

SANTA BARBARA COUNTY SELPA JOINT POWERS AGENCY BOARD

Regular Meeting

Monday, May 3, 2021

Public Session – 12:00 p.m.

Via ZOOM – Meeting ID: 921 4408 4595

***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, May 3, 2021 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, lmacdonald@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

REF: I-E

II. PUBLIC COMMENTS

Please refer to information above regarding public comment guidelines.

III. PUBLIC HEARING

- A. Santa Barbara County SELPA 2021-2022 Annual Budget and Service Plans
- | | |
|----------------------------------|--------------|
| 1. Convene Public Hearing | Opened _____ |
| 2. Discussion and Input | |
| 3. Adjournment of Public Hearing | Closed _____ |

IV. APPROVAL OF ADDITIONAL EMERGENCY ITEMS (Government Code Section 54954.3(b)(2))

V. 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:

VI. CONSENT AGENDA ITEMS

- | | | |
|----|---|-----------|
| A. | Minutes of March 1, 2021 Regular Meeting | REF: VI-A |
| B. | Ratification of Payment of Claims | REF: VI-B |
| C. | 2020-2021 Nonpublic School (NPS) Individual Service Agreements (ISAs) | REF: VI-C |
| | 1. Individual Service Agreement | |
| D. | 2021-2022 Nonpublic School (NPS) Master Contract & Exhibit A Rates | REF: VI-D |
| | 1. Master Contract | |
| | a. Exhibit A Rates Sheet: New Haven | |
| E. | 2021-2022 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates | REF: VI-E |
| | 1. Master Contract | |
| | a. Exhibit A Rates Sheet: ABA Network, Inc. | |
| | b. Exhibit A Rates Sheet: Accountable Healthcare Staffing | |
| | c. Exhibit A Rates Sheet: AMN Healthcare | |
| | d. Exhibit A Rates Sheet: ATX Learning Group | |
| | e. Exhibit A Rates Sheet: Kathleen Blake | |
| | f. Exhibit A Rates Sheet: California Psychare | |
| | g. Exhibit A Rates Sheet: CARD | |
| | h. Exhibit A Rates Sheet: Children's Therapy Network | |
| | i. Exhibit A Rates Sheet: CompHealth Medical Staffing | |
| | j. Exhibit A Rates Sheet: Dove Psychological and Behavioral Services | |
| | k. Exhibit A Rates Sheet: Educational Based Services | |
| | l. Exhibit A Rates Sheet: eLuma Online Therapy | |
| | m. Exhibit A Rates Sheet: Family Services Agency | |
| | n. Exhibit A Rates Sheet: The Genesis Group | |
| | o. Exhibit A Rates Sheet: Hayden Consultation Services, Inc. | |
| | p. Exhibit A Rates Sheet: Haynes Family of Programs – STAR Academy | |
| | q. Exhibit A Rates Sheet: Holdsambeck and Assoc. | |
| | r. Exhibit A Rates Sheet: Inclusive Education & Community Partnership | |
| | s. Exhibit A Rates Sheet: The Language Center | |
| | t. Exhibit A Rates Sheet: Mariposas Project/MP Health | |

- E. 2021-2022 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates (*continued*)
1. Master Contract
 - u. Exhibit A Rates Sheet: Maxim Healthcare Staffing Services
 - v. Exhibit A Rates Sheet: Mediscan Staffing Services
 - w. Exhibit A Rates Sheet: Lisa Serby, OT Arts
 - x. Exhibit A Rates Sheet: Peer Buddies
 - y. Exhibit A Rates Sheet: Platinum Teletherapy
 - z. Exhibit A Rates Sheet: Protocol Agency, Inc.
 - aa. Exhibit A Rates Sheet: Soliant Health
 - bb. Exhibit A Rates Sheet: STAR of CA, DBA – ERA ED
 - cc. Exhibit A Rates Sheet: The Stepping Stones Group
 - dd. Exhibit A Rates Sheet: Sunbelt Staffing LLC
 - ee. Exhibit A Rates Sheet: Therapy Staff
 - ff. Exhibit A Rates Sheet: TinyEYE Therapy Services
- F. SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern REF: VI-F
2021-22 Matches and Services Agreements
1. Services Agreement: Monica Galindo (SYVSEC)
 2. Services Agreement: Emily Hattouni (GUSD)
 3. Services Agreement: Luisana Suchilt (SM-BSD)
 4. Services Agreement: Nicholas Scheel (SBUUSD)
 5. Services Agreement: Barbara Katie (SBCSELPA)
- G. 2021-2022 Contracts for the Provision of Audiological Services REF: VI-G
1. Audiological Service Contract
 - a. Service Contract: Audiologic Associates of Santa Barbara
 - b. Service Contract: Hearing Consultants of California
 - c. Service Contract: Physician's Hearing Service
 - d. Service Contract: Raymund J. Llaurodo
- H. Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator REF: VI-H
1. 2021-2022 Employment Contract
- I. Employment Contract for Renewal for Lisa Foote as SBCSELPA AT/AAC REF: VI-I
Specialist
1. 2021-2022 Employment Contract
- J. Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Audiologist REF: VI-J
1. 2021-2022 Employment Contract
- K. Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental REF: VI-K
Health Specialist
1. 2021-2022 Employment Contract
- L. Employment Contract Renewal for Rosy Matos-Bucio, Ph.D. as SBCSELPA REF: VI-L
Board Certified Behavior Analyst
1. 2021-2022 Employment Contract

VI. CONSENT AGENDA ITEMS *(continued)*

- M. Employment Contract for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst REF: VI-M
 1. 2021-2022 Employment Contract
- N. Employment Contract Renewal for Stephan Salter as SBCSELPA Mental Health Specialist/WRAP Team Coordinator REF: VI-N
 1. 2021-2022 Employment Contract
- O. Employment Contract Renewal for Deborah Umansky as SBCSELPA Clinical Psychologist Supervisor REF: VI-O
 1. 2021-2022 Employment Contract
- P. CalPERS Medicare Only Section 218 Resolution REF: VI-P
 1. Proposed Resolution

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

Motion: _____
 Second: _____
 In Favor: _____
 Opposed: _____
 Abstained: _____

VII. PRESENTATIONS

- A. Improving Outcomes for English Learners with Disabilities REF: VII-A
 Presenter: Deborah Montoya, Ed.D., Senior Director, Special Education,
 Imperial County SELPA
- B. Special Education Revenue Process Update REF: VII-B
 Presenter: Royce Townsend, Eide Bailly, LLC

VIII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION

- A. Board Resolution for Fund 10 REF: VIII-A
 1. Proposed Resolution

It is recommended that the JPA Board approve the Board Resolution of establishing a SBCSELPA Fund 10 as presented.

Motion: _____
 Second: _____
 In Favor: _____
 Opposed: _____
 Abstained: _____

VIII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION *(continued)*

- B. Memorandum of Understanding (MOU) between Santa Barbara County SELPA (SBCSELPA) and Goleta Union School District (GUSD) for purpose of GUSD to provide Administrative Unit (AU) services to SBCSELPA
1. SBCSELPA Change in Revenue & AB602 Expenditure Process Pictorial
 2. Current MOU between SBCSELPA & GUSD, signed February 2000
 3. February 2000 MOU with markups
 4. Proposed New MOU between SBCSELPA and GUSD
 5. Local Plan, Section 3217, *Responsibility for Funding Calculations*, Revisions

REF: VIII-B

It is recommended that the JPA Board approve the proposed MOU between SBCSELPA and GUSD for purposes of GUSD providing AU services for SBCSELPA as presented.

Motion: _____
 Second: _____
 In Favor: _____
 Opposed: _____
 Abstained: _____

- C. Santa Barbara County SELPA (SBCSELPA) 2021-2022 Annual Budget & Service Plans

REF: VIII-C

1. Notice of Public Hearings (English & Spanish)
2. Annual Budget Plan for 2021-2022
3. Attachments for 2021-2022
4. Annual Service Plan for 2021-2022

It is recommended that the JPA Board approve the SBCSELPA 2021-2022 Annual Budget and Service Plans as presented.

Motion: _____
 Second: _____
 In Favor: _____
 Opposed: _____
 Abstained: _____

- D. Santa Barbara County Education Office (SBCEO) Regional Program Request for Continued Additional Aide Support for 2021-2022 School Year

REF: VIII-D

1. SBCEO Requests
 - a. Cabrillo High School
 - b. Manzanita Charter School
2. Continuing Additional Aide Time for 2021-22 Chart

It is recommended that the JPA Board approve the SBCEO Regional Program request for funding of continued additional aide support for the 2021-2022 school year as presented.

Motion: _____
 Second: _____
 In Favor: _____
 Opposed: _____
 Abstained: _____

- E. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Additional Paraprofessional Support for the Regional Mod/Severe SDC Located at Manzanita Charter School

REF: VIII-E

1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO Regional Program Operator request for additional paraprofessional support for the Regional Mod/Severe SDC located at Manzanita Charter School as presented.

Motion: _____
 Second: _____
 In Favor: _____
 Opposed: _____
 Abstained: _____

VIII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION *(continued)***F. 2021-2022 Annual Deferred Maintenance Projects**

REF: VIII-F

1. Orcutt Union School District Request
2. SBCEO Request

It is recommended that the JPA Board approve funding of the annual deferred maintenance projects scheduled for 2021-2022 as presented.

Motion: _____

Second: _____

In Favor: _____

Opposed: _____

Abstained: _____

G. Santa Barbara County Education Office (SBCEO) Request to Exceed the Non-salary Budget Regional Program Costs Caps

REF: VIII-G

1. SBCEO Request
2. 2021-22 Regional Assessment & Tech Plan

It is recommended that the JPA Board approve SBCEO's request to exceed the non-salary budget caps in the 2021-2022 school year as presented.

Motion: _____

Second: _____

In Favor: _____

Opposed: _____

Abstained: _____

IX. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION**A. SBCSELPA 2021-2022 Proposed Adopted Budget**

REF: IX-A

1. Proposed Adopted Budget

B. JPA Board Membership Term Expirations

REF: IX-B

C. SBCSELPA Procedural Handbook, Section 12, Alternative Dispute Resolution (ADR), Revisions

REF: IX-C

D. SBCSELPA Professional Development Plan for 2021-22

REF: IX-D

1. May 2021 Professional Development Information & Calendar
2. SBCSELPA Professional Development Offerings Booklet (Updated April 2021)

E. Community Advisory Committee (CAC) Regular Meeting Minutes

REF: IX-E

1. December 7, 2020 Meeting Minutes
2. February 1, 2021 Meeting Minutes

F. Community Advisory Committee (CAC) 2020-2021 Annual Project

REF: IX-F

1. Transition from Pre-School to Elementary School
2. Transition from Elementary School to Middle School
3. Transition from Middle School to High School
4. Transition from High School to Post Secondary
5. Transition from High School to Adult Transition Program

G. 2nd Annual SELPA-Bration Save the Date

REF: IX-G

IX. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION *(continued)*

- H. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances REF: IX-H
- I. SBCSELPA Legal Fees Year-to-Date Reserve REF: IX-I
- J. Nonpublic School (NPS) Year-to-Date Placement Expenditures REF: IX-J

X. MISCELLANEOUS AGENDA ITEMS

- A. Items Proposed for Future Action or Discussion
- B. Next Scheduled JPA Board Meeting: Date: June 7, 2021
Time: 12:00 p.m.
Location: Via Zoom due to COVID-19

XI. PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEMS

Please refer to information at beginning of agenda regarding public comment guidelines.

XII. CLOSED SESSION:

- A. Confidential Nonpublic School (NPS) Student Updates REF: XII-A

XIII. RECONVENE TO PUBLIC SESSION: Report of action taken in Closed Session, as appropriate.**XIV. ADJOURNMENT**

SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

May 3, 2021

1) Due Process/Dispute Updates County-Wide –

One Due Process filing in progress with two cases “pending” and one CDE investigation.

2) Non-Public School (NPS) Placement Update –

We have a total of (6) SBCSELPA funded NPS placements and no district funded placements.

3) Legislative and Information –

- The State SELPA Association is in SUPPORT of the following legislative bills:

- **AB 967 (Frazier)** – Provides support for outreach, dispute prevention and resolution, and services to ensure students with disabilities receive the services they need after disruptions caused by the COVID-19 pandemic.
- **SB 639 (Durazo)** – Prohibits employers from paying persons with disabilities less than minimum wage.
- **AB 126 (E. Garcia)** – This bill establishes new Family Empowerment Centers and increases the level of funding for existing centers.

4) State SELPA Association –

SEE PowerPoint titled, “Equity, Diversity, and Inclusion Committee”

Highlights –

- Focus on self-care and personal well being
- “Stop the Hate” (SEE link to the PSA)
- Anti AAPI Violence Information
- Proposed State SELPA Association Statement against AAPI Violence and Hate (**SEE Link**)

5) CDE COMPLIANCE and CALPADS Updates-

Disproportionality Identification:

Six LEA’s in SB County have been identified for the compliance action of Disproportionality for the “over identification” of a subgroup of students for either a specific disability or student discipline. SBCSELPA is providing support with these LEA’s to insure follow up with CDE.

6) SBCSELPA is on the move:

New SBCSELPA Office Under Construction!

- Tentative Move-In Date for Summer 2021
- Same address, but now in Building #7
- Monthly Lease is less expensive!

7) SBCSELPA Local Plan:

- The Annual Budget Plan and the Annual Services Plan is DUE by June 30, 2021! (on JPA agenda)
- The Section “B” (Governance and Administration) is approved through June 30, 2024!

REF: I-E.1

Equity, Diversity, and Inclusion Committee

State SELPA Meeting
April 1, 2021

Committee Members

Vanessa Adolphson

Steve Collins

Jean Martin

Katy Babcock

Mindy Fattig

Anjanette
Pelletier

Aaron Benton

Lora Gonzalez

Janet Queneau
(Co-Chair)

Mildred Browne

Benay Loftus

Troy Tickle

Veronica Coates

Howana Lundy
(Co-Chair)

Sean Virnig



Breathe in - 4 seconds
Hold - 4 seconds
Breathe out - 4 seconds
Hold - 4 seconds

“Mindfulness develops our capacity to love what we have been taught to reject or fear about others, and ourselves.”

- Niki Elliott

“Stop the Hate PSA”

by Kerwin Berk, a San Francisco native and Japanese American filmmaker. IKEIBI FILMS

NOTE: Some of the images and slurs are hard to watch



Anti-AAPI Violence Information

13

[Stop AAPI Hate - California Report](#)

“Over 800 COVID-19-Related Hate Incidents Against Asian Americans Take Place in California in Three Months”

[Stop AAPI Hate - National Report](#)

_____ “This report covers the 3,795 incidents received by the Stop AAPI Hate reporting center from March 19, 2020 to February 28, 2021”

[NBC News Report](#) - March 17, 2021

“‘Stop AAPI Hate’: Around 3,800 Anti-Asian Incidents Recorded In the Past year”

Proposed
State SELPA Association
Statement against
AAPI Violence and Hate

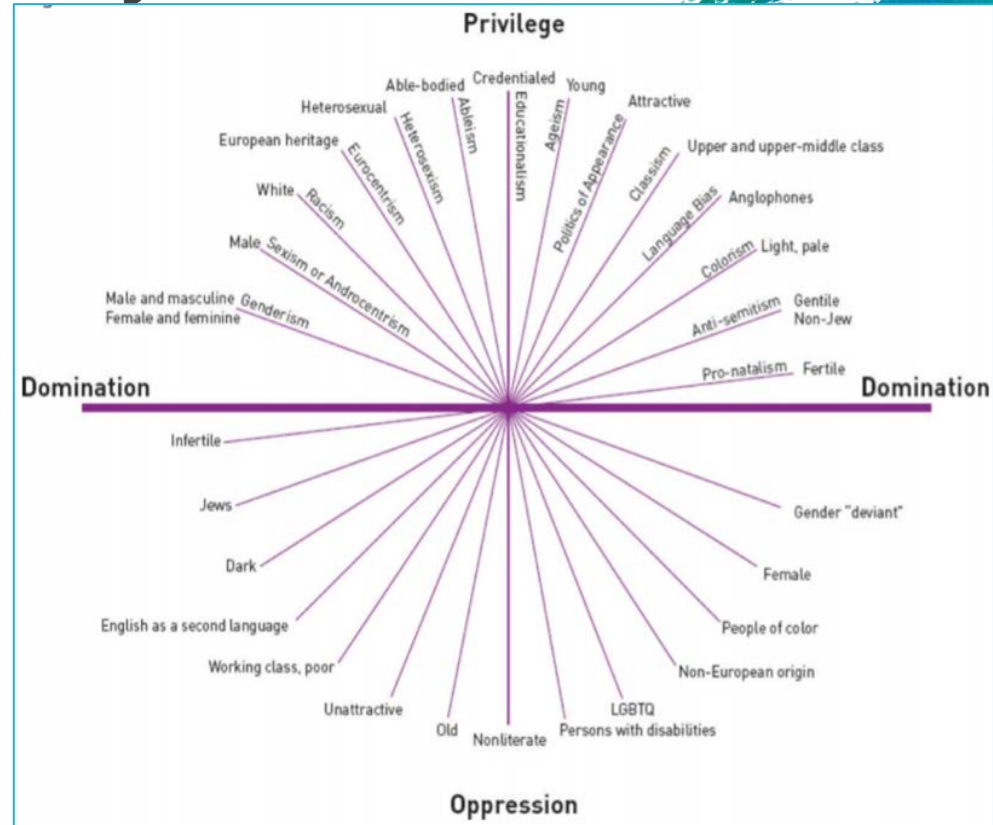


Intersectionality

Intersectionality is a contextual framework for examining how systems of oppression deeply intertwine and influence experiences and opportunities.

