

3. Family assessments shall be family-directed and voluntary on the part of the family.
F. Service Coordination

Service coordination is an early intervention service and must be provided under public supervision. The role of the Service Coordinator is to facilitate implementation of the IFSP and to coordinate services with other agencies and persons. The Service Coordinator must be knowledgeable about eligible infant and toddler programs, Part C law and regulations, nature and scope of services under Part C of I.D.E.A., and system of payments for services.

It is agreed that the agency which initiates the evaluation with the family assumes the role of Interim Service Coordinator until the IFSP Service Coordinator is identified at the initial IFSP meeting. The interim service coordinator is responsible for ensuring the completion of the initial Individualized Family Service Plan (IFSP) within the 45-day timeline.

Service coordination means the activities carried out by a service coordinator to assist and enable an eligible infant or toddler and family to receive the rights, procedural safeguards, and IFSP services authorized.

TCRC and SBCSELPA assure that contacts shall be available at all times during the year.

G. Individualized Family Service Plans

Each child eligible for services under Part C must have an Individualized Family Service Plan. The evaluation, assessment, and meeting to develop the IFSP must be held within 45 calendar days from the time of referral. All IFSP meetings shall be in the native language of the family and the IFSP shall be in writing in the family’s native language.

SBCSELPA/LEA will initiate IFSP meetings for infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof. For dually served infants or toddlers, Service Coordinators will initiate IFSP meetings. TCRC will initiate IFSP meetings for infants or toddlers who are served solely by regional center.

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant or toddler served by the two agencies. The initial IFSP meeting will be held within 45 days of the receipt of the referral. If assessment cannot be completed within 45 days due to unique family circumstances, an interim IFSP may be written. Documentation of family status with proposed follow up will be added to the child’s file.

IFSP format and content will comply with Part C and California Early Start regulations and policies. The agencies will use a common IFSP form. Both parties must agree to any modifications made to this form. The form will be reviewed annually to determine if modifications are necessary.
An IFSP meeting must be conducted annually to evaluate the IFSP for a child and the child’s family. Also, a review of the IFSP for a child and the child’s family must be conducted every six months or more frequently if conditions warrant. The review may be carried out by a meeting or by another means that is acceptable to the parent and other participants.

For infants or toddlers who are dually served, any changes made to the IFSP must be documented on the Plan and a copy must be sent to the other agency for their records. Both agencies agree to coordinate the implementation of the IFSP for infants and toddlers and their families who are dually served.

As early start services are year round, the LEA and Tri-Counties Regional Center will ensure the provision of services during periods of school vacations when services are required on the IFSP. The LEA will provide services for infants or toddlers who are dually served or solely low incidence and TCRC will provide services for families of infants or toddlers who are eligible for regional center services and beyond SBCSELPA’s funded program capacity. It should be noted that periods of time without services can be written into the IFSP, if the family agrees to a short break in services.

The agency’s representative attending the IFSP meeting will have the authority to sign the IFSP document for their respective agency. TCRC and SBCSELPA shall be responsible for the provision of appropriate early intervention services in accordance with Part C of the Individuals with Disabilities Education Act and Section V of this Agreement.

All services must be provided and monitored by appropriate qualified personnel. Services to the families are to provide the “...supports and services necessary to enhance the capacity of the family to meet the developmental needs of the child.” It is understood that the level, type, frequency, and provider of services may change upon transfer of a case between agencies.

The IFSP meeting should be conducted in the family’s native language. SBCSELPA will provide interpreters or translators at IFSP meetings for families of infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually served infants or toddlers to SBCSELPA’s funded program capacity. TCRC will provide interpreters or translators at IFSP meetings for families of infants or toddlers who are eligible for regional center services and beyond SBCSELPA’s funded program capacity. When a toddler reaches the age to exit the Part C program, interpreters or translators will be provided by either SBCSELPA or TCRC as specified above.