The systems that shape experiences cannot be separated, even though they are often studied this way. For example, a black woman with a disability does not experience her engineering workplace only as a woman, black person, or person with a disability, but instead through her own unique interaction with the systems in which she is situated.

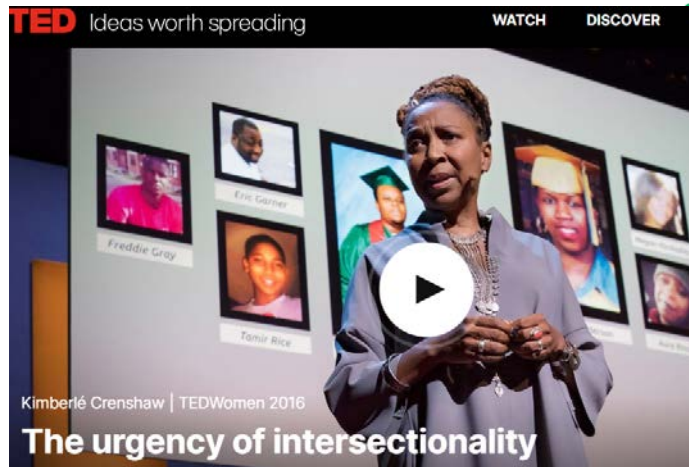
Intersectionality deepens the understanding of and ability to improve the lived experiences of marginalized groups.



Intersectionality

Intersectionality is an analytical framework for understanding how aspects of a person's social and political identities combine to create different modes of discrimination and privilege.

Examples of these aspects include gender, caste, sex, race, class, sexuality, religion, disability, physical appearance, and height.



A circular, high-contrast image of a person holding a lit sparkler. The person's face is blurred in the background, while their hand, wearing a grey knit sleeve, is in sharp focus holding the sparkler. The sparkler is bright and glowing, with sparks radiating outwards. The entire image is framed by a dark, splattered, ink-like border. The text "Checking in" is overlaid in white at the bottom.

Checking in

Norms

Self Reflection

- How am I today?
- How might I show up with compassion in these challenging times?
- How have these recent events sharpened my cultural lens?

Feel free to jot down some ideas



Small Group Discussion (7 Minutes)



Whole Group Reflection (5 Minutes)

Highlights of Dr. Niki Elliott's Presentation

(March State SELPA Meeting)



**Using Mind-Body Practices to Address
Unconscious Bias in the Helping Professions**

By
Niki Elliott, Ph.D.
Founder, The Mindful Leaders Project
LaFetra College of Education, University of La Verne

The Power of Storytelling

“When we listen to a story, our brain waves begin to synchronize with those of the storyteller” (Hasson, U. 2012).

“Character-driven stories do consistently cause oxytocin synthesis” (Zak, 2014).

- Stories help us create healing-centered engagement.
- Story telling gives us an opportunity to learn from another person's experience and it can shape, strengthen or challenge our opinions and values.

Do Your P.A.R.T

Presence: undivided attention makes a person "feel felt"

Attunement : establish a heart-to-heart connection through sharing stories

Resonance: co-regulation between teller and listener

Trust: nervous system disarms itself and opens a window for healing

Systemic Mindfulness



https://www.youtube.com/watch?v=WTVBpCw0_-As



Santa Barbara County
Special Education Local Plan Area
Joint Powers Agency

REF: VI-A

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY BOARD
MINUTES OF MARCH 1, 2021 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 Randal Haggard at 12:02 p.m. via Zoom (Meeting ID: 910 5144 5476).

B. Roll Call

Lindsay MacDonald took membership roll call.

Members Present: Antonio Garcia
 Randy Haggard, Vice-Chairperson
 Hilda Maldonado
 Trevor McDonald
 Luke Ontiveros
 Susan Salcido (Arrived at 12:15 p.m.)

Members Absent: Amy Alzina, Clerk
 Anne Hubbard, Chairperson

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
 Claudia Echavarria, SYVSEC, Director of Special Education
 Kirsten Escobedo, Asst. Supt. of Special Education, SBCEO
 Beverly Sherman, SYVSEC, Coordinator of Special Education

C. Flag Salute

Luke Ontiveros led the assembly in the Pledge of Allegiance.

D. Welcome Guests

There were no other guests.

SBCSELPA JPA BOARD
MINUTES OF MARCH 1, 2021 REGULAR MEETING

E. SBCSELPA Executive Director's Report

Ray Avila highlighted a PowerPoint included in his Executive Director's Report entitled Legal Symposium, related to learning loss and recovery as it relates to compensatory education. He encouraged board members to review it at their leisure and contact him with any questions. The Board was satisfied; there were no questions or comments.

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: Luke Ontiveros **Second:** Antonio Garcia

Vote: 5 – 0 The motion passed with JPA Board Members Antonio Garcia, Randy Haggard, Hilda Maldonado, Trevor McDonald, and Luke Ontiveros voting in favor; none opposed.

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

A. Minutes of February 1, 2021 Regular Meeting

B. Ratification of Payment of Claims: 01-637947 - 01-637971, 01-638729 - 01-638745.

C. 2020-21 Nonpublic School (NPS) Master Contract Rates

1. Exhibit A Rates Sheet: Falcon Ridge Ranch

D. 2020-21 Nonpublic Agency (NPA) Master Contract Rates

1. Exhibit A Rates Sheet: Goodfellow Occupational Therapy
2. Exhibit A Rates Sheet: STAR Academy
3. Exhibit A Rates Sheet: New Life Physical Therapy Services

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

Motion to Approve: Luke Ontiveros **Second:** Trevor McDonald

The Board was satisfied; there were no questions or comments.

Vote: 5 – 0 The motion passed with JPA Board Members Antonio Garcia, Randy Haggard, Hilda Maldonado, Trevor McDonald, and Luke Ontiveros voting in favor; none opposed.

VI. ITEMS SCHEDULED FOR ACTION/CONSIDERATION

A. SBCSELPA 2021 Office Reorganization Proposal

1. Proposed New Job Descriptions
2. Proposed New Salary Schedules
3. Revised Job Descriptions and Salary Schedules

Recommendation: The JPA Board approve the SBCSELPA office reorganization proposal as presented.

Motion to Approve: Antonio Garcia **Second:** Hilda Maldonado

Vote: 5 – 0 The motion passed with JPA Board Members Antonio Garcia, Randy Haggard, Hilda Maldonado, Trevor McDonald, and Luke Ontiveros voting in favor; none opposed.

SBCSELPA JPA BOARD
MINUTES OF MARCH 1, 2021 REGULAR MEETING

VI. **ITEMS SCHEDULED FOR ACTION/CONSIDERATION** *(continued)*

A. **SBCSELPA 2021 Office Reorganization Proposal** *(continued)*

Ray Avila commented that this information had been presented at the February 1st JPA Board meeting for information/discussion. He has subsequently presented it to all the SBCSELPA staff and received their unanimous support. Hilda Maldonado asked that the Chief Business Official position include language indicating the knowledge to look at budgets through an equity lens. Ray Avila commented that the job description for the Chief Business Office included this language. The Board was satisfied; there were no further questions or comments.

B. **Certification of Second Interim Report for Fiscal Year 2020-2021**

1. First and Second Interim Comparison
2. Revenue and Expenditure Multi-Year Comparison
3. Multi-Year Projections Assumptions 2020-2021 Second Interim
4. Second Interim Report

Recommendation: The JPA Board approve the Second Interim Report for Fiscal Year 2020-2021 as presented.

Motion to Approve: Antonio Garcia Second: Luke Ontiveros

Vote: 6 – 0 The motion passed with JPA Board Members Antonio Garcia, Randy Haggard, Hilda Maldonado, Trevor McDonald, Luke Ontiveros, and Susan Salcido voting in favor; none opposed.

Ray Avila asked Kim Hernandez to provide the JPA Board with background information related to her calculations for the Second Interim Report. Kim reported that she had included the COLAs included in the Governor's budget for this year and the subsequent two years. She also included the salary and benefit calculations for the SBCSELPA office reorganization along with revisions to Low Incidence funding and expenditures. Kim Hernandez noted that the SBCSELPA projects a positive certification which included the required reserve. The board was satisfied; there were no further questions or comments.

C. **Designation of the Official Representatives to the Santa Barbara SIPE Joint Powers Authority Board of Directors**

1. Resolution for Designation

Recommendation: The JPA Board approve the proposed resolution for designation of official representatives to the Santa Barbara SIPE Joint Powers Authority Board of Directors as presented.

Motion to Approve: Antonio Garcia Second: Luke Ontiveros

Vote: 6 – 0 The motion passed with JPA Board Members Antonio Garcia, Randy Haggard, Hilda Maldonado, Trevor McDonald, Luke Ontiveros, and Susan Salcido voting in favor; none opposed.

Ray Avila reported that the resolution would official appoint the SBCSELPA Chief Business Official as the SBCSELPA's representative to SIPE. The board was satisfied; there were no questions or comments.

SBCSELPA JPA BOARD
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VII. ITEMS FOR INFORMATION AND DISCUSSION

A. SBCEO First Interim Financial Report Analysis and Recommendations

Ray Avila reported that the Santa Barbara County Education Office had reviewed and confirmed a positive certification for the SBCSELPA First Interim Report. The Board was satisfied; there were no questions or comments.

B. Santa Maria-Bonita School District TLP/G.R.O.W. Assurance Letter

Ray Avila reported that this item is being presented for the JPA Board's information prior to being placed on the Action Agenda in May for approval. Santa Maria-Bonita is projecting enrollment of one in 2021-2022 for the regional TLP/G.R.O.W. program that they operate and therefore are informing the JPA Board of their intention to close the program due to lack of enrollment. Luke Ontiveros commented that Santa Maria-Bonita constructed their newest school with classroom included for this program and that they will be prepared when the need arises to re-open the class. Ray Avila reminded the board that Lompoc Unified School District operates three TLP/G.R.O.W. programs that will become regional in 2021-2022. The Board was satisfied; there were no questions or comments.

C. JPA Board Membership Term Expirations

Ray Avila reported that there are three JPA Board membership terms that will expire as of June 30, 2021. He further reported that he and Anne Hubbard will be reaching out to the superintendents that currently fill those positions to see if they are interested in continuing or if they would like to be replaced. Ray Avila and Anne Hubbard will keep the JPA Board informed. The Board was satisfied, there were no questions or comments.

D. SBCSELPA Procedural Handbook, Section 2, Occupational Therapy (OT) Referral Procedure, Revision

1. Procedural Handbook, Section 2, OT Process
2. OT Pre-Referral and Referral Flowchart
3. OT Referral for Assessment

Ray Avila reported that Jennifer Connolly and Lisa Foote had convened an Ad Hoc Committee to work on updating the OT Referral Procedures and updated the SBCSELPA Procedural Handbook. These changes have been reviewed and approved by SEAM and are being presented for the Board's information and discussion. The Board was satisfied; there were no questions or comments.

E. Announcement of 2nd Annual SELPA-Bratton Winners

Jennifer Connolly reported that there had been a significant number of nominations submitted for the 2nd Annual SELPA-Bratton awards. The CAC met to review the nomination and select this year's winners. Jennifer Connolly commented that the SBCSELPA will hold a virtual awards ceremony in May. The Board was satisfied; there were no questions or comments.

F. SBCSELPA Professional Development

Ra Avila shared with the Board the upcoming professional development offerings. The Board was satisfied; there were no further questions or comments.

G. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances

The Board was satisfied; there were no questions or comments.

SBCSELPA JPA BOARD
MINUTES OF MARCH 1, 2021 REGULAR MEETING

VII. ITEMS FOR INFORMATION AND DISCUSSION *(continued)*

H. SBCSELPA Legal Fees Year-to-Date Reserve

The Board was satisfied; there were no questions or comments.

I. Nonpublic School (NPS) Year-to-Date Placement Expenditures

Ray Avila reported that as of last week the SBCSELPA had one additional NPS placement with a new total of six students in placement. The Board was satisfied; there were no questions or comments.

VIII. MISCELLANEOUS AGENDA

A. Items Proposed for Future Action or Discussion

Ray Avila reported that in follow-up to Hilda Maldonado's request to look at options for professional development related to English Learners, he has been in touch with the System Improvement Lead at Imperial County SELPA. They will present information to the Board at a future meeting regarding what professional development they will be presenting to our SELPA.

B. Next Scheduled JPA Board Meeting: May 3, 2021, 12:00 p.m.

Via Zoom due to COVID-19

Ray Avila reminded the Board members that there would be no April meeting due to various Spring breaks around the County.

IX. PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEMS

There were no public comments.

X. CLOSED SESSION: The JPA Board adjourned to Closed Session at 12:40 p.m.

A. Confidential Nonpublic School (NPS) Student Updates

B. Evaluation of the SBCSELPA Executive Director

XI. RECONVENE TO PUBLIC SESSION: The Board took no action.

XII. ADJOURNMENT

Randal Haggard adjourned the meeting at 1:04 p.m.

Randal Haggard, Vice-Chairperson
Santa Barbara County SELPA

Ray Avila, Secretary
Santa Barbara County SELPA

Date

Date

Checks Dated 01/26/2021 through 04/13/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-639436	01/26/2021	Alison Lindsey	01-5910		35.00
01-639437	01/26/2021	Billy Headrick	01-5800		75.00
01-639438	01/26/2021	Frontier	01-5910		496.84
01-639439	01/26/2021	Graciela Vega	01-5200	211.31	
			01-5910	35.00	246.31
01-639440	01/26/2021	Kirsty Kenny	01-5910		35.00
01-639441	01/26/2021	Lisa Foote	01-5910		35.00
01-639442	01/26/2021	Natalie Facio-Leon	01-5910		35.00
01-639443	01/26/2021	Philbert Pandac	01-5910		35.00
01-639444	01/26/2021	Quest Diagnostics	01-5860		690.00
01-639445	01/26/2021	Rosy Bucio	01-5910		35.00
01-639446	01/26/2021	SBCSS	01-5800		1,200.00
01-639447	01/26/2021	Staples Credit Plan	01-4300		180.39
01-639448	01/26/2021	Stephan Salter	01-5910		35.00
01-639449	01/26/2021	Tony Aceves	01-5910		35.00
01-641447	02/16/2021	At&t	01-5910		44.63
01-641448	02/16/2021	Big Green Cleaning Company	01-5860		211.00
01-641449	02/16/2021	Chun Chen	01-5860		3,000.00
01-641450	02/16/2021	Cpr Computer Services	01-5860		550.00
01-641451	02/16/2021	Daniels Harbor Therapy Ctr LLC	01-5830		255.00
01-641452	02/16/2021	Frontier	01-5910		249.03
01-641453	02/16/2021	Iron Mountain	01-5860		65.00
01-641454	02/16/2021	Laura Morizio	01-5860		3,000.00
01-641455	02/16/2021	Marcel Trujillo	01-5860		3,000.00
01-641456	02/16/2021	Mary Beth Coyne	01-4310		217.60
01-641457	02/16/2021	New Haven	01-5890		19,557.00
01-641458	02/16/2021	Paige Chamberlain	01-5860		3,000.00
01-641459	02/16/2021	Patterson Associates	01-5600		7,734.85
01-641460	02/16/2021	Provo Canyon School, Inc.	01-5890		40,875.00
01-641461	02/16/2021	Sparkletts	01-5860		49.74
01-641462	02/16/2021	Staples Business Credit	01-4310		207.84
01-641463	02/16/2021	Three Points Center	01-5890		22,400.00
01-641464	02/16/2021	X Tech Laser Printing Inc.	01-5860		106.82
01-642104	02/23/2021	Alison Lindsey	01-5910		35.00
01-642105	02/23/2021	At&t	01-5910		74.14
01-642106	02/23/2021	CalPERS Financial Reporting	01-3202		2,856.55
01-642107	02/23/2021	Frontier	01-5910		191.42
01-642108	02/23/2021	Goleta Union School District	01-5860		34,402.61
01-642109	02/23/2021	Graciela Vega	01-5910		35.00
01-642110	02/23/2021	Kirsty Kenny	01-5910		35.00
01-642111	02/23/2021	Lindsay MacDonald	01-5200		20.72
01-642112	02/23/2021	Lisa Foote	01-5910		35.00
01-642113	02/23/2021	Lompoc Unified School District	01-4310		578.30
01-642114	02/23/2021	Maria Flamenco-Lomas	01-5890		1,095.88
01-642115	02/23/2021	Natalie Facio-Leon	01-5200	129.92	
			01-5910	35.00	164.92

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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Checks Dated 01/26/2021 through 04/13/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-642116	02/23/2021	Philbert Pandac	01-5910		35.00
01-642117	02/23/2021	Rosy Bucio	01-5910		35.00
01-642118	02/23/2021	Santa Barbara Unified District	01-4310		1,888.40
01-642119	02/23/2021	Santa Maria-Bonita School Dist	01-4310	8,291.62	
			01-5800	230.39	8,522.01
01-642120	02/23/2021	SIRAS Systems	01-5850		47,406.25
01-642121	02/23/2021	SISC III Health	01-3402		913.80
01-642122	02/23/2021	Stephan Salter	01-5910		35.00
01-642123	02/23/2021	Tony Aceves	01-5910		35.00
01-642124	02/23/2021	U.S. Bank Equipment Finance	01-5860		259.59
01-642125	02/23/2021	Verizon Wireless	01-5910		155.73
01-642126	02/23/2021	Voce Telecom	01-5910		67.88
01-642830	03/02/2021	At&t	01-5910		44.63
01-642831	03/02/2021	Chelsea Oftedal	01-4310		16.15
01-642832	03/02/2021	Cristina Diaz	01-4310		45.22
01-642833	03/02/2021	Frontier	01-5800	311.87	
			01-5910	301.23	613.10
01-642834	03/02/2021	Goleta Union School District	Cancelled		162.71 *
Cancelled on 03/31/2021, Cancel Register # 3461995					
01-642835	03/02/2021	Leticia Leon	01-4310		29.99
01-642836	03/02/2021	Quest Diagnostics	01-5860		115.00
01-642837	03/02/2021	Visa	01-4300		3,758.90
01-643531	03/09/2021	Big Green Cleaning Company	01-5860		211.00
01-643532	03/09/2021	Buellton Union School District	01-4310	39,191.00	
			01-5830	42,735.00	81,926.00
01-643533	03/09/2021	Daniels Harbor Therapy Ctr LLC	01-5830		220.00
01-643534	03/09/2021	Erin Dowdy-Quirk	01-5860		3,000.00
01-643535	03/09/2021	Erin Dowdy-Quirk	01-4300		580.00
01-643536	03/09/2021	Fagen Friedman & Fulfroost LLP	01-5830		2,482.00
01-643537	03/09/2021	Frontier	01-5910		197.54
01-643538	03/09/2021	Heather Bouvier	01-4310		356.92
01-643539	03/09/2021	Natalie Facio-Leon	01-5200		167.44
01-643540	03/09/2021	New Haven	01-5890		19,476.00
01-643541	03/09/2021	Provo Canyon School, Inc.	01-5890		36,726.00
01-643542	03/09/2021	SISC III Health	01-3402		911.80
01-643543	03/09/2021	Sparkletts	01-4300		22.98
01-643544	03/09/2021	Staples Business More	01-4300		595.60
01-643545	03/09/2021	X Tech Laser Printing Inc.	01-5860		43.14
01-644410	03/16/2021	ALD Telecom	01-5910		68.93
01-644411	03/16/2021	At&t	01-5800		75.25
01-644412	03/16/2021	CalPERS Financial Reporting	01-3202		2,856.55
01-644413	03/16/2021	Frontier	01-5910		85.66
01-644414	03/16/2021	Goleta Union School District	01-5860		20,984.52
01-644415	03/16/2021	Hope School District	01-5830		7,582.00
01-644416	03/16/2021	Kirsty Kenny	01-5200		89.15
01-644417	03/16/2021	Natalie Facio-Leon	01-4300		23.66

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Checks Dated 01/26/2021 through 04/13/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-644418	03/16/2021	Sequel Falcon Ridge Ranch	01-5890		1,935.00
01-644419	03/16/2021	Stanley Convergent Security So	01-5860		260.92
01-644420	03/16/2021	Staples Business Credit	01-4310		95.79
01-644421	03/16/2021	Three Points Center	01-5890		12,000.00
01-644422	03/16/2021	Verizon Wireless	01-5800	140.65	
			01-5910	20.08	160.73
01-644423	03/16/2021	Visa	01-4300		337.15
01-644424	03/16/2021	X Tech Laser Printing Inc.	01-5860		63.68
01-645114	03/23/2021	Carpinteria Unified District	01-5830		10,725.00
01-645115	03/23/2021	Chun Chen	01-5860		3,000.00
01-645116	03/23/2021	Cpr Computer Services	01-5860		1,100.00
01-645117	03/23/2021	Frontier	01-5800		312.38
01-645118	03/23/2021	Hearing Consultants Of Calif.	01-5800		285.00
01-645119	03/23/2021	Laura Morizio	01-5860		3,000.00
01-645120	03/23/2021	Marcel Trujillo	01-5860		3,000.00
01-645121	03/23/2021	Paige Chamberlain	01-5860		3,000.00
01-645122	03/23/2021	Patterson Associates	01-5600		7,734.85
01-645123	03/23/2021	San Bernardino Co Supt - Tech OMS	01-5800		1,000.00
01-645124	03/23/2021	U.S. Bank Equipment Finance	01-5860		510.03
01-645125	03/23/2021	West Shield Adolescent Service	01-5890		7,221.89
01-645791	03/30/2021	Chelsea Oftedal	01-4310		98.91
01-645792	03/30/2021	Daniels Harbor Therapy Ctr LLC	01-5830		220.00
01-645793	03/30/2021	Deborah Umansky	01-5860		2,805.00
01-645794	03/30/2021	Frontier	01-5910		137.09
01-645795	03/30/2021	Goleta Union School District	01-5860		19,907.58
01-645796	03/30/2021	Graciela Vega	01-5200		453.88
01-645797	03/30/2021	██████████ NPS 2019 20 60	01-5890		681.36
01-645798	03/30/2021	Mary Beth Coyne	01-4310		122.67
01-645799	03/30/2021	Monica Santana	01-4310		93.73
01-645800	03/30/2021	Natalie Facio-Leon	01-4300		45.17
01-645801	03/30/2021	Orcutt Union School District	01-5830		18,585.00
01-645802	03/30/2021	Quest Diagnostics	01-5860		690.00
01-645803	03/30/2021	Ray Avila	01-5860		249.00
01-645804	03/30/2021	Santa Barbara School District	01-5830		41,903.00
01-646405	04/06/2021	Bridges to Resilience Conf	01-5800		1,000.00
01-646406	04/06/2021	Frontier	01-5910		291.87
01-646407	04/06/2021	SISC III Health	01-3402		911.80
01-646408	04/06/2021	Sparkletts	01-4300		22.98
01-646409	04/06/2021	X Tech Laser Printing Inc.	01-5860		106.82
01-647131	04/13/2021	At&t	01-5800	71.45	
			01-5910	71.44	142.89
01-647132	04/13/2021	Big Green Cleaning Company	01-5860		211.00
01-647133	04/13/2021	Frontier	01-5910		22.71
01-647134	04/13/2021	Natalie Facio-Leon	01-5200		285.60
01-647135	04/13/2021	New Haven	01-5890		20,337.00
01-647136	04/13/2021	Provo Canyon School, Inc.	01-5890		41,685.00

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Checks Dated 01/26/2021 through 04/13/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-647137	04/13/2021	Staples Business Credit	01-4310		185.67
01-647138	04/13/2021	Tony Aceves	01-5200		240.80
01-647139	04/13/2021	Verizon Wireless	01-5800	140.65	
			01-5910	20.08	160.73
01-647140	04/13/2021	Visa	01-4300	305.17	
			01-5860	1,943.94	2,249.11
Total Number of Checks			134		599,626.88

	Count	Amount
Cancel	1	162.71
Net Issue		599,464.17

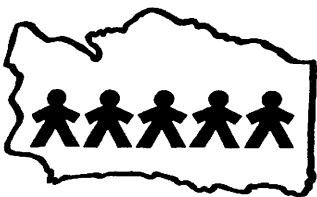
Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	133	599,464.17
	Total Number of Checks	133	599,464.17
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		599,464.17

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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Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2020-2021 Nonpublic School (NPS) Individual Service Agreement (ISA)

BACKGROUND:

- The following ISA for services provided to an NPS student currently in placement reflect the rates negotiated in the JPA Board approved 2020-2021 Nonsectarian, Nonpublic School/Agency Master Contract.

<i>Nonpublic School</i>	<i>Case Number</i>	<i>100% Contract Cost</i>	<i>Effective Dates</i>
Care Youth Corporation, Falcon Ridge Ranch	NPS 2020-21-67	\$51,288.00	02/24/2021 – 06/30/2021
Grand Total		\$51,288.00	

FISCAL IMPACT: The contracted cost for this SBCSELPA NPS placement in 2020-2021 is \$55,288.00.

RECOMMENDATION: The JPA Board approve the above 2020-2021 NPS ISA as presented.

RA:lm

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Travel Training (870)							
Other Transition Services (890)							
Non-Medical Room & Board		X		Daily	\$220	127	\$27,940
Mental Health Services		X		Daily	\$74	127	\$9,398
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$51,288

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$51,288

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON March 1, 2021

6. Progress Reporting Requirements: Quarterly Monthly Other
(Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Falcon Ridge Ranch

Santa Barbara County SELPA

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

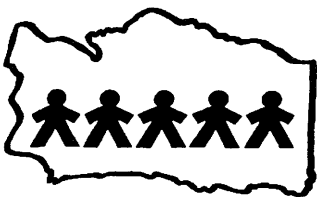
(Signature)

(Date)

(Name and Title)

Ray Avila, SELPA Executive Director

(Name of Superintendent or Authorized Designee)



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-2022 Nonpublic School (NPS) Master Contract & Exhibit A Rates

BACKGROUND:

- The attached 2021-2022 Nonpublic, Nonsectarian School Services Master Contract (**REF: VI-D.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.
- The attached Exhibit A Rates sheet (**REF: VI-D.1.a**) for the following nonpublic school (NPS) contractor is an attachment to the NPS master contract for the 2021-2022 school year and is being presented for JPA Board approval:
 - New Haven

FISCAL IMPACT: Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2021-2022 school year and will be funded out of mental health dollars allocated to SBCSELPA NPS placements.

RECOMMENDATION: The JPA Board approve the 2021-2022 NPS Master Contract and corresponding Exhibit A Rate sheet for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2021-2022

X Nonpublic School
____ Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2021-2022**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Santa Barbara County SELPA**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2021, between Santa Barbara County SELPA, hereinafter referred to as the local educational agency ("LEA"), and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,

- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer

with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$5,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$10,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$3,000,000 per occurrence
 \$6,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles

or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

 \$3,000,000 per occurrence
 \$6,000,000 in General Aggregate.

 The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to

be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal

or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated

staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is

understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

Santa Barbara County SELPA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized
Representative

Ray Avila, SELPA Executive Director
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

Ray Avila, SELPA Executive Director

Name and Title
Santa Barbara County SELPA

Nonpublic School/Agency/Related Service Provider

LEA

5385 Hollister Avenue, Box 107

Address

Address
Santa Barbara, CA 93111

City State Zip

City State Zip
805-683-1424 805-967-1960

Phone Fax

Phone Fax
selpa@sbceo.org

Email

Email

EXHIBIT A: 2021-2022 RATES4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

EXHIBIT B: 2021-2022 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Quarterly Monthly Other
Requirements: _____ _____ _____ (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT A: 2021-2022 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: New HavenThe CONTRACTOR CDS NUMBER: 77 76422 0131011

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$390</u>	<u>Education Days</u>
<u>Health and Nursing: Other Services (436)</u>	<u>\$16</u>	<u>Calendar Day</u>
<u>Therapy/Clinical</u>	<u>\$345</u>	<u>Calendar Day</u>
<u>Room and Board</u>	<u>\$72</u>	<u>Calendar Day</u>

EXHIBIT B: 2021-2022 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) () _____ (Business)
Address _____ City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other _____
(Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

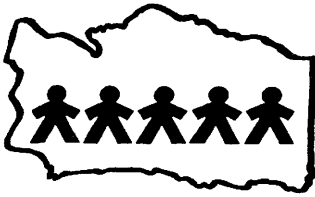
(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-2022 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates

BACKGROUND:

- The attached 2021-2022 Nonpublic, Nonsectarian Agency Services Master Contract (**REF: VI-E.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.
- The attached Exhibit A Rates sheets (**REF: VI-E.1.a-ff**) for the following nonpublic agency (NPA) contractors are attached to the NPA master contract for the 2021-2022 school year and are being presented for JPA Board approval:
 - a. Exhibit A Rates Sheet: ABA Network, Inc.
 - b. Exhibit A Rates Sheet: Accountable Healthcare Staffing
 - c. Exhibit A Rates Sheet: AMN Healthcare
 - d. Exhibit A Rates Sheet: ATX Learning Group
 - e. Exhibit A Rates Sheet: Kathleen Blake
 - f. Exhibit A Rates Sheet: California Psychcare
 - g. Exhibit A Rates Sheet: CARD
 - h. Exhibit A Rates Sheet: Children's Therapy Network
 - i. Exhibit A Rates Sheet: CompHealth Medical Staffing
 - j. Exhibit A Rates Sheet: Dove Psychological and Behavioral Services
 - k. Exhibit A Rates Sheet: Educational Based Services
 - l. Exhibit A Rates Sheet: eLuma Online Therapy
 - m. Exhibit A Rates Sheet: Family Service Agency
 - n. Exhibit A Rates Sheet: The Genesis Group
 - o. Exhibit A Rates Sheet: Hayden Consultation Services, Inc.
 - p. Exhibit A Rates Sheet: Haynes Family of Programs – STAR Academy
 - q. Exhibit A Rates Sheet: Holdsambeck and Assoc.
 - r. Exhibit A Rates Sheet: Inclusive Education & Community Partnership
 - s. Exhibit A Rates Sheet: The Language Center
 - t. Exhibit A Rates Sheet: Mariposas Project/MP Health
 - u. Exhibit A Rates Sheet: Maxim Healthcare Staffing Services
 - v. Exhibit A Rates Sheet: Mediscan Staffing Services
 - w. Exhibit A Rates Sheet: OT Arts, Lisa Serby
 - x. Exhibit A Rates Sheet: Peer Buddies
 - y. Exhibit A Rates Sheet: Platinum Teletherapy
 - z. Exhibit A Rates Sheet: Protocol Agency, Inc.

- aa. Exhibit A Rates Sheet: Soliant Health
- bb. Exhibit A Rates Sheet: STAR of CA, DBA – ERA ED
- cc. Exhibit A Rates Sheet: The Stepping Stones Group
- dd. Exhibit A Rates Sheet: Sunbelt Staffing, LLC
- ee. Exhibit A Rates Sheet: Therapy Staff
- ff. Exhibit A Rates Sheet: TinyEYE Therapy Services

FISCAL IMPACT: Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2021-2022 school year and will be funded out of mental health dollars.

RECOMMENDATION: The JPA Board approve the 2021-2022 Nonpublic, Nonsectarian Agency Services Master Contract and corresponding Exhibit A Rates for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPULIC SCHOOL AND AGENCY SERVICES

LEA SANTA BARBARA COUNTY SELPA

Contract Year 2021-2022

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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CONTRACT NUMBER: 2021-22-

LOCAL EDUCATION AGENCY: Santa Barbara County SELPA

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2021, between Santa Barbara County SELPA, hereinafter referred to as the local educational agency ("LEA"), and _____ (nonpublic **agency**), hereinafter referred to as NPA or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. “Parent” means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate

educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR’s successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days’ notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence (1,000,000 for NPA contractors)
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate (not applicable to NPA contractor)

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy (only if automobile transportation is being provided) shall name the LEA and the Board of Education as additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on

the certificate. The LEA/SELPA shall be listed as Additional Insured for purposes of this contract (this applies to NPS only).

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor’s work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team

meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, or disability in employment or operation of its programs.

21. DOCUMENTS TO BE SENT TO SELPA AND LEA/DISTRICT

CONTRACTOR shall provide LEA a copy of the nonpublic school or agency's current CDE-issued certification document that includes an authorization to provide related services and a copy of the nonpublic school or agency's current list of staff qualified to provide related services and the service(s) that each staff member is qualified to provide.

EDUCATIONAL PROGRAM

22. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the

provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

23. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Performance Assessment ("CAPA"). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements (applicable to NPS contractor only). CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

24. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time, shall be at least 314 instructional minutes. (Alternate: weekly total number of minutes shall be at least 1570)

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

25. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

26. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

27. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA, if requested, for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

28. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations activities to support the transition.

29. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide tests including the Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), the California High School Exit Examination (CAHSEE), and the California Standards Test (“CST”), and, where appropriate, the California Modified Assessment (“CMA”) and/or California Alternative Performance Assessment (“CAPA”) as mandated by LEA pursuant to LEA and state and federal guidelines.

30. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

31. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional behavior analysis assessments (FBA); the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; behavior support plans and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain

adherence to staff qualification requirements may result in contract termination. NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a student. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Intervention Plan (“BIP”), CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1-9).

32. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

33. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).) If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS), if requested, for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM (if applicable) and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

34. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

35. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP.

36. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

37. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request.

The CONTRACTOR shall an LEA representative provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting, if requested by LEA, for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

38. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of

diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

40. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within five "5" business days when a LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

41. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to students.

CONTRACTORS operating programs with associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

42. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR

shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

43. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., tit. 5, section 3001 et seq., Cal. Code Regs., tit. 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

44. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

45. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the Nonpublic School, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony

as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

47. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid nonexpired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR when requested. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of

Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day or during the course of services being provided. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise

specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that ARE not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR

determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a NPS classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

62. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such

access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR**LEA****Santa Barbara County SELPA**_____
Nonpublic School/AgencyBy: _____
Signature Date_____
Name and Title of Authorized RepresentativeBy: _____
Signature Date
Dr. Ray Avila, SELPA Executive Director_____
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Dr. Ray Avila, SELPA Executive Director
Nonpublic School/Agency/Related Service Provider	LEA
Address	5385 Hollister Avenue, Box 107
City State Zip	Address Santa Barbara, CA 93111
Phone Fax	City State Zip (805) 683-1424 (805) 967-1960
Email	Phone Fax selpa@sbceo.org
	Email

EXHIBIT A: RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2021-22-** **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) _____ **(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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. SCIA** – Individual (must be authorized on IEP)	_____	_____
	b. SCIA – Group of 2	_____	_____
	c. SCIA – Group of 3	_____	_____
	d. Classroom Instructional Assistance – Per diem or per hour	_____	_____
(6)	Intensive Special Education Instruction***	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
	a. Individual	_____	_____
	b. Consultation	_____	_____
(9)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(11)		_____	_____
(12)		_____	_____

* Parent transportation reimbursement rates are to be determined by the LEA.

**SCIA – Special Circumstance Instructional Assistance

*** By Credentialed Special Education Teacher.

EXHIBIT A: RATES

CONTRACTOR ABA Network, Inc. CONTRACTOR NUMBER 2021-22-02 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1) a. Behavior Intervention – BII	\$51	Hourly
b. Behavior Intervention – BID (Supervision)	\$91	Hourly

EXHIBIT A: RATES

CONTRACTOR Accountable Healthcare Staffing **CONTRACTOR NUMBER** 2021-22-11 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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 – Individual	\$85-\$90	Hourly
	b. Language and Speech Therapy – Group of 2	\$85-\$90	Hourly
	c. Language and Speech Therapy – Group of 3	\$85-\$90	Hourly
	d. Language and Speech Therapy – Per diem	\$85-\$90	Hourly
	e. Language and Speech – Consultation Rate	\$85-\$90	Hourly
(2)	a. Occupational Therapy – Individual	\$85-\$90	Hourly
	b. Occupational Therapy – Group of 2	\$85-\$90	Hourly
	c. Occupational Therapy – Group of 3	\$85-\$90	Hourly
	d. Occupational Therapy – Group of 4 - 7	\$85-\$90	Hourly
	e. Occupational Therapy – Consultation Rate	\$85-\$90	Hourly
(3)	Nursing Services	\$60-\$80	Hourly
(4)	Mental Health Services	\$85-\$90	Hourly

EXHIBIT A: RATES

CONTRACTOR <u>AMN Healthcare</u>	CONTRACTOR NUMBER _____	<u>2021-22-03</u>	<u>2021-2022</u>
(NONPUBLIC SCHOOL OR AGENCY)			(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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. School Psychologist	\$90-\$95	Hourly
	b. School Psychologist – Bilingual	\$100	Hourly
	c. School Psychologist – Telemedicine	\$100	Hourly
(2)	a. Board Certified Behavioral Analyst (BCBA)	\$90-\$95	Hourly
	b. Board Certified Behavioral Analyst (BCBA) – Bilingual	\$100	Hourly
	c. Board Certified Behavioral Analyst (BCBA) – Telemedicine	\$100	Hourly
(3)	a. Physical Therapist	\$83-\$87	Hourly
	b. Physical Therapy Assistant (PTA)	\$55	Hourly
	c. Physical Therapist – Bilingual	\$90	Hourly
	d. Physical Therapy Assistant (PTA) – Bilingual	\$60	Hourly
	e. Physical Therapist – Telemedicine	\$90	Hourly
	f. Physical Therapy Assistant (PTA) – Telemedicine	\$60	Hourly
(4)	a. Speech Language Pathologist	\$85-\$90	Hourly
	b. Clinical Fellow Speech Language Pathologist with AMN Supervision	\$85-\$90	Hourly
	c. Clinical Fellow Speech Language Pathologist with District Supervision	\$85-\$90	Hourly
	d. Speech Language Pathologist Assistant (SLPA)	\$75	Hourly
	e. Speech Language Pathologist – Bilingual	\$95	Hourly
	f. Clinical Fellow Speech Language Pathologist with AMN Supervision- Bilingual	\$95	Hourly
	g. Clinical Fellow Speech Language Pathologist with District Supervision - Bilingual	\$90	Hourly
	h. Speech Language Pathologist Assistant (SLPA) - Bilingual	\$80	Hourly
	i. Speech Language Pathologist – Telemedicine	\$95	Hourly
	b. Clinical Fellow Speech Language Pathologist with AMN Supervision – Telemedicine	\$90	Hourly
	c. Clinical Fellow Speech Language Pathologist with District Supervision – Telemedicine	\$90	Hourly
	b. Speech Language Pathologist Assistant (SLPA) – Telemedicine	80	Hourly
(5)	a. Occupational Therapist	\$83-\$87	Hourly
	b. Certified Occupational Therapy Assistant (COTA)	\$73	Hourly
	c. Occupational Therapist – Bilingual	\$90	Hourly
	d. Certified Occupational Therapy Assistant (COTA) – Bilingual	\$78	Hourly
	e. Occupational Therapist – Telemedicine	\$90	Hourly
	f. Certified Occupational Therapy Assistant (COTA) – Telemedicine	\$78	Hourly
(6)	a. Registered Nurse (RN)	\$65-\$70	Hourly
	b. Licensed Practical Nurse (LPN)	\$65-\$70	Hourly
	c. Registered Nurse (RN) - Bilingual	\$75	Hourly
	d. Licensed Practical Nurse (LPN) - Bilingual	\$75	Hourly
	e. Registered Nurse (RN) - Telemedicine	\$75	Hourly

(7)	f. Licensed Practical Nurse (LPN) - Telemedicine	<hr/> \$75 <hr/>	<hr/> Hourly <hr/>
	a. Social Worker	<hr/> \$90-\$95 <hr/>	<hr/> Hourly <hr/>
	b. Social Worker – Bilingual	<hr/> \$100 <hr/>	<hr/> Hourly <hr/>
	c. Social Worker – Telemedicine	<hr/> \$100 <hr/>	<hr/> Hourly <hr/>

EXHIBIT A: RATES

CONTRACTOR ATX Learning Group **CONTRACTOR NUMBER** 2021-22-04 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1) Educational Counseling – Individual/group	\$100-\$122	Hourly
(2) Language and Speech Therapy – Individual/group	\$95-\$112	Hourly
(3) Intensive Special Education Instruction*	\$85-\$97	Hourly
(4) Occupational Therapy – Individual/group	\$95-\$100	Hourly
(5) Physical Therapy – Individual/group	\$92-\$97	Hourly
(6) Nursing Services	\$82-\$92	Hourly
(7) School Psychologist	\$110-\$120	Hourly
(8) Special Education Teacher	\$85-\$95	Hourly

* By Credentialed Special Education Teacher.

EXHIBIT A: RATES

CONTRACTOR Kathleen Blake **CONTRACTOR NUMBER** 2021-22-10 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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 – Individual	\$650	Daily
b. Language and Speech Therapy – Group of 2	\$650	Daily
c. Language and Speech Therapy – Group of 3	\$650	Daily
d. Language and Speech Therapy – Per diem	\$650	Daily
e. Language and Speech – Consultation Rate	\$650	Daily

EXHIBIT A: RATES

CONTRACTOR California Psychcare CONTRACTOR NUMBER 2021-22-34 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1) a. Behavior Intervention – BII	\$54.09	Hourly
b. Behavior Intervention – BID	\$79.53	Hourly
a. Behavioral Assessment	\$1,200	Per assessment
Provided by: _____		

EXHIBIT A: RATES

CONTRACTOR CARD CONTRACTOR NUMBER 2021-22-05 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. <u>Related Services</u>		
(1) a. Behavior Intervention – BII	\$75	Hourly
b. Behavior Intervention – BID	\$170	Hourly

EXHIBIT A: RATES

CONTRACTOR	Children's Network	Therapy	CONTRACTOR NUMBER	2021-22-32	2021-2022
<u>(NONPUBLIC SCHOOL OR AGENCY)</u>				<u>(CONTRACT YEAR)</u>	

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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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 – Individual	\$130	Per Hour
	b. Language and Speech Therapy – Group	\$95	Per Hour – Per Individual in Group
	c. Language and Speech Therapy – Virtually	\$115	Per Hour
(2)	a. Physical Therapy – Individual	\$130	Per Hour
	b. Physical Therapy – Group	\$95	Per Hour – Per Individual in Group
	c. Physical Therapy – Virtually	\$115	Per Hour
(3)	a. Occupational Therapy – Individual	\$130	Per Hour
	b. Occupational Therapy – Group	\$95	Per Hour – Per Individual in Group
	c. Occupational Therapy – Virtually	\$115	Per Hour
(4)	a. Adaptive Physical Education – Individual	\$115	Per Hour
	b. Adaptive Physical Education - Group	\$75	Per Hour – Per Individual in Group
	c. Adaptive Physical Education – Virtually	\$95	Per Hour
(5)	a. Independent Educational Evaluation	\$900	Per IEE

EXHIBIT A: RATES

CONTRACTOR	CompHealth	Medical	<u>CONTRACTOR NUMBER</u>	<u>2021-22-12</u>	<u>2021-2022</u>
	<u>Staffing</u>				
<u>(NONPUBLIC SCHOOL OR AGENCY)</u>				(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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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 – Individual	\$78 - \$83	Hourly
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(2)	a. Occupational Therapy – Individual	\$73 - \$77	Hourly
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(3)	Physical Therapy	\$73 - \$77	Hourly
	a. Individual		
	b. Consultation		
(4)	Nursing Services	\$65 - \$68	Hourly

EXHIBIT A: RATES

CONTRACTOR Dove Psychological and Behavioral Services **CONTRACTOR NUMBER** 2021-22-06 2021-2022
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1) a. Behavior Intervention – BID – Mitchell Taubman, Ph.D.	\$325	Hourly
b. Behavior Intervention – BID – Mitchell Taubman, Ph.D.	\$2,000	Daily
c. Behavior Intervention – BID – Masters Level BCBA, over 10 years experience	\$225	Hourly
d. Behavior Intervention – BID – Masters Level BCBA, over 10 years experience	\$1,700	Daily

EXHIBIT A: RATES

CONTRACTOR Educational Based Services **CONTRACTOR NUMBER** 2021-22-13 **2021-2021**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Educational Counseling – Individual	\$90.00	Hour
	b. Educational Counseling – Group of _____	\$90.00	Hour
	c. Counseling – Parent		
(2)	a. Language and Speech Therapy – Individual	\$88.00	Hour
	b. Language and Speech Therapy – Group of 2	\$88.00	Hour
	c. Language and Speech Therapy – Group of 3	\$88.00	Hour
	d. Language and Speech Therapy – Per diem	\$88.00	Hour
	e. Language and Speech – Consultation Rate	\$88.00	Hour
(3)	a. Occupational Therapy – Individual	\$88.00	Hour
	b. Occupational Therapy – Group of 2	\$88.00	Hour
	c. Occupational Therapy – Group of 3	\$88.00	Hour
	d. Occupational Therapy – Group of 4 - 7	\$88.00	Hour
	e. Occupational Therapy – Consultation Rate	\$88.00	Hour
(4)	Physical Therapy	\$90.00	Hour
	a. Individual		
	b. Consultation		
(5)	a. Behavior Intervention – BII	\$120.00	Hour
	b. Behavior Intervention – BID	\$65.00	Hour

EXHIBIT A: RATES

CONTRACTOR eLuma Online Therapy CONTRACTOR NUMBER 2021-22-07 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

Rates are negotiated on a case by case basis using a flat fee per student model. The flat fee model covers direct and indirect time, caseload management, scheduling, reporting, staff meeting collaboration, IEP meetings, the technology platform, customer service, equipment and customer support.

B. Related Services

(1) Physical Therapy	Flat fee per student	TBD by IEP Team
(2) Psychology	Flat fee per student	TBD by IEP Team
(3) Counseling	Flat fee per student	TBD by IEP Team
(4) Language and Speech Therapy	Flat fee per student	TBD by IEP Team
(5) Occupational Therapy	Flat fee per student	TBD by IEP Team

EXHIBIT A: RATES

CONTRACTOR Family Service Agency **CONTRACTOR NUMBER** 2021-22-35 **2021-22**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Social Work Services (home and school intensive MH services)	\$140	Hourly
	b. Educational Counseling – Individual	\$140	Hourly
	c. Educational Counseling – Group	\$140	Hourly
	d. Counseling – Parent	\$140	Hourly
(2)	<u>Other Non-IEP Services</u>		
	a. Attendance at IEP Meeting	\$140	Hourly
	b. Case Intake and Review, 2 hours for new referral	\$140	Hourly

EXHIBIT A: RATES

CONTRACTOR The Genesis Group **CONTRACTOR NUMBER** 2021-22-29 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Special Education Teacher	\$68-\$75	Hourly
(2)	a. Psychologist	\$98-\$115	Hourly
(3)	a. School Registered Nurse	\$58-\$65	Hourly
	b. School Licensed Vocational Nurse	\$53-\$57	Hourly
	c. School Certified Nursing Assistant	\$38-\$45	Hourly
(4)	a. Speech Language Pathologist	\$88-\$115	Hourly
	b. Speech Language Pathologist Visit	\$127-\$135	Hourly
	c. Speech Pathology Assistant	\$63-\$67	Hourly
	d. Clinical Fellowship Year	\$75-\$80	Hourly
(5)	a. Occupational Therapist	\$88-\$110	Hourly
	b. Occupational Therapy Visit	\$95-\$115	Hourly
	c. Occupational Therapy Assistant	\$58-\$63	Hourly
(6)	a. Physical Therapist	\$88-\$110	Hourly
	b. Physical Therapy Visit	\$95-\$115	Hourly
	c. Physical Therapy Assistant	\$58-\$65	Hourly
(7)	a. Behavior Analyst	\$78-\$85	Hourly
(8)	a. Licensed Marriage and Family Therapist	\$75-\$80	Hourly

Bilingual Candidate \$5.00 per hour added

EXHIBIT A: RATES

CONTRACTOR	Hayden Consultation Services, Inc.	CONTRACTOR NUMBER	2021-22-08	2021-2022
(NONPUBLIC SCHOOL OR AGENCY)			(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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	
Per Diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.		
B. <u>Related Services</u>		
(1) a. Intensive Behavior Services	\$60	Hourly
• Behavior Intervention – Implementation (BII)	\$70	Hourly
• Behavior Intervention – Design or Planning (BID)	\$150	Hourly