<table>
<thead>
<tr>
<th>Age By January 31st</th>
<th>SBCSELPA</th>
<th>TCRC</th>
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<tr>
<td></td>
<td>1. The LEA requests a list that includes the number of students, their birthdays, and general area (zip code)</td>
<td>1. TCRC will send a list that includes the number of students, their birthdays, and general area (zip code)</td>
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<tr>
<td>2-3 to 2-9</td>
<td>1. The LEA designee shall confirm receipt of invitation and attend the TPC/IFSP between 2-3 and 2-9.</td>
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</table>
| 1. Transition planning procedures begin at least six months prior to a toddler's third birthday (17 CCR § 52140) | 1. During the TPC/IFSP, the LEA designee shall participate in the discussion of the transition steps as part of the IFSP including:  
- Assessment process  
- Timelines  
- Eligibility criteria  
- IEP meeting process  
- Review possible preschool program and service options  
- Suggest a notification/referral date at least 90 days prior to the child's third birthday |
<p>| | 1. The LEA will notify TCRC of the date the notification/referral is received |
| 2-6 to 2-9 | 1. TCRC will send the notification/referral as discussed at the TPC/IFSP and no later than 90 days prior to the child’s third birthday, which will include: |</p>
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<tr>
<td></td>
<td>Name, date of birth, and parent contact information</td>
<td></td>
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<td></td>
<td>Referral may include other information with parent consent</td>
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<tr>
<td>1a. If a child has a summer birthday, then TCRC will make every effort to send the notification/referral before the end of the school year.</td>
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<tr>
<td>2. Upon receipt of the notification/referral the LEA will send the assessment plan within 15 days to the parents for signature.</td>
<td>2. TCRC will notify current program(s) service providers of referral to the LEA.</td>
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<td></td>
<td>• The LEA will, with parent/guardian consent, assess the child as needed and make program recommendations as appropriate.</td>
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<td>2-9 to 2-11</td>
<td>1. The LEA will schedule an initial IEP team meeting to include parent/guardian, TCRC service coordinator (with parent permission), and all other appropriate personnel. The IEP will be developed and implemented by the child’s third birthday.</td>
<td>1. TCRC service coordinator may attend the IEP meeting, with parent/guardian consent.</td>
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<td></td>
<td>• The final IFSP may be held concurrently with the initial IEP team meeting.</td>
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H. Transition Procedures (IFSP)

All children receiving Early Start services are potentially eligible for special education and related services at age three and will be referred to the LEA. The purpose of transition is to begin planning for service options as the child with exceptional needs approaches age 3. The child who is served by either an LEA or Regional Center shall have the benefit of transition planning from the infant services program to the preschool services operated by an LEA under Part B of the Individuals with Disabilities Education Act. The service coordinator shall notify the LEA where the toddler resides that there will be a transition planning conference/IFSP (TPC/IFSP), requiring attendance of an LEA representative to establish a transition
plan in the IFSP not fewer than 90 days and not more than 9 months before the toddler’s third birthday in accordance with 34 CFR 303.209 and 303.344.

The child's transition from current Early Start Programs and services into a new program(s) requires adjustments by the child and family and cooperation among the agencies that provide these programs. The steps for transition will be included in the IFSP.

SBCSELPA will develop and implement transition steps for infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually served infants or toddlers to SBCSELPA's funded program capacity. TCRC will develop and implement transition steps for other infants or toddlers who are eligible for regional center early intervention services. The Service Coordinator also will be responsible for contacting the local receiving school district when appropriate to participate in transition planning with the family.

I. Transfer Procedures

TCRC and SBCSELPA agree to follow the transfer procedures as outlined in Section 52111 of the regulations implementing California’s Early Intervention Services Act, SB 1085. TCRC and SBCSELPA shall accept out-of-state transfer children with an effective IFSP as long as they meet California Early Start eligibility.

VII. PROCEDURAL SAFEGUARDS

The Santa Barbara County IFSP process assures a timely, comprehensive, multi-disciplinary evaluation for each infant/toddler from birth to 3 years of age and their family. If eligible, the infant/toddler and family have the right to appropriate Early Intervention Services.