CONTRACTOR	Haynes Family of Programs	CONTRACTOR NUMBER	2021-22-15	2021-2022
	– STAR Academy			
(NONPUBLIC SCHOOL OR AGENCY)				(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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Specialized Academic Instruction	\$120	Hourly
	b. Specialized Academic Instruction Triennial Assessment – Comprehensive Academic Assessment	\$875	Per Evaluation
	c. Specialized Academic Instruction Review of Records	\$575	Per Evaluation
	d. Supplemental Academic Support (SAS) or Transition Services	\$85	Per Hour
(2)	a. ERICS – ERHMS Counseling	\$130	Per Hour
	b. ERICS/ERHMS Counseling Review of Records	\$575	Per Evaluation
	c. ERICS/ERHMS Counseling Triennial Assessment	\$875	Per Evaluation
	d. ERMHS Assessment	\$1,850	Per Evaluation
	e. Psycho Educational Assessment	\$3,500	Per Evaluation
	f. ERICS – ERHMS Counseling – Parent Training	\$110	Per Hour
	g. ERICS – ERHMS Counseling – 1:1	\$130	Per Hour
(3)	a. Adapted Physical Education Assessment	\$1,850	Per Evaluation
	b. Adapted Physical Education Review of Records	\$575	Per Evaluation
	c. Adapted Physical Education Triennial Assessment	\$875	Per Evaluation
(4)	a. Language and Speech Therapy	\$165	Hourly
	b. Language and Speech Therapy Assessment	\$1,850	Per Evaluation
	c. Language and Speech Therapy AAC Assessment	\$1,850	Per Evaluation
	d. Language and Speech Therapy Review of Records	\$575	Per Evaluation
	e. Language and Speech Therapy Triennial Assessment	\$875	Per Evaluation
(5)	a. Functional Behavioral Assessment – One Location (School or Home)	\$1,850	Per Evaluation
	b. Functional Behavioral Assessment – Two Location (School & Home)	\$2,050	Per Evaluation
	c. Functional Behavioral Assessment with 1:1 Aide Determination (School Based)	\$2,050	Per Evaluation
(6)	a. Occupational Therapy	\$165	Hourly
	b. Occupational Therapy Assessment	\$1,850	Per Evaluation
	c. Occupational Therapy AT Assessment	\$1,850	Per Evaluation
	d. Occupational Therapy Review of Records	\$575	Per Evaluation
	e. Occupational Therapy Triennial Assessment	\$875	Per Evaluation
(7)	a. Physical Therapy Assessment	\$1,850	Per Evaluation
	b. Physical Therapy Assessment Review of Records	\$575	Per Evaluation
	c. Physical Therapy Triennial Assessment	\$875	Per Evaluation
(8)	a. Behavior Intervention – BII	\$85	Hourly
	b. Behavior Intervention – BID to Accompany BII Services	\$130	Hourly
	c. Social Skills with BCBA	\$130	Hourly
(9)	a. Orientation and Mobility Instruction	\$100	Per Hour
	b. Visual Impairment Services	\$100	Per Hour
(10)	a. Deaf and Hard of Hearing Services	\$100	Per Hour

EXHIBIT A: RATES

CONTRACTOR Holdsambeck and Assoc. CONTRACTOR NUMBER 2021-22-09 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1) a. Behavior Intervention – BII	\$90	Hourly
b. Behavior Intervention – BID	\$150	Hourly

EXHIBIT A: RATES

CONTRACTOR	Inclusive Education & Community Partnership	CONTRACTOR NUMBER	2021-22-16	2021-2022
(NONPUBLIC SCHOOL OR AGENCY)			(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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. <u>Related Services</u>		
(1) Inclusion Support	\$150	Hourly
a. Director/Owner	\$180	Hourly
b. BCBA Supervisor	\$180	Hourly
(2) Mileage	IRS Rate	Per mile

EXHIBIT A: RATES

CONTRACTOR The Language Center **CONTRACTOR NUMBER** 2021-22-17 **2021-22**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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 – Individual	\$160.00	Hourly
b. Language and Speech Therapy – Group of 2	n/a	
c. Language and Speech Therapy – Group of 3	n/a	
d. Language and Speech Therapy – Per diem	n/a	
e. Language and Speech – Consultation Rate	n/a	
f. Language and Speech – Assessment	\$160.00	Hourly

EXHIBIT A: RATES

CONTRACTOR	Mariposas	Project/MP	CONTRACTOR NUMBER	2021-22-18	2021-2022
	Health				
(NONPUBLIC SCHOOL OR AGENCY)				(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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

EXHIBIT A: RATES

CONTRACTOR	Maxim Healthcare Staffing Services	CONTRACTOR NUMBER	2021-22-30	2021-2022
(NONPUBLIC SCHOOL OR AGENCY)			(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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Educational Counseling – Individual	\$120	Hour
	b. Educational Counseling – Group of _____	\$120	Hour
	c. Counseling – Parent	\$120	Hour
(2)	a. Language and Speech Therapy – Individual	\$100- \$120	Hour
	b. Language and Speech Therapy – Group of 2	\$100- \$120	Hour
	c. Language and Speech Therapy – Group of 3	\$100- \$120	Hour
	d. Language and Speech Therapy – Per diem	\$100- \$120	Hour
	e. Language and Speech – Consultation Rate	\$100- \$120	Hour
(3)	a. Occupational Therapy – Individual	\$100	Hour
	b. Occupational Therapy – Group of 2	\$100	Hour
	c. Occupational Therapy – Group of 3	\$100	Hour
	d. Occupational Therapy – Group of 4 - 7	\$100	Hour
	e. Occupational Therapy – Consultation Rate	\$100	Hour
(4)	Physical Therapy	\$100	Hour
	a. Individual		
	b. Consultation		
(5)	a. BCBA	\$120	Hour
	b. Behavior Technician	\$50	Hour
(6)	Nursing Services		
	a. District Credentialed RN	\$80-\$100	Hour
	b. BSN District RN	\$70	Hour
	c. LVN	\$55	Hour
	d. Classroom aide/Para Educator	\$35	Hour

EXHIBIT A: RATES

CONTRACTOR Mediscan Staffing Services **CONTRACTOR NUMBER** 2021-22-20 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Psychologist	\$95-\$105	Hourly
	b. Guidance Counselor	\$69-\$75	Hourly
	c. LMFT	\$85-\$95	Hourly
(2)	a. Adapted Physical Education	\$85-\$95	Hourly
(3)	a. Language and Speech Therapist	\$85-\$95	Hourly
	b. Bilingual Language and Speech Therapist	\$95-\$105	Hourly
	c. Language and Speech Therapy Assistant	\$60-\$67	Hourly
	d. Bilingual Language and Speech Therapy Assistant	\$70-\$75	Hourly
(4)	a. Paraprofessional/SpEd Aide	\$34-\$37	Hourly
(5)	a. Occupational Therapist	\$85-\$95	Hourly
	b. COTA	\$65-\$69	Hourly
(6)	a. Physical Therapist	\$85-\$95	Hourly
	b. Physical Therapy Assistant	\$65-\$69	Hourly
(7)	a. Behavior Intervention – BII	\$37-\$45	Hourly
	b. Behavior Intervention – BID	\$95-\$105	Hourly
	c. Registered Behavior Technician	\$45-\$50	Hourly
	d. Behavior Analyst/Consultant	\$95-\$105	
(8)	Credentialed RN	\$85-\$95	Hourly
	RN	\$70-\$75	Hourly
	CNA	\$32.50-\$37	Hourly
	LVN	\$50-\$55	Hourly
(9)	Teachers for the Visually Impaired	\$95-\$105	Hourly
(10)	Orientation/Mobility Specialist	\$95-\$105	Hourly
(11)	Reading Specialist	\$95-\$105	Hourly
(12)	Sign Language Interpreter	\$65-\$69	Hourly
(13)	Social Worker	\$81-\$85	Hourly
(14)	Special Education Teacher	\$75-\$85	Hourly
(15)	Teachers for the Deaf/Hard of Hearing	\$95-\$105	Hourly

EXHIBIT A: RATES

CONTRACTOR Lisa Serby, OT Arts **CONTRACTOR NUMBER** 2021-22-21 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1) a. Occupational Therapy – Individual	\$180	50 Minutes
b. Occupational Therapy – Group of 2	\$216	50 Minutes
c. Occupational Therapy – Group of 3	\$316	50 Minutes
d. Occupational Therapy – Group of 4 - 7	\$432	50 Minutes
e. Occupational Therapy – Consultation Rate	\$216	Hour

EXHIBIT A: RATES

CONTRACTOR Peer Buddies CONTRACTOR NUMBER 2021-22-01 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

Rate	Period
------	--------

Related Services

a. Direct Intervention

\$150

Hourly

b. Student Observation

\$150

Hourly

Other Non-IEP Services

a. Staff Training

\$150

Hourly

b. Collaboration with Providers

\$150

Hourly

EXHIBIT A: RATES

CONTRACTOR Platinum Teletherapy CONTRACTOR NUMBER 2021-22-22 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Social Work / Psychologist Services	\$89	Hourly
(2)	a. Language and Speech Therapy	\$89	Hourly
	b. Bilingual Language and Speech Therapy	\$95	Hourly
(3)	a. Occupational Therapy	\$89	Hourly
(4)	Special Education Teacher	\$65	Hourly

EXHIBIT A: RATES

CONTRACTOR Protocol Agency, Inc. **CONTRACTOR NUMBER** 2021-22-23 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Special Education Teacher	\$68-\$73	Hourly
(2)	a. Psychologist	\$98-\$115	Hourly
(3)	a. School Registered Nurse	\$58-\$62	Hourly
	b. School Licensed Vocational Nurse	\$50-\$52	Hourly
	c. School Certified Nursing Assistant	\$38-\$40	Hourly
(4)	a. Sppech Language Pathologist	\$85-\$100	Hourly
	b. Speech Pathology Assistant	\$67-\$70	Hourly
(5)	a. Licensed Marriage and Family Therapist	\$75-\$80	Hourly
(6)	a. Occupational Therapist	\$85-\$88	Hourly
	b. Occupational Therapy Visit	\$90-\$115	Hourly
	c. Occupational Therapy Assistant	\$65-\$70	Hourly
(7)	a. Behavior Analyst	\$75-\$80	Hourly
(8)	a. Physical Therapist	\$85-\$88	Hourly
	b. Physical Therapy Assistant	\$65-\$70	Hourly
	c. Physical Therapy Visit	\$90-\$115	Hourly

Bilingual Candidate \$5 per hour added

EXHIBIT A: RATES

CONTRACTOR Soliant Health CONTRACTOR NUMBER 2021-22-33 2021-2022
 (NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. School Psychologist	\$91-\$96	Hourly
(2)	a. Speech Language Pathologist	\$81-\$86	Hourly
	b. Speech Language Pathologist Assistant	\$65-\$68	Hourly
(3)	a. Physical Therapist	\$87-\$93	Hourly
	b. Physical Therapist Assistant	\$68-\$74	Hourly
(4)	a. Occupational Therapist	\$83-\$89	Hourly
	b. Certified Occupational Therapist Assistant	\$61-\$65	Hourly

EXHIBIT A: RATES

CONTRACTOR	STAR of CA, DBA – ERA	<u>CONTRACTOR NUMBER</u>	<u>2021-22-31</u>	<u>2021-2022</u>
	ED			
<u>(NONPUBLIC SCHOOL OR AGENCY)</u>			<u>(CONTRACT YEAR)</u>	

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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Educational Counseling – Licensed MH Professional	\$129.14	Hourly
	c. Educational Counseling – Individual with MH Associate	\$70.26	Hourly
	d. Parent Counseling & Training	\$129.14	Hourly
	e. Parent Counseling & Training with MH Associate	\$70.26	Hourly
	f. Psychological Services	\$129.14	Hourly
	g. Assessments- Psycho-educational, Education Related MH Services	\$129.14	Hourly
	h. Mental Health Consultation	\$129.14	Hourly
	i. Mental Health Consultation with MH Associate	\$70.26	Hourly
(2)	a. Behavior Intervention – BII - Direct Instruction	\$64.42	Hourly
	b. Behavior Intervention Supervision – BID	\$128.80	Hourly
	c. FBA/FAA Assessments	\$128.80	Hourly
	d. Behavioral Services Consultation	\$128.80	Hourly
(3)	a. Wrap Services – MH Licensed Mental Health Professional	\$129.14	Hourly
	b. Wrap Services – MH Associate	\$70.26	Hourly
	c. Wrap Services – Licensed Psychologist	\$64.42	Hourly
(4)	a. Cancellations with 1.5 hours of scheduled start or No Shows. May bill up to 1 hour for last minute cancellations or no shows per session, not to exceed the length of the scheduled session.	Above Rates	Up to 1 Hour per session not to exceed length of scheduled session.
	b. Wait Time for Student Arrival – may bill up to 15 minutes per scheduled session for wait time.	Above Rates	Up to 15 minutes per scheduled session

EXHIBIT A: RATES

CONTRACTOR The Stepping Stones Group **CONTRACTOR NUMBER** 2021-22-24 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1) Special Education Teacher	\$85-\$90	Hourly
(2) School Psychologist	\$95-\$105	Hourly
(3) Adapted Physical Education	\$85-\$88	Hourly
(4) Language and Speech Therapy	\$88-\$95	Hourly
Language and Speech Pathology Assistant	\$68-\$70	Hourly
(5) Occupational Therapy	\$88-\$95	Hourly
Occupational Therapy Assistant	\$68 - \$70	Hourly
(6) Physical Therapist	\$88-\$95	Hourly
Physical Therapy Assistant	\$68 - \$70	Hourly
(7) School Counselor or LMFT	\$85 -\$90	Hourly
(8) RN	\$55-\$65	Hourly
Credentialed School Nurse	\$85-\$100	Hourly
LVN	\$45-\$48	Hourly
(9) Paraeducators	\$38 - \$44	Hourly
(10) Behavior Interventionist	\$45 - \$50	Hourly
Registered Behavior Technician	\$55 - \$60	Hourly
(11) BCBA	\$90-\$100	Hourly
ABA	\$50 - \$55	Hourly
(12) Social Worker	\$70-\$77	Hourly
(13) Orientation & Mobility, Vision Services, DHH Services	\$75-\$90	Hourly
(14) ASL Interpreter	\$62-\$72	Hourly

+ \$5 per hour for bilingual

EXHIBIT A: RATES

CONTRACTOR Sunbelt Staffing LLC **CONTRACTOR NUMBER** 2021-22-25 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. Adapted Physical Education – Individual	\$75 - \$90	Hour
	b. Adapted Physical Education – Group of _____	\$75 - \$90	Hour
	c. Adapted Physical Education – Group of _____		
(2)	a. Language and Speech Therapy – Individual	\$75 - \$90	Hour
	b. Language and Speech Therapy – Group of 2	\$75 - \$90	Hour
	c. Language and Speech Therapy – Group of 3	\$75 - \$90	Hour
	d. Language and Speech Therapy – Per diem	\$75 - \$90	Hour
	e. Language and Speech – Consultation Rate	\$75 - \$90	Hour
(3)	a. Occupational Therapy – Individual	\$75 - \$90	Hour
	b. Occupational Therapy – Group of 2	\$75 - \$90	Hour
	c. Occupational Therapy – Group of 3	\$75 - \$90	Hour
	d. Occupational Therapy – Group of 4 - 7	\$75 - \$90	Hour
	e. Occupational Therapy – Consultation Rate	\$75 - \$90	Hour
(4)	Physical Therapy	\$75 - \$90	Hour
	a. Individual		
	b. Consultation		
(5)	a. Behavior Intervention – BII	\$45 - \$65	Hour
	b. Behavior Intervention – BID	\$45 - \$65	Hour
	Provided by: _____		
(6)	Nursing Services	\$40 - \$75	Hour

EXHIBIT A: RATES

CONTRACTOR Therapy Staff **CONTRACTOR NUMBER** 2021-22-28 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. Related Services

(1)	a. School Psychologist	\$90-\$100	Hourly
(2)	a. Speech Language Pathologist	\$85-\$110	Hourly
	b. Speech Language Pathologist Assistant	\$60-\$65	Hourly
(3)	a. Occupational Therapist	\$70-\$75	Hourly
	b. Certified Occupational Therapist Assistant	\$60-\$65	Hourly
(4)	a. Physical Therapist	\$70-\$75	Hourly
	b. Physical Therapist Assistant	\$60-\$65	Hourly

Both District and Therapy Staff, LLC agree to the following direct hire and contract to hire Placement Fees for submitted or placed Contractor in the event District has an interest or intent to hire. The fee for a non-Assistant Contractor will be \$15,000.00 and \$10,000.00 for Assistants. Acquisition fees will be invoiced upon commencement of employment and paid within 30 days. At least two weeks prior to discussing potential permanent employment of Therapist, District must notify Therapy Staff, LLC of its intentions.

The Placement Fee is earned when Therapy Staff, LLC personnel is hired by District as an employee, consultant, independent contractor, full time, part time, per diem, or any other arrangement, directly or indirectly, through discovery and disclosure to District. The fee is also earned if District refers Therapy Staff, LLC personnel to another employer who hires Therapy Staff, LLC personnel, or Therapy Staff, LLC personnel was referred to District by another search firm, but was first referred to District by Therapy Staff, LLC. Fees are earned when the candidate reports for work to District. For failure to comply with above conditions, District unconditionally agrees to compensate Therapy Staff, LLC for any loss incurred by Therapy Staff, LLC for interfering with Therapy Staff, LLC business matters.

EXHIBIT A: RATES

CONTRACTOR TinyEYE Therapy Services **CONTRACTOR NUMBER** 2021-22-27 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

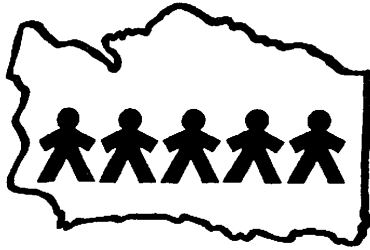
Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges 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 _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	n/a	
Basic Education Program/Dual Enrollment	n/a	

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

B. <u>Related Services</u>		
(1)	a. Language and Speech Therapy – Individual	\$80.00 Hourly
	b. Language and Speech Therapy – Group of 2	
	c. Language and Speech Therapy – Group of 3	
	d. Language and Speech Therapy – Per diem	
	e. Language and Speech – Consultation Rate	
(2)	a. Occupational Therapy – Individual	\$80.00 Hourly
	b. Occupational Therapy – Group of 2	
	c. Occupational Therapy – Group of 3	
	d. Occupational Therapy – Group of 4 - 7	
	e. Occupational Therapy – Consultation Rate	
(3)	Physical Therapy	\$80.00 Hourly
	a. Individual	
	b. Consultation	



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern 21-22 Match and Services Agreements

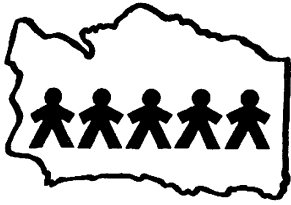
BACKGROUND:

- The JPA Board previously approved that SBCSELPA engage in the SB-PIC program, an approved training program with UCSB for doctoral level school-clinical psychologists.
- There are currently five participants that were a match and selected our program sights for their doctoral training.
- These doctoral candidates will be performing school psychologist services to four of our member LEAs/districts and SBCSELPA:
 - Santa Barbara Unified School District (SBUSD)
 - Guadalupe Union School District (GUSD)
 - Santa Maria – Bonita School District (SMBSD)
 - Santa Ynez Valley Special Education Consortium (SYVSEC)
 - SBCSELPA

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: The JPA Board approve the SB-PIC intern services agreement as presented.

RA:lm



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

SERVICES AGREEMENT

This agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA" and

CONTRACTOR: **Monica Galindo**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code

hereinafter referred to as the "CONTRACTOR".

RECITALS

Whereas, the SBCSELPA desires CONTRACTOR to **provide 35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days between August 1, 2021 and June 30, 2022.**

Whereas, CONTRACTOR represents itself able and, for a consideration, willing to perform the services for the SBCSELPA.

Now, THEREFORE, the parties agree to enter into this Services Agreement for CONTRACTOR to provide the SBCSELPA the services as detailed herein.

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

The term of this Agreement shall be the term set forth for services to be provided by CONTRACTOR under this Agreement. The effective date of this Agreement shall be **August 1, 2021 through June 15, 2022.**

B. SERVICES CONTRACTOR AGREES TO PERFORM

CONTRACTOR agrees to perform the services described below:

35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days. CONTRACTOR also agrees to participate in a weekly supervision meeting and monthly full-day didactic professional development training required for interns in the SB-PIC program. It is understood that the CONTRACTOR will fulfill at least 1500 hours during the academic year, and will continue to accrue hours throughout the academic year.

C. SERVICES SBCSELPA AGREES TO PERFORM

SBCSELPA agrees to provide doctoral level clinical psychologist supervision for the SB-PIC (including an average of two hours of individual and group supervision each week).

D. SERVICES DISTRICT AGREES TO PERFORM

District agrees to provide ongoing oversight and supervision by a fully credentialed school psychologist.

E. COMPENSATION

The SBCSELPA agrees to compensate the CONTRACTOR for services rendered above in the total amount not to exceed thirty thousand dollars (\$30,000).

CONTRACTOR shall submit a monthly invoice for services rendered within thirty (30) days of service provision. Upon receipt of an acceptable invoice, payment shall be made in a reasonable period. It shall be the responsibility of the CONTRACTOR to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. In no event shall the SBCSELPA be liable for interest or late payments. Following submission of their monthly Time2Track report, interns should anticipate they will receive the \$3,000 monthly stipend within two weeks.

GENERAL CONDITIONS

1. INDEPENDENT CONTRACTOR

It is agreed that the CONTRACTOR is acting in an independent status and not as an agent or employee of SBCSELPA. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required of it under this Agreement.

2. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify, and hold harmless the SBCSELPA, its governing board, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney's fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or incident to any alleged acts, negligence, omissions or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

3. TAXES

Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

4. LIABILITY OF SBCSELPA

SBCSELPA's payment obligation under this agreement shall be limited to the payment provided for in Section E ("COMPENSATION") of this Agreement. SBCSELPA shall not be liable for any special consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

5. DEFAULT

CONTRACTOR shall be in default if CONTRACTOR: (a) fails to perform any term, covenant, or condition contained in this Agreement; (b) files or is the subject of a petition for bankruptcy or insolvency; or (c) has a court ordered receiver or trustee appointed with respect to CONTRACTOR'S assets.

6. REMEDIES

In the event of concerns about the conduct of performance of the CONTRACTOR, *SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance* will be followed and implemented. If default under Section 5 ("DEFAULT") has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

- a) SBCSELPA may terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA. SBCSELPA shall specify the date of termination in its written notice of

termination for default. CONTRACTOR will be paid for services satisfactorily rendered through the date of termination;

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- c) Withhold funds due hereunder;
- d) Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
- e) Exercise any other remedy available by law.

The SBCSELPA shall have no obligation to exercise any of the foregoing remedies.

7. TERMINATION FOR CONVENIENCE

In the event of concerns about the conduct or performance of the CONTRACTOR, SB-PIC *Policies and Procedures of Evaluation, Due Process, Termination & Grievance* will be followed and implemented. SBCSELPA may terminate this Agreement without cause or penalty upon fourteen (14) days prior written notice to CONTRACTOR. In such event, CONTRACTOR shall continue to perform services until the termination effective date and CONTRACTOR will be paid for those services satisfactorily performed through such date.

8. WAIVER

The failure of the SBCSELPA to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

9. NON DISCRIMINATION

CONTRACTOR agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, or disability, in its performance under this Agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

11. SEVERABILITY

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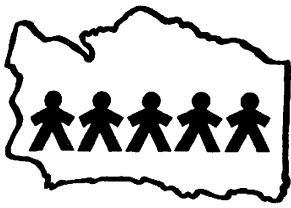
12. ADA COMPLIANCE

CONTRACTOR acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. CONTRACTOR agrees not to discriminate against persons with disabilities in the provision of services, products, benefits, or activities provided in this Agreement, and further agrees that any violation of this prohibition on the part of the CONTRACTOR shall constitute a material breach of this Agreement.

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2021.

_____	_____
CONTRACTOR	Date

_____	_____
Dr. Ray Avila, SELPA Executive Director	Date



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

SERVICES AGREEMENT

This agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA" and

CONTRACTOR: **Emily Hattouni**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code

hereinafter referred to as the "CONTRACTOR".

RECITALS

Whereas, the SBCSELPA desires CONTRACTOR to **provide 35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days between August 1, 2021 and June 30, 2022.**

Whereas, CONTRACTOR represents itself able and, for a consideration, willing to perform the services for the SBCSELPA.

Now, THEREFORE, the parties agree to enter into this Services Agreement for CONTRACTOR to provide the SBCSELPA the services as detailed herein.

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

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C. SERVICES SBCSELPA AGREES TO PERFORM

SBCSELPA agrees to provide doctoral level clinical psychologist supervision for the SB-PIC (including an average of two hours of individual and group supervision each week).

D. SERVICES DISTRICT AGREES TO PERFORM

District agrees to provide ongoing oversight and supervision by a fully credentialed school psychologist.

E. COMPENSATION

The SBCSELPA agrees to compensate the CONTRACTOR for services rendered above in the total amount not to exceed thirty thousand dollars (\$30,000).

CONTRACTOR shall submit a monthly invoice for services rendered within thirty (30) days of service provision. Upon receipt of an acceptable invoice, payment shall be made in a reasonable period. It shall be the responsibility of the CONTRACTOR to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. In no event shall the SBCSELPA be liable for interest or late payments. Following submission of their monthly Time2Track report, interns should anticipate they will receive the \$3,000 monthly stipend within two weeks.

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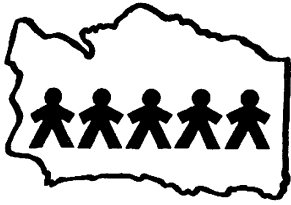
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THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2021.

_____	_____
CONTRACTOR	Date

_____	_____
Dr. Ray Avila, SELPA Executive Director	Date



REF: VI-F.3 162

Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

SERVICES AGREEMENT

This agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the “SBCSELPA” and

CONTRACTOR: **Luisana Suchilt**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code

hereinafter referred to as the “CONTRACTOR”.

RECITALS

Whereas, the SBCSELPA desires CONTRACTOR to **provide 35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days between August 1, 2021 and June 30, 2022.**

Whereas, CONTRACTOR represents itself able and, for a consideration, willing to perform the services for the SBCSELPA.

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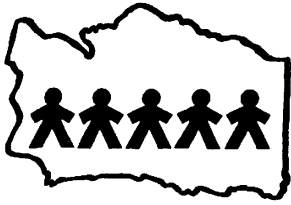
THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2021.

CONTRACTOR

Date

Dr. Ray Avila, SELPA Executive Director

Date



REF: VI-F.4 166

Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

SERVICES AGREEMENT

This agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the “SBCSELPA” and

CONTRACTOR: Nicholas Scheel

Tax ID Number:

Mailing Address:

City:

State:

Zip Code

hereinafter referred to as the “CONTRACTOR”.

RECITALS

Whereas, the SBCSELPA desires CONTRACTOR to provide 35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days between August 1, 2021 and June 30, 2022.

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D. SERVICES DISTRICT AGREES TO PERFORM

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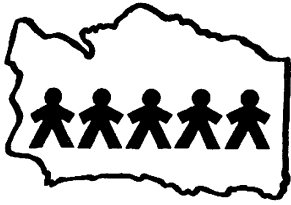
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_____	_____
CONTRACTOR	Date

_____	_____
Dr. Ray Avila, SELPA Executive Director	Date



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

SERVICES AGREEMENT

This agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA" and

CONTRACTOR: **Barbara Katic**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code

hereinafter referred to as the "CONTRACTOR".

RECITALS

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In the event of concerns about the conduct of performance of the CONTRACTOR, *SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance* will be followed and implemented. If default under Section 5 ("DEFAULT") has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

- a) SBCSELPA may terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA. SBCSELPA shall specify the date of termination in its written notice of

termination for default. CONTRACTOR will be paid for services satisfactorily rendered through the date of termination;

- b) Offset the amount of any outstanding liability of CONTRACTOR against funds otherwise due and owing hereunder or any other agreement with CONTRACTOR;
- c) Withhold funds due hereunder;
- d) Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
- e) Exercise any other remedy available by law.

The SBCSELPA shall have no obligation to exercise any of the foregoing remedies.

7. TERMINATION FOR CONVENIENCE

In the event of concerns about the conduct or performance of the CONTRACTOR, SB-PIC *Policies and Procedures of Evaluation, Due Process, Termination & Grievance* will be followed and implemented. SBCSELPA may terminate this Agreement without cause or penalty upon fourteen (14) days prior written notice to CONTRACTOR. In such event, CONTRACTOR shall continue to perform services until the termination effective date and CONTRACTOR will be paid for those services satisfactorily performed through such date.

8. WAIVER

The failure of the SBCSELPA to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

9. NON DISCRIMINATION

CONTRACTOR agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, or disability, in its performance under this Agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

11. SEVERABILITY

If any terms, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

12. ADA COMPLIANCE

CONTRACTOR acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. CONTRACTOR agrees not to discriminate against persons with disabilities in the provision of services, products, benefits, or activities provided in this Agreement, and further agrees that any violation of this prohibition on the part of the CONTRACTOR shall constitute a material breach of this Agreement.

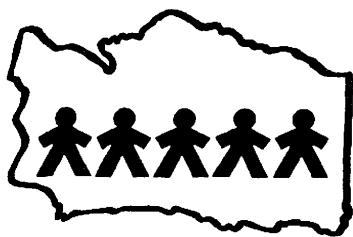
THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2021.

CONTRACTOR

Date

Dr. Ray Avila, SELPA Executive Director

Date



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-2022 Contracts for the Provision of Audiological Services

BACKGROUND:

- As per our Local Plan, SBCSELPA funds annual audiological check ups, as stated in the IEPs of students who are hard of hearing.
- SBCSELPA contracts with the following local audiological providers for the provision of these services:
 - Audiologic Associates of Santa Barbara
 - Hearing Consultants of California
 - Physician's Hearing Service
 - Raymund J. Llaurodo
- Contracting with more than one audiological provider allows parents flexibility in their choice when seeking audiological services for their child.
- The attached contract (**REF: VI-G.1**) will be submitted to all audiological providers listed above for signature after JPA Board approval of contract.

FISCAL IMPACT: Approval of the contracts will not increase services or costs.

RECOMMENDATION: The JPA Board approve the attached contract for the provision of audiological services as presented and needed for the period of July 1, 2021 through June 30, 2022.

RA:lm

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2021, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and _____ (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and the SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication, for all services performed and expenses incurred to date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to CONTRACTOR shall be addressed to _____
_____. The effective date of notice shall be the date of the postmark.

PAYMENT PROVISIONS

13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA:

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented;

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2021, and terminates on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2021, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and Audiologic Associates of Santa Barbara at 215 West Pueblo, Santa Barbara, CA 93105 (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

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1. Whole Agreement, Modifications and Amendments

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PAYMENT PROVISIONS

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<u>Description</u>	<u>Maximum Allowable</u>
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SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

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18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2021, and terminates on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2021, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and Physician's Hearing Service, 116 S. Palisade Drive, Suite 206, Santa Maria, CA 93454 (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and the SBCSELPA. Changes in the educational services or placement

provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication, for all services performed and expenses incurred to date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to CONTRACTOR shall be addressed to Physician's Hearing Service, 116 S. Palisade Drive, Suite 206, Santa Maria, CA 93454. The effective date of notice shall be the date of the postmark.

PAYMENT PROVISIONS

13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$ 45.00 (each)

14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA:

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented;

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2021, and terminates on June 30, 2022 unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2021, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and Raymund J. Llauro, 220 S. Palisade Drive, Suite 102, Santa Maria, CA 93454 (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and the SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

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The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication, for all services performed and expenses incurred to date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to CONTRACTOR shall be addressed to Raymund J. Llauro, 220 S. Palisade Drive, Suite 102, Santa Maria, CA 93454. The effective date of notice shall be the date of the postmark.

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<u>Description</u>	<u>Maximum Allowable</u>
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The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA:

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented;

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions, to the extent such

are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

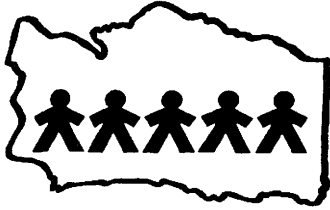
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2021, and terminates on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator

BACKGROUND:

- Jennifer Connolly has been employed by the SBCSELPA as the Coordinator since July 2018.
- Ms. Connolly assists the Executive Director in providing efficient administration of the SBCSELPA including the management of personnel and program functions.
- Ms. Connolly provides training and support services to the 25 LEAs within the SBCSELPA. Her staff development has been highly rated by district staff and administrators.
- Ms. Connolly has made satisfactory progress towards her professional goals.
- It is recommended that the contract for Jennifer Connolly as SBCSELPA Coordinator be renewed for the 2021-2022 school year.

FISCAL IMPACT: A combination of SBCSELPA AB602 and State and Federal Mental Health dollars will fund \$120,135 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Jennifer Connolly as SBCSELPA Coordinator for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Jennifer Connolly Date: May 3, 2021
 Job Title: SELPA Coordinator Contract Year/Term of Employment: 2021-22
 % of Contract: 100% Beginning: July 1, 2021 Ending: June 30, 2022
 Salary Schedule Placement: Step 9 Number of Days: 218
 Eligibility for Health Benefits: Yes Applicable Education Code Classification: 44903.7
 Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you rights required by statute.

As a SBCSELPA Administrator you are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

DUTIES:

The SELPA Coordinator shall report directly to the SELPA Executive Director. The duties of the SELPA Coordinator may include but are not limited to: assisting the Director in providing efficient administration of the Special Education Local Plan Area including the management of personnel and program functions of the SBCSELPA Administrative Office.

ANNUAL SERVICE:

The SELPA Coordinator shall be required to render two hundred eighteen days (218) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred twenty thousand one hundred and thirty-five dollars (\$120,135) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon each subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SBCSELPA Coordinator's salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Coordinator, contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Coordinator will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

The SELPA Coordinator shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Coordinator in the amount of \$200 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Coordinator shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

This is a one-year limited term Intern contract that expires on June 30, 2022.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

Board Chairperson

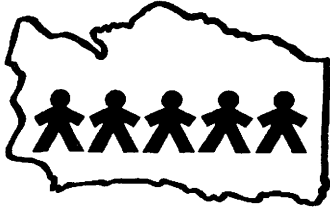
Date

* * * * *

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all of the duties of the
SELPA Coordinator for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

Employee

Date



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC Specialist

BACKGROUND:

- Lisa Foote has been employed by the SBCSELPA as the 1.0 AT/AAC Specialist since September 2020.
- Ms. Foote has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Lisa Foote as the SBCSELPA AT/AAC Specialist be approved for the 2021-2022 school year.

FISCAL IMPACT: SBCSELPA Low Incidence dollars will fund \$113,520.00 for this employee's salary.