Both parties will abide by the Procedural Safeguards as outlined in the Federal Law and accompanying regulations. Appeals may involve issues of eligibility, evaluation, assessment, placement, provision of appropriate services, or content of the records of an infant or toddler. TCRC and SBCSELPA agree to advise the other party when an appeal is initiated on behalf of an infant or toddler who is dually served. This is to ensure that the appeal is filed with the appropriate party. Also, TCRC and SBCSELPA recognize the importance and value to infants and toddlers of using informal means to promptly resolve eligibility and service appeals. This, however, does not abridge the right of appeal. Below is a summary of the procedural safeguards:

A. Written parental consent must be obtained prior to conducting evaluations, assessments, and beginning Early Intervention Services.

1. The LEA or Regional Center shall make reasonable efforts to ensure that the family is aware of the nature of the evaluation, assessment, and/or services available.
2. Parents will be informed that they have a right to decline any or all of these services.

B. Parents are to be notified, in their native language, of meetings when issues of eligibility and services are discussed. This includes identification, beginning or modifying services, and denial of evaluation, services, or placement.

1. Meetings shall be held at mutually agreeable times that are convenient to families.

2. Written notice shall be given to the family.

3. Parents have the right to confidentiality of personally identifiable information.

4. Parents have the right to invite anyone of their choosing to assist them at meetings.

5. Parents have the right to utilize administrative process to resolve complaints. Procedures for complaints and due process hearings shall be available to parents.

6. Parents have the right to be informed of the location of records, and the policies and procedures regarding the maintenance of records. Parents have the right to access the child’s Early Intervention records.

VIII. SURROGATE PARENTS

A surrogate parent will be appointed by TCRC and/or SBCSELPA when no parent can be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; or, the infant or toddler is a dependent of the juvenile court and parental rights have been limited by the court or relinquished. A surrogate parent may represent a child in all matters related to the evaluation and assessment of a child, the development and implementation of the child’s IFSP including annual evaluations, assessments, and periodic reviews, the ongoing provision of early intervention services, requesting mediation or due process hearings and any other intervention service established under Part C of the Individuals with Disabilities Education Act.

TCRC and SBCSELPA agree to collaborate in the recruiting, training and appointing of surrogate parents (volunteers). With volunteers’ consent, SBCSELPA will share with TCRC names of surrogate parents from existing lists.

For infants and toddlers with a solely low incidence disability or any combination thereof and for dually served infants and toddlers, SBCSELPA will be responsible for determining whether an infant or toddler needs a surrogate parent and for assigning a surrogate to represent the child. TCRC will be responsible for determining whether an infant or toddler
needs a surrogate parent and for assigning a surrogate for infants and toddlers who are served solely by regional center.

The agency that has responsibility for assigning a surrogate parent to an individual child shall also be responsible for ensuring that the surrogate has no interest that conflicts with the interests of the infant or toddler he or she represents, ensuring that the surrogate has knowledge and skills that ensure adequate representation of the infant or toddler, and ensuring that the surrogate parent is not an employee of any regional center, LEA or service provider involved in the provision of early intervention services to the infant or toddler.

IX. **INTERAGENCY DISPUTE RESOLUTION**

TCRC and SBCSELPA agree to work cooperatively to minimize interagency disputes and, when such disputes occur, both agencies will seek a speedy resolution. Local disputes that may occur between TCRC and SBCSELPA are defined below:

A. Which agency is responsible for the infant and family evaluation and assessment, service coordination, and the development and implementation of the IFSP; and,

B. Which agency is responsible for the provision/purchase of appropriate early intervention services.

Nothing in these dispute resolution procedures precludes a parent or agency from initiating a due process hearing request (which may involve a disagreement regarding the eligibility of the infant) or filing a compliance complaint.