RECOMMENDATION: The JPA Board renew the employment contract for Lisa Foote as SBCSELPA AT/AAC Specialist for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Lisa FooteDate: May 3, 2021Hours: 40 per weekContract Year/Term of Employment: 2021-22Job Title: AT/AAC SpecialistBeginning: September 8, 2020Ending: June 30, 2022Salary: \$113,520 (Step 5)Applicable Education Code Classification: §45103 (b) 2% of Contract: 100%Number of Days: 195Eligibility for Health Benefits: YesClassification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 3, 2021 approved the offer of employment for Lisa Foote, SELPA AT/AAC Specialist, for the period of July 1, 2021, through June 30, 2022, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board AT/AAC Specialist shall report directly to the SELPA Coordinator under the supervision of the SELPA Executive Director. The duties of the SELPA AT/AAC Specialist may include but are not limited to: receive and review student referrals from LEA's in SB County for potential AT/AAC eligibility and services, provide assistive technology evaluations and support for children and young adults with disabilities within the Santa Barbara County SELPA; train staff to implement curricular supports; maintain inventory; present workshops on aspects of assistive technology as it relates to curriculum access. All other duties as assigned by the SELPA Executive Director.

ANNUAL SERVICE:

The SELPA AT/AAC Specialist shall be required to render one hundred ninety-five (195) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred thirteen thousand five hundred and twenty dollars (\$113,520) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA AT/AAC Specialist salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA AT/AAC Specialist contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA AT/AAC Specialist will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board Certified Behavior Analyst shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA AT/AAC Specialist in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA AT/AAC Specialist shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA AT/AAC Specialist is not to be renewed upon its expiration, the SELPA AT/AAC Specialist shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2022.

SBCSELPA JPA Board Chairperson

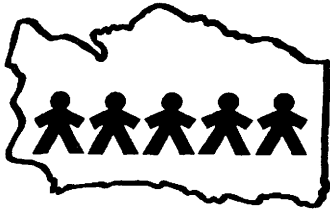
Date _____

* * * * *

I hereby accept the above Contract and agree to comply with the terms and conditions thereof and to fulfill all of the duties of the SELPA AT/AAC Specialist for the Santa Barbara County Special Education Local Plan Area Board during the term specified in this contract.

Employee

Date _____



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist

BACKGROUND:

- Taryn Hurvitz has been employed by the SBCSELPA as the 0.60 Educational Audiologist since November 2017.
- Ms. Hurvitz has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Taryn Hurvitz as SBCSELPA Educational Audiologist be renewed for the 2021-2022 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund this employee's salary and Phd stipend for a total of \$59,090 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Taryn Hurvitz

Date: May 3, 2021

Job Title: Audiologist

Contract Year/Term of Employment: 2021-22

% of Contract: 60%

Beginning: July 1, 2021 Ending: June 30, 2022

Salary Schedule Placement: Step 9 + PhD Stipend Number of Days: 117

Eligibility for Health Benefits: Yes

Applicable Education Code Classification: 44903.7

Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you rights required by statute.

You are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

Non-permanent employees of the SBCSELPA serve school districts and are subject to cancellation or reduction based on member LEA/district needs; and are therefore, subject to the limitations of Education Code §1294.5, and/or 44909, 44910, and 44911. Non-permanent employees serve on annual contracts and may be non-reelected at the end of that contract without regard to the layoff provisions of Education Code § 44955 or 44949. However, your service is also subject to Education Code §44903.7 which may provide you options for continued employment for member districts of the JPA for the SBCSELPA.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

DUTIES:

The Audiologist shall report directly to the SBCSELPA Executive Director. The duties of the Audiologist may include but are not limited to: performing hearing evaluations on preschool children to young adults; assisting students with hearing-impairments through hearing amplification and auditory skills; and communicating with staff regarding auditory skills, issues and methods.

ANNUAL SERVICE:

The SELPA Audiologist shall be required to render one hundred seventeen (117) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Director.

SALARY:

The base salary for the term of this Agreement shall be fifty-eight thousand one hundred ninety dollars (\$58,190) plus nine hundred dollars (\$900) stipend for a PhD, payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Audiologist salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Audiologist, contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Audiologist will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

The SELPA Audiologist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Audiologist in the amount of \$90 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Audiologist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

This is a one-year limited term Intern contract that expires on June 30, 2022.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

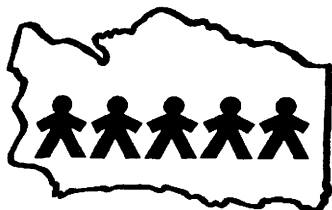
Board Chairperson

Date

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all of the duties of the
SELPA Audiologist for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

Employee

Date



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental Health Specialist

BACKGROUND:

- Alison Lindsey has been employed by the SBCSELPA as a 1.0 Mental Health Specialist since July 2014.
- Ms. Lindsey has provided mental health related support, oversight, and coaching to staff in Therapeutic Learning Programs (TLP's – G.R.O.W.) and professional development to other special education staff within SBCSELPA.
- During the 2019-2020 school year, Ms. Lindsey developed and implemented the GROW Program within the school districts.
- Ms. Lindsey has made satisfactory progress and is appreciated by those individuals she serves and provides support to.
- It is recommended the contract for Alison Lindsey as SBCSELPA Mental Health Specialist be renewed for the 2021-2022 school year.

FISCAL IMPACT: SBCSELPA Federal Mental Health dollars will fund \$96,984 for this employee's salary.

RECOMMENDATION: The JPA Board renew the employment contract for Alison Lindsey as SBCSELPA Mental Health Specialist for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Alison Lindsey Date: May 3, 2021
Hours: 40 per week Contract Year/Term of Employment: 2021-22
Job Title: Mental Health Specialist Beginning: July 1, 2021 Ending: June 30, 2022
Salary: \$96,984 (Step 9) Applicable Education Code Classification: §45103 (b) 2
% of Contract: 100% Number of Days: 195
Eligibility for Health Benefits: Yes Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 3, 2021,

approved the offer of employment for Alison Lindsey, SELPA Mental Health Specialist, for the period of July 1, 2021, through June 30, 2022, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Mental Health Specialist shall report directly to the SBCSELPA Executive Director. The duties of the SELPA Mental Health Specialist may include but are not limited to: providing clinical supervision to member SBCSELPA or member LEA/District interns/trainees, providing mental health related training and consultation to member LEAs/districts, providing oversight, assisting with oversight of students in non-public school (NPS) residential treatment centers (RTCs), providing guidance and support to regional therapeutic learning programs (TLPs), providing training and guidance to wrap around social work staff, as well as overseeing wrap around social work referrals from member LEAs/districts

ANNUAL SERVICE:

The SELPA Mental Health Specialist shall be required to render one hundred ninety-five (195) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Director.

SALARY:

The base salary for the term of this Agreement shall be ninety-six thousand nine hundred and eighty-four dollars (\$96,984) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Mental Health Specialist salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Mental Health Specialist contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Mental Health Specialist will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Mental Health Specialist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Mental Health Specialist in the amount of \$50 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Mental Health Specialist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA Mental Health Specialist is not to be renewed upon its expiration, the SELPA Mental Health Specialist shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2022.

SBCSELPA JPA Board Chairperson

Date

* * * * *

I hereby accept the above Contract and agree to comply with

the terms and conditions thereof and to fulfill all of the duties of the

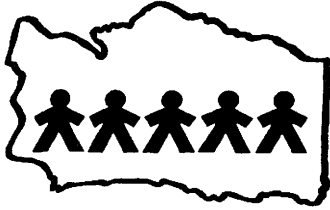
SELPA Mental Health Specialist for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

Employee

Date



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst (BCBA)

BACKGROUND:

- Rosy Matos-Bucio has been employed by the SBCSELPA as a 1.0 Board Certified Behavior Analyst since September 2018.
- As a SBCSELPA BCBA, some of Ms. Matos-Bucio's duties include consulting with education programs regarding proactive autism programming and behavioral supports, performing behavioral and functional assessments, assisting instructional personnel in plan implementation, and collaborating with related service providers.
- Ms. Matos-Bucio has made satisfactory progress and is appreciated by the individuals she serves and supports.
- It is recommended that the contract for Rosy Matos-Bucio as a SBCSELPA Board Certified Behavior Analyst be renewed for the 2021-2022 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund this employee's salary and Phd stipend for a total of \$103,458.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Rosy Matos Bucio, Ph.D.Date: May 3, 2021Hours: 40 per weekContract Year/Term of Employment: 2021-22Job Title: Board Certified Behavior Analyst (BCBA)Beginning: July 1, 2021Ending: June 30, 2022Salary: \$101,958 (Step 9)Applicable Education Code Classification: §45103 (b) 2% of Contract: 100%Number of Days: 205Eligibility for Health Benefits: YesClassification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 3, 2021, approved the offer of employment for Rosy Matos Bucio, SELPA Board Certified Behavior Analyst, for the period of July 1, 2021, through June 30, 2022, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board Certified Behavior Analyst shall report directly to the SBCSELPA Coordinator under the supervision of the SBCSELPA Executive Director. The duties of the SELPA Board Certified Behavior Analyst may include but are not limited to: consult within education programs regarding pro-active autism programming and behavioral supports; performing behavioral and functional assessments; assisting instructional personnel in plan implementation; and collaborating with related service providers, general education teachers, families, and other agencies as appropriate, conduct ABA trainings and other appropriate staff development.

ANNUAL SERVICE:

The SELPA Board Certified Behavior Analyst shall be required to render two hundred five (205) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred one thousand nine hundred and fifty-eight dollars (\$101,958) payable in 12 equal installments as provided by the legal statutes of the State of California. The base salary for this position shall also include payment of one thousand five hundred dollars (\$1,500) for a Ph.D. stipend.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Board Certified Behavior Analyst salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Board Certified Behavior Analyst contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Board Certified Behavior Analyst will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board Certified Behavior Analyst shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Board Certified Behavior Analyst in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Board Certified Behavior Analyst shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA Board Certified Behavior Analyst is not to be renewed upon its expiration, the SELPA Board Certified Behavior Analyst shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2022.

SBCSELPA JPA Board Chairperson

Date

* * * * *

I hereby accept the above Contract and agree to comply with

the terms and conditions thereof and to fulfill all of the duties of the

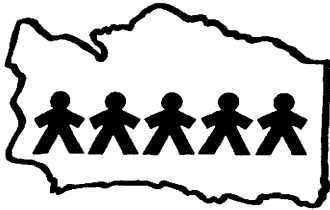
SELPA Board Certified Behavior Analyst for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

Employee

Date



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst (BCBA)

BACKGROUND:

- Philbert Pandac has been employed by the SBCSELPA as a 1.0 SBCSELPA Board Certified Behavior Analyst since July 2018.
- As a SBCSELPA BCBA, some of Mr. Pandac's duties include consulting with education programs regarding proactive autism programming and behavioral supports, performing behavioral and functional assessments, assisting instructional personnel in plan implementation, and collaborating with related service providers.
- Mr. Pandac has made satisfactory progress and is appreciated by the individuals he serves and supports.
- It is recommended that the contract for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst be renewed for the 2021-2022 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund \$90,060 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Philbert PandacDate: May 3, 2021Hours: 40 per weekContract Year/Term of Employment: 2021-22Job Title: Board Certified Behavior Analyst (BCBA) Beginning: July 1, 2021 Ending: June 30, 2022Salary: \$90,060 (Step 6)Applicable Education Code Classification: §45103 (b) 2% of Contract: 100%Number of Days: 195Eligibility for Health Benefits: YesClassification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 3, 2021, approved the offer of employment for Phil Pandac, SELPA Board Certified Behavior Analyst,

for the period of July 1, 2021, through June 30, 2022, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board Certified Behavior Analyst shall report directly to the SBCSELPA Coordinator under the supervision of the SBCSELPA Executive Director. The duties of the SELPA Board Certified Behavior Analyst may include but are not limited to: consult within education programs regarding pro-active autism programming and behavioral supports; performing behavioral and functional assessments; assisting instructional personnel in plan implementation; and collaborating with related service providers, general education teachers, families, and other agencies as appropriate, conduct ABA trainings and other appropriate staff development.

ANNUAL SERVICE:

The SELPA Board Certified Behavior Analyst shall be required to render one hundred ninety-five (195) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Director.

SALARY:

The base salary for the term of this Agreement shall be ninety thousand sixty dollars (\$90,060) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Board Certified Behavior Analyst salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Board Certified Behavior Analyst contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Board Certified Behavior Analyst will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board Certified Behavior Analyst shall receive compensation for the operation of his own vehicle in relation to his duties as SELPA Board Certified Behavior Analyst in the amount of \$150 per month for north county mileage and the IRS mileage rate for south county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Board Certified Behavior Analyst shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA Board Certified Behavior Analyst is not to be renewed upon its expiration, the SELPA Board Certified Behavior Analyst shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2022.

SBCSELPA JPA Board Chairperson

Date

I hereby accept the above Contract and agree to comply with

the terms and conditions thereof and to fulfill all of the duties of the

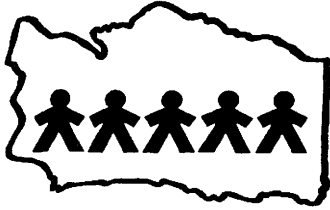
SELPA Board Certified Behavior Analyst for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

Employee

Date



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Stephan Salter as SBCSELPA Mental Health Specialist, Wrap Around Team Coordinator

BACKGROUND:

- Stephen Salter has been employed by the SBCSELPA as a 1.0 Mental Health Specialist since July 2019.
- Mr. Salter oversees and supports all NPS residential placements.
- Mr. Salter coordinates and oversees the Wrap Around social work services and teams.
- Mr. Salter continues to make satisfactory progress in his role with SBCSELPA and is appreciated by those individuals he serves and supports.
- It is recommended that the contract for Stephen Salter as SBCSELPA Mental Health Specialist, Wrap Around Team Coordinator be renewed for the 2021-2022 school year.

FISCAL IMPACT: SBCSELPA Federal Mental Health dollars will fund \$83,630 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Stephen Salter as SBCSELPA Mental Health Specialist, Wraparound Team Coordinator for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Stephan Salter Date: May 3, 2021
Hours: 40 per week Contract Year/Term of Employment: 2021-22
Job Title: Mental Health Specialist Beginning: July 1, 2021 Ending: June 30, 2022
Salary: \$83,630 (Step 3) Applicable Education Code Classification: §45103 (b) 2
% of Contract: 100% Number of Days: 195
Eligibility for Health Benefits: Yes Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 3, 2021,

approved the offer of employment for Stephan Salter, SELPA Mental Health Specialist, for the period of July 1, 2021, through June 30, 2022, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Mental Health Specialist shall report directly to the SBCSELPA Executive Director. The duties of the SELPA Mental Health Specialist may include but are not limited to: providing clinical supervision to member SBCSELPA or member LEA/District interns/trainees, providing mental health related training and consultation to member LEAs/districts, providing oversight, assisting with oversight of students in non-public school (NPS) residential treatment centers (RTCs), providing guidance and support to regional therapeutic learning programs (TLPs), providing training and guidance to wrap around social work staff, as well as overseeing wrap around social work referrals from member LEAs/districts

ANNUAL SERVICE:

The SELPA Mental Health Specialist shall be required to render one hundred ninety-five (195) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be eighty three thousand six hundred and thirty dollars (\$83,630) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Mental Health Specialist salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Mental Health Specialist contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Mental Health Specialist will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Mental Health Specialist shall receive compensation for the operation of his own vehicle in relation to his duties as SELPA Mental Health Specialist in the amount of \$30.00 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Mental Health Specialist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA Mental Health Specialist is not to be renewed upon its expiration, the SELPA Mental Health Specialist shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2022.

SBCSELP JPA Board Chairperson

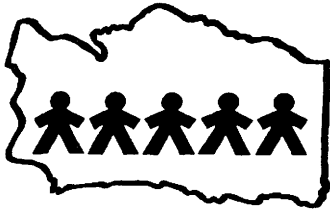
Date _____

* * * * *

I hereby accept the above Contract and agree to comply with the terms and conditions thereof and to fulfill all of the duties of the SELPA Mental Health Specialist for the Santa Barbara County Special Education Local Plan Area Board during the term specified in this contract.

Employee

Date _____



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Deborah Umansky as SBCSELPA Mental Health Specialist, Clinical Psychologist Supervisor

BACKGROUND:

- Deborah Umansky has been employed by the SBCSELPA as a .25 Mental Health Specialist Clinical Psychologist Supervisor since August 2016.
- Ms. Umansky has made satisfactory progress and is appreciated for her collaborative efforts.
- SBCSELPA has entered into another annual agreement with UCSB to provide clinical supervision to their Ph. D. level clinical/school psychologist interns and post doc candidates hired by member LEAs/districts to provide school psychology/mental health services.
- It is required that this supervisor be a fully licensed, doctorate level clinical psychologist within the State of California. This person has supervised 4 Ph. D. level interns or post doc candidates.
- This position is a continued line item of the SBCSELPA Mental Health Budget.
- It is recommended that the contract for Deborah Umansky as a SBCSELPA Mental Health Specialist Clinical Psychologist Supervisor be renewed for the 2021-2022 school year.