TCRC and SBCSELPA agree to the principles and steps listed below to resolve disputes:

A. Every attempt will be made to resolve the dispute as soon as possible between the individuals involved.

B. Every attempt will be made to resolve the dispute at the lowest possible administrative level.

C. When TCRC and SBCSELPA have a dispute that cannot be resolved between them, they may do any of the following:

1. Request mediation/facilitation in writing by a mutually agreeable agency.

2. Request technical assistance from DDS and/or CDE.

D. If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for a state-level review and resolution.
X. STATUS OF SERVICE DURING AN INTERAGENCY DISPUTE

During the pendency of a dispute between TCRC and SBCSELPA, a child must continue to receive the early intervention services currently being provided as identified and agreed to in the IFSP.

XI. ASSIGNMENT OF FINANCIAL RESPONSIBILITY

During the pendency of an interagency dispute, DDS will assign financial responsibility in accordance with the Budget Act (Section 12, Article 4 of the Constitution of the State of California) and consistent with the California Early Intervention Services Act, SB 1085, Bergeson statutes of 1993.

XII. TRAINING

TCRC and SBCSELPA agree to participate in joint training of staff regarding the implementation of Part C. Future joint training may be held when new procedures are developed or this agreement is substantially modified. Both agencies agree to share information about conferences or workshops pertinent to the implementation of Part C. Staff will be informed of the contents of this Agreement.

XIII. ANNUAL REVIEW

The Supplement for Children Birth to Three Years of Age under Part C of the Individuals with Disabilities Education Act (IDEA), Section II of the Interagency Agreement between Santa Barbara County SELPA and Tri-Counties Regional Center will be reviewed annually for renewal of the terms and conditions or to make recommendations for changes.

If by mutual agreement, both parties agree to the same terms and conditions for one (1) additional year, then a Letter of Review will be signed and submitted as an attachment to the existing Interagency Agreement.

If by mutual agreement, both parties recommend changes to the current Interagency Agreement, TCRC and SBCSELPA will meet to make necessary changes.
INTERAGENCY AGREEMENT

This agreement shall commence on the effective date of approval by the signature. It shall remain in effect until any revisions are mutually agreed upon or either party provides 20 days written notice to terminate.

CARY MATSUOKA, Chairperson
Santa Barbara County SELPA
Joint Powers Agency Board
Date: 6/10/19

Ray Avila, Executive Director
Santa Barbara County SELPA
Date: 4/23/19

OMAR NOORZAD, Executive Director
Tri-Counties Regional Center
Date: 6/17/2019
# Certificate Of Completion

**Envelope Id:** 7118D62C845E4A3CAF857721DAB36D79  
**Status:** Sent  
**Subject:** Please DocuSign: SELPA MOU - 2019 Continuation.pdf  
**Document Type:**  
**Source Envelope:**  
**Document Pages:** 17  
**Signatures:** 1  
**Certificate Pages:** 5  
**Initials:** 0  
**Envelope Originator:** Cathy Berry  
**AutoNav:** Enabled  
**Envelope Stamping:** Enabled  
**Time Zone:** (UTC-08:00) Pacific Time (US & Canada)  
**520 East Montecito St.**  
**Santa Barbara, CA 93103**  
**cberry@tri-counties.org**  
**IP Address:** 68.6.91.127  
**Record Tracking**  
**Status:** Original  
**8/4/2020 4:04:32 PM**  
**Holder:** Cathy Berry  
**cberry@tri-counties.org**  
**Location:** DocuSign  

## Signer Events

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<tr>
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<td>Omar Noorzad</td>
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## In Person Signer Events

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<tbody>
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<td>Sent: 8/5/2020 10:28:45 AM</td>
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<td>Resent: 8/10/2020 1:49:41 PM</td>
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- **Accepted:** 4/16/2013 3:47:04 PM  
  - **ID:** 843492bb-1899-4cdd-8ab4-ccb86b06e0fd

- **Accepted:** 7/30/2013 10:37:44 AM  
  - **ID:** bc4cc3ac-db06-4261-854b-1c146f9fd220

## Certified Delivery Events

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<td>VIEWED</td>
<td>Sent: 8/5/2020 10:28:45 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Resent: 8/10/2020 1:49:41 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Viewed: 8/12/2020 9:30:46 AM</td>
</tr>
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## Electronic Record and Signature Disclosure:

- **Accepted:** 10/29/2012 3:11:58 PM  
  - **ID:** 34314381-46cc-46f9-adc0-d9ebf47d8bf0

**Security Level:** Email, Account Authentication (Optional)
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<tbody>
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<td>Status</td>
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</tr>
<tr>
<td>Witness Events</td>
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<td>Timestamp</td>
</tr>
<tr>
<td>Notary Events</td>
<td>Signature</td>
<td>Timestamp</td>
</tr>
<tr>
<td>Envelope Summary Events</td>
<td>Status</td>
<td>Timestamps</td>
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<tr>
<td>Envelope Sent</td>
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<td>Payment Events</td>
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<td>Timestamp</td>
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<tr>
<td>Electronic Record and Signature Disclosure</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONSUMER DISCLOSURE
From time to time, Tri-Counties Regional Center (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.
How to contact Tri-Counties Regional Center:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dlange@tri-counties.org

To advise Tri-Counties Regional Center of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dlange@tri-counties.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Tri-Counties Regional Center
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dlange@tri-counties.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Tri-Counties Regional Center
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
  i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:
  ii. send us an e-mail to dlange@tri-counties.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.
We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

<table>
<thead>
<tr>
<th>Operating Systems:</th>
<th>Windows2000¬ or WindowsXP¬</th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsers (for SENDERS):</td>
<td>Internet Explorer 6.0¬ or above</td>
</tr>
<tr>
<td>Browsers (for SIGNERS):</td>
<td>Internet Explorer 6.0¬, Mozilla FireFox 1.0, NetScape 7.2 (or above)</td>
</tr>
<tr>
<td>Email:</td>
<td>Access to a valid email account</td>
</tr>
<tr>
<td>Screen Resolution:</td>
<td>800 x 600 minimum</td>
</tr>
</tbody>
</table>
| Enabled Security Settings: | o Allow per session cookies  
o Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to
other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the “I agree” button below.

By checking the “I Agree” box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Tri-Counties Regional Center as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Tri-Counties Regional Center during the course of my relationship with you.
Date: November 2, 2020

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: November and December 2020 Professional Development

➢ To Register go to [https://sbcselpa.k12oms.org/](https://sbcselpa.k12oms.org/)

### November 2020

<table>
<thead>
<tr>
<th>November</th>
<th>Host</th>
<th>Time/Location</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/3/2020</td>
<td>SBCSELPA</td>
<td>8:30-11:30 All county</td>
<td>Jan Tomsky Legal ‘Hot Topics in Special Education’</td>
</tr>
<tr>
<td>11/3/2020</td>
<td>SBCSELPA</td>
<td>2:00-2:00 All M/M Teachers</td>
<td>Mild/Moderate Teachers Network Meeting</td>
</tr>
<tr>
<td>11/4/2020</td>
<td>SBCSELPA</td>
<td>2:00-3:00 All M/S Teachers</td>
<td>Moderate/Severe Teachers Network Meeting</td>
</tr>
<tr>
<td>11/5/2020</td>
<td>SBCSELPA</td>
<td>8:30-3:00 Zoom, North SBC</td>
<td>One-Day Refresher, Nonviolent Crisis Prevention Intervention</td>
</tr>
<tr>
<td>11/19/2020</td>
<td>SBCSELPA</td>
<td>8:30-3:00 Zoom, South SBC</td>
<td>One-Day Refresher, Nonviolent Crisis Prevention Intervention</td>
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</tbody>
</table>

### December 2020

<table>
<thead>
<tr>
<th>December</th>
<th>Host</th>
<th>Time/Location</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/3/2020</td>
<td>SBCSELPA and Diagnostic Center, S.CA</td>
<td>TBD Zoom provided by DCSoCA</td>
<td>Make a Play: Promoting Social Emotional, Communication, and Cognitive Development through Play (For Preschool/Kindergarten, SLPs, OT, Para Educators, Parents, Psychologists)</td>
</tr>
<tr>
<td>12/9/2020</td>
<td>SBCSELPA and C.A.P.T.A.I.N.</td>
<td>2:00-3:30 Zoom All County</td>
<td>Evidence Based Practices in Autism by C.A.P.T.A.I.N.</td>
</tr>
<tr>
<td>12/10/2020</td>
<td>SBCSELPA and Diagnostic Center, S. CA</td>
<td>12:00-3:00 Zoom Provided by DCSoCA</td>
<td>Autism Spectrum Disorder (ASD): What Every Para Educator Should Know (For Para Educators working with Students with ASD)</td>
</tr>
</tbody>
</table>

**Santa Barbara County Special Education Local Plan Area**
A Joint Powers Agency
Date: November 2, 2020

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: Update on Professional Development provided by SBCSELPA from August to October 2020

BACKGROUND:

- In support of staff development efforts during school closures surrounding COVID-19, SBCSELPA has continued to offer FREE online Professional Development opportunities to staff countywide via Zoom Conferencing from August to October.

- Interested participants must sign up for each Professional Development through SBCSELPA OMS:
  2. OMS online registration calendar.
  3. Select training from the OMS calendar link and complete work email and information for the registration. No personal emails are accepted.

- A Zoom link and the presentation materials are sent to the participant after registration is completed for the professional development. Staff are encouraged to register a couple days before the training.

- The Professional Development Offerings is updated monthly with additional events.

- To date during the months of August through October, SBCSELPA has offered Professional Development to 1,170 participants in the Santa Barbara County and beyond during the months of August through October.

JC:lm
# 2020-21 LEA/District Cost Associated with Due Process

## SBCSELPA Account Balances

<table>
<thead>
<tr>
<th>School/Charter</th>
<th>2020-21 Expended to Date</th>
<th>Carryover Funding</th>
<th>Allocation</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adelante Charter</td>
<td>$ 5,804.00</td>
<td>$ 5,804.00</td>
<td></td>
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</tr>
<tr>
<td>Blochman</td>
<td>$ 5,620.00</td>
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<td>$ 5,620.00</td>
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</tr>
<tr>
<td>Carpinteria</td>
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<td>$ 10,725.00</td>
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<tr>
<td>Family Partnership Charter</td>
<td>$ 10,000.00</td>
<td>$ 6,005.00</td>
<td>$ -</td>
<td>$ 16,005.00</td>
</tr>
<tr>
<td>Goleta</td>
<td>$ 14,768.00</td>
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<tr>
<td>Guadalupe</td>
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<td>$ -</td>
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<tr>
<td>Hope</td>
<td>$ 7,503.00</td>
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<td>$ 7,503.00</td>
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<tr>
<td>Lompoc</td>
<td>$ 30,463.00</td>
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<td>Manzanita Charter</td>
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<td>Orcutt</td>
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<tr>
<td>Santa Ynez Valley Consortium</td>
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<td>SBCEO - Direct Service</td>
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<td>Santa Barbara Unified</td>
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<tr>
<td>Santa Barbara Charter</td>
<td>$ 5,762.00</td>
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<tr>
<td>Santa Maria JUHSD</td>
<td>$ 20,580.46</td>
<td>$ 27,912.00</td>
<td>$ 15,675.00</td>
<td>$ 32,817.46</td>
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<tr>
<td>Santa Maria-Bonita</td>
<td>$ 89,672.23</td>
<td>$ 50,711.00</td>
<td>$ -</td>
<td>$ 140,383.23</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 120,252.69</strong></td>
<td><strong>$ 300,000.00</strong></td>
<td><strong>$ 15,675.00</strong></td>
<td><strong>$ 404,577.69</strong></td>
</tr>
</tbody>
</table>

Total balances as of 10/9/20

|               | $ 15,675.00 | $ 404,577.69 |

Total balances reported 8/31/20

|               | $ -         | $ -          |

Difference as of

|               | $15,675.00  | $404,577.69  |

Payments to date to individual legal firms:

- Dannis Woliver: $ -
- Fagen Friedman Fulfrost: $ -
- Leibert Cassidy: $ -
- Hatch & Cesario: $ -
- Lozano Smith: $ -
- Peter Sansom: $ -
- Ruderman & Knox: $ -
- SISC Voluntary Coverage: $ -
- Reimbursements to Districts: $ 15,675.00

10/13/2020
### 2020-21
### YEAR TO DATE SELPA LEGAL FEES (RESERVE)

<table>
<thead>
<tr>
<th>Month</th>
<th>YTD Expenditures</th>
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</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$325,000.00</td>
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<tr>
<td>July</td>
<td>$ -</td>
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<tr>
<td>August</td>
<td>$ -</td>
</tr>
<tr>
<td>September</td>
<td>$ 700.00</td>
</tr>
<tr>
<td>October</td>
<td>$ -</td>
</tr>
<tr>
<td>November</td>
<td>$ -</td>
</tr>
<tr>
<td>December</td>
<td>$ -</td>
</tr>
<tr>
<td>January</td>
<td>$ -</td>
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<tr>
<td>February</td>
<td>$ -</td>
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<td>March</td>
<td>$ -</td>
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<tr>
<td>April</td>
<td>$ -</td>
</tr>
<tr>
<td>May</td>
<td>$ -</td>
</tr>
<tr>
<td>June</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 700.00</strong></td>
</tr>
<tr>
<td><strong>ENDING BALANCE</strong></td>
<td><strong>$ 324,300.00</strong></td>
</tr>
</tbody>
</table>

**Payments to Law Firms:**

- Dannis Woliver Kelley $ -
- Fagen Friedman Fulfrost $ 700.00
- Law Office of Melissa Hatch $ -
- Liebert Cassidy Whitmore $ -
- Lozano Smith $ -
- Musick, Peeler & Garrett $ -
- Lana Clark $ -
- Atkinson, Andelson, Loya $ -
- Payments to Districts $ -

**TOTAL 2020-21 LEGAL SETTLEMENTS TO DATE**

- Settlement Agreements $ -

10/13/2020
## 2020-21 Year to Date
Nonpublic School Placement Costs

<table>
<thead>
<tr>
<th>District</th>
<th># Students Currently Placed</th>
<th># Students Cumulative Placements</th>
<th>Mental Health Placements SELPA Paid</th>
<th>Non-Mental Health Placements SELPA 70% Cost</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lompoc Unified - Mental Health Placement</td>
<td>1</td>
<td>1</td>
<td>$27,574.00</td>
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<td>$167,289.00</td>
</tr>
<tr>
<td>Santa Barbara Unified - Mental Health Placements</td>
<td>3</td>
<td>3</td>
<td>$107,532.68</td>
<td></td>
<td>$511,213.00</td>
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<tr>
<td>Santa Maria Jt. Union - Mental Health Placements</td>
<td>2</td>
<td>2</td>
<td>$86,398.00</td>
<td></td>
<td>$408,558.00</td>
</tr>
<tr>
<td>Santa Ynez Valley Consortium - Mental Health Placements</td>
<td>1</td>
<td>1</td>
<td>$20,293.21</td>
<td></td>
<td>$171,800.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
<td>7</td>
<td>$241,797.89</td>
<td></td>
<td>$1,258,860.00</td>
</tr>
</tbody>
</table>

2020-21 Mental Health NPS Placement Budget $1,910,000.00
TOTAL YTD Mental Health Placement Costs $241,797.89
Balance Available $1,668,202.11

2020-21 Non Mental Health NPS Placement Budget $360,000.00
TOTAL YTD Non Mental Health Placement Costs $360,000.00
Balance Available $360,000.00

**Mental Health Placements** = Students with an eligibility of emotionally disturbed placed in a nonpublic school pursuant to an IEP and funded by State Mental Health funding.

**Non-Mental Health Placements** - Students in these placements are fully paid by the SELPA office with 30% of the costs being billed back to the district at year-end. These are placements that are made through Settlement Agreements for students who do not qualify for Clinical Mental Health services.

**Reflects all invoices paid as of 10/13/20**