FISCAL IMPACT: SBCSELPA Federal Mental Health dollars will fund this employee's salary plus the Ph.d stipend for a total of \$31,615.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Deborah Umansky as SBCSELPA Mental Health Specialist Clinical Psychologist Supervisor for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Deborah Umansky

Date: May 3, 2021

Job Title: Clinical Psychologist Supervisor Contract Year/Term of Employment: 2021-22

% of Contract: 31%

Beginning: July 1, 2021 Ending: June 30, 2022

Salary Schedule Placement: Step 9 + PhD Stipend Number of Days: 60.50

Eligibility for Health Benefits: No

Applicable Education Code Classification: 44903.7

Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you rights required by statute.

You are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

Non-permanent employees of the SBCSELPA serve school districts under contracts that are subject to cancellation or reduction based on member LEA/district needs; and are therefore, subject to the limitations of Education Code §1294.5, and/or 44909, 44910, and 44911. Non-permanent employees serve on annual contracts and may be non-reelected at the end of that contract without regard to the layoff provisions of Education Code § 44955 or 44949. However, your service is also subject to Education Code §44903.7 which may provide you options for continued employment for member districts of the JPA for the SBCSELPA.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

DUTIES:

The SELPA Clinical Psychologist Supervisor shall report directly to the SBCSELPA Executive Director. The duties of the SELPA Clinical Psychologist Supervisor may include but are not limited to: providing clinical supervision to member SBCSELPA or member LEA/District interns/trainees, providing mental health related training and consultation to member LEAs/districts.

ANNUAL SERVICE:

The SELPA Clinical Psychologist Supervisor shall be required to render sixty and one half days (60.50) of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Director.

SALARY:

The base salary for the term of this Agreement shall be thirty thousand and sixty-five dollars (\$30,065) payable in 12 equal installments as provided by the legal statutes of the State of California. The base salary for this position shall also include payment of one thousand five hundred and fifty dollars (\$1,550) for a Ph.D. stipend.

Upon any subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Clinical Psychologist Supervisor salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Clinical Psychologist Supervisor contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Clinical Psychologist Supervisor will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

RENEWAL:

This is a one-year limited term Intern contract that expires on June 30, 2022.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

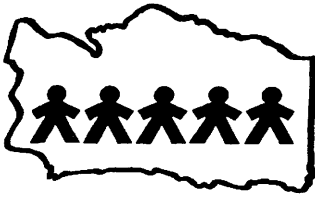
Board Chairperson

Date

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all of the duties of the
SELPA Clinical Psychologist Supervisor for the Santa Barbara County
Special Education Local Plan Area Board during the term specified
in this contract.

Employee

Date



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: CalPERS Medicare Only Section 218 Resolution

BACKGROUND:

- The Santa Barbara County SELPA participates in the CalPERS retirement program for its Classified employees. The Santa Barbara County SELPA has one employee who was hired prior to April 1, 1986 and who contributes through payroll deductions to Medicare.
- In March it was brought to the Santa Barbara County SELPA's attention by CalPERS that the SELPA did not have a CalPERS Medicare Only Section 218 agreement in place. Without this agreement the employee contributions to Medicare were in jeopardy of being excluded by the Social Security Administration.
- In working with CalPERS staff, it was suggested that the Santa Barbara County SELPA could complete a CalPERS Medicare Only Section 218 Resolution to begin the process of bringing the SELPA into compliance with this requirement. This resolution will allow for the Medicare contributions of the employee who was hired prior to April 1, 1986 to be recognized by the Social Security Administration.

FISCAL IMPACT: None.

RECOMMENDATION: The JPA Board approve the proposed Resolution to include services performed by its employees in miscellaneous positions covered by CalPERS as presented.

RA/MS:lm

RESOLUTION

WHEREAS, Santa Barbara County Special Education Local Plan Area, hereinafter designated as "Public Agency", desires to include services performed by its employees in Miscellaneous positions covered by the California Public Employees' Retirement System in the California State Social Security Agreement of March 9, 1951, providing for the coverage of public employees under the under the insurance system established by the Federal Social Security Act, as amended; and

WHEREAS, State and Federal laws require, as a condition of such coverage, that a election be authorized by the Board of Administration, California Public Employees' Retirement System and conducted among the "eligible employees" (as defined in Section 218(d) (3) of the Social Security Act) of the Public Agency; and

WHEREAS, it is necessary that the "Public Agency" now designate any classes of positions covered by said retirement system which it desires to exclude from "Medicare-Only" coverage under said insurance system;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Administration, California Public Employees' Retirement System be, and hereby is requested to authorize the foregoing election; and

BE IT FURTHER RESOLVED, that upon receipt of authorization from the Board of Administration an election shall be conducted in accordance with the requirements of Section 218(d) of the Social Security Act, and applicable State and Federal laws and regulations; that such election shall be held on the question of whether service in positions covered by said retirement system occupied by Miscellaneous should be excluded from or included under the Social Security Act, as hereinbefore provided, for "Medicare Only" coverage, with such coverage as to services performed on and after April 1, 1986; and

BE IT FURTHER RESOLVED, that the following classes of positions covered by said retirement system of the Public Agency shall be excluded from coverage under said agreement:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Public Agency (**Check a or b; fill in part b if checked**):

☒ a. No optional exclusions desired.

☐ b. Service performed: _____.

BE IT FURTHER RESOLVED, that not less than ninety days' notice of such election be given to all "eligible employees" as hereinabove provided; and that Ray Avila, Executive Director is hereby designated and appointed to conduct such election on behalf of the "Public Agency" in accordance with law, regulations, and this resolution, including the giving of proper notice thereof to all such "eligible employees"; and

BE IT FURTHER RESOLVED, that with respect to the said coverage group the benefits and contributions of the Present Retirement System shall not be modified in any way; and

BE IT FURTHER RESOLVED, that the Public Agency will pay and reimburse the State at such time and in such amounts as may be determined by the State the approximate cost of any and all work and services relating to such election.

Presiding Officer

Santa Barbara County SELPA (SBCSELPA)

Official Name of Public Agency

May 3, 2021

Date

CERTIFICATION

I, Ray Avila, Executive Director of the Santa Barbara County Special Education Local Plan Area, State of California, do hereby certify the foregoing to be a full, true, and correct copy of Resolution No. _____ adopted by the Joint Powers Agency Board of the Santa Barbara County Special Education Local Plan Area at the regular/special meeting held on the 3rd day of May, 2021, as the same appears of record in my office.

Signature

SBCSELPA Executive Director

Title

Improving Outcomes for English Learners with Disabilities



ccee
California Collaborative
for Educational Excellence



Lupita Olguin Rubio
SELPA Coordinator
lolguin@icoe.org



Deborah E. Montoya Ed.D
SELPA Sr. Director
dmontoya@icoe.org



Vanessa Lopez
SELPA Coordinator
vanessa.lopez@icoe.org

California State System of Support: Lead Agencies

SELPA Systems Improvement Lead Agencies
El Dorado COE
SELPA
Riverside COE SELPA
West San Gabriel Valley SELPA

SELPA Content Lead Agencies
Placer COE SELPA
Marin COE SELPA
Imperial COE SELPA
South County SELPA

Equity Lead Agencies
San Diego COE
Santa Clara COE

Title III Liaison Agency
Tulare COE

MTSS/SUMS Lead Agencies
Orange CDE
Butte COE
Early Math Initiative Lead Agency
Fresno COE

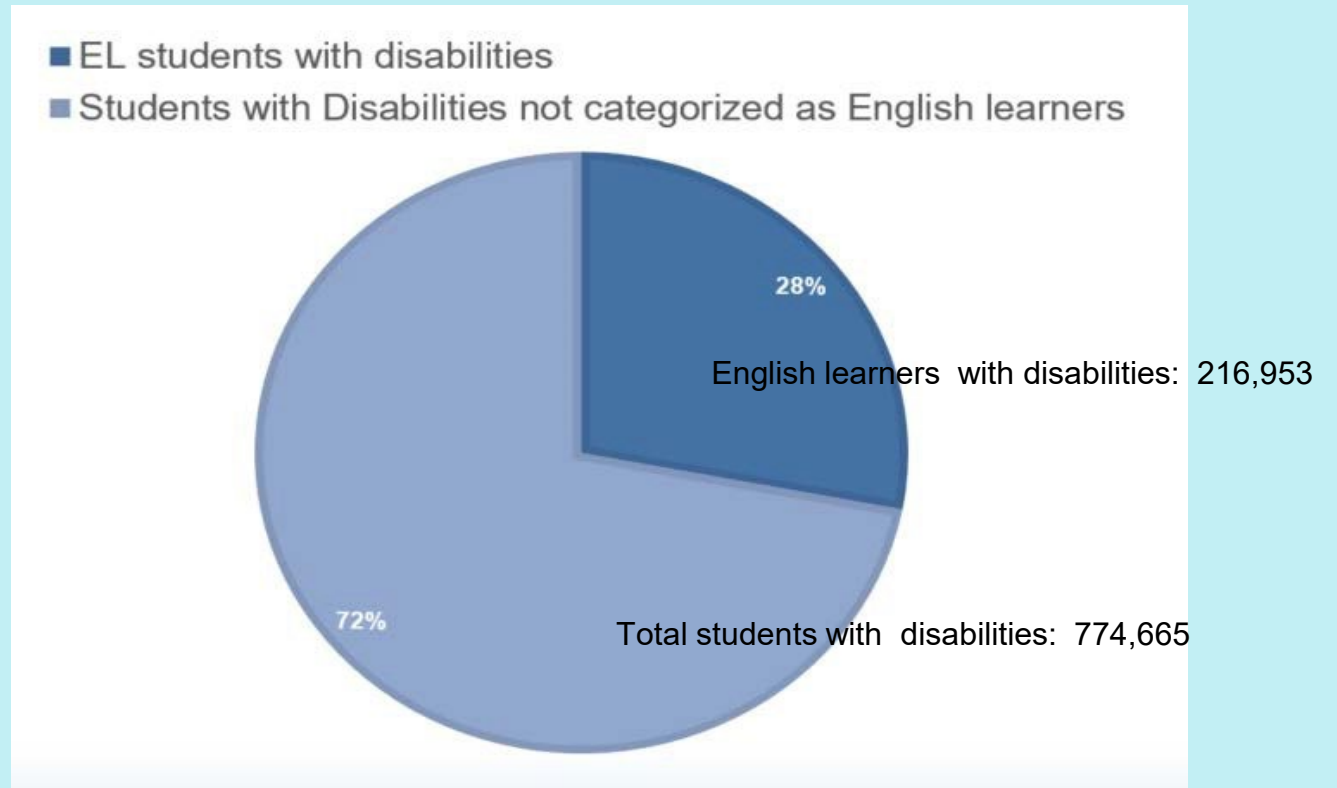




Who are ELs with Disabilities?

English language learner(s) (ELL): Students of a national-origin-minority who are limited in English language proficiency (United States Department of Education, Office for Civil Rights, 2016). The acronym ELL or ELLs, is used to refer to students whose home/native language is any language other than English, and who are in the process of learning academic English (CDE, 2015).

Student(s) with a disability (SWD): A student who has been formally identified as having a disability in one or more of the 13 disability categories as indicated in IDEA (IDEA, 2004). A SWD is a student whose disability adversely affects their learning, such that special education services and/or related services are required and necessary for the child to make educational progress (IDEA, 2004).



Students with Disabilities Total Population for Ages 0 to 22 Source: CASEMIS, December 2017

Students in LCFF Student Groups with IEPs 2016–17, 2017–18, 2018–19

Low Income/FRPM	2016	2017	2018
With IEPs	12%	11%	13%
Without IEPs	88%	89%	87%

Foster Youth	2016	2017	2018
With IEPs	25%	27%	28%
Without IEPs	75%	73%	72%

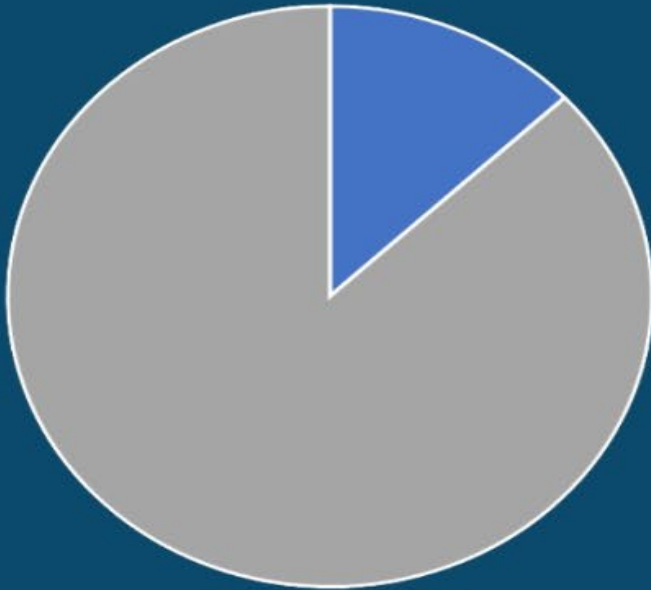
English Learners	2016	2017	2018
With IEPs	15%	17%	17%
Without IEPs	85%	83%	83%

Students in one or more LCFF student group	2016	2017	2018
Unduplicated Total for LCFF	69%	71%	70%
Non LCFF	31%	29%	30%

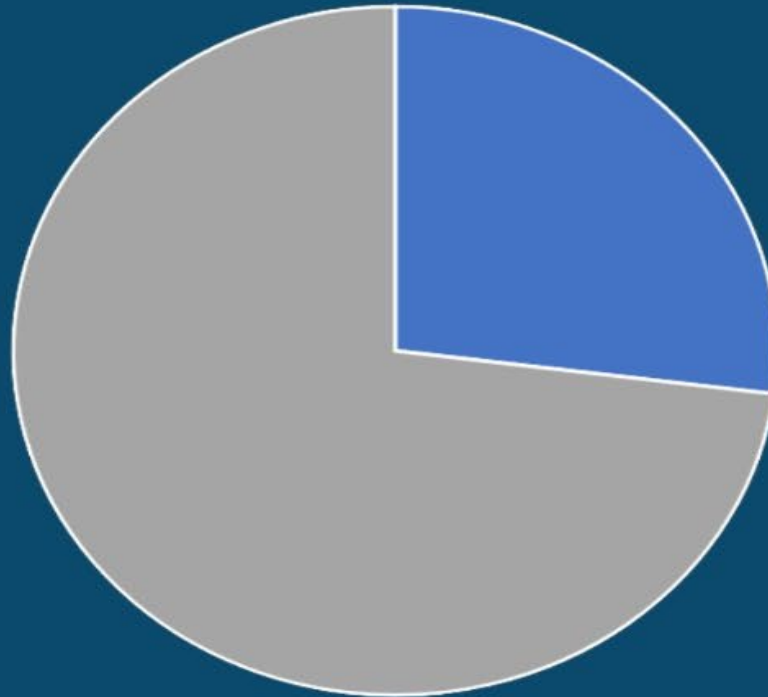


Students in LCFF Student Groups with IEPs 2019-20

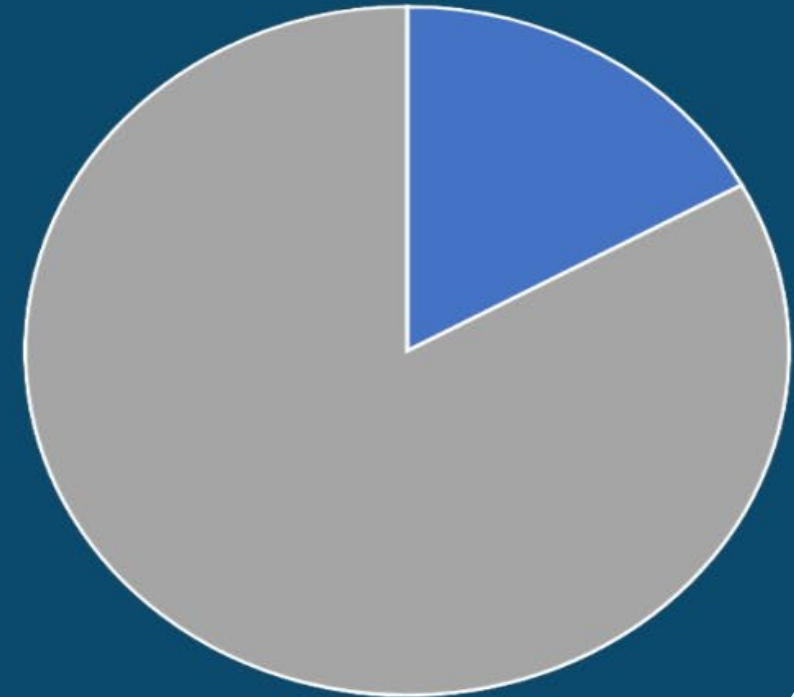
Free and Reduced Price Meal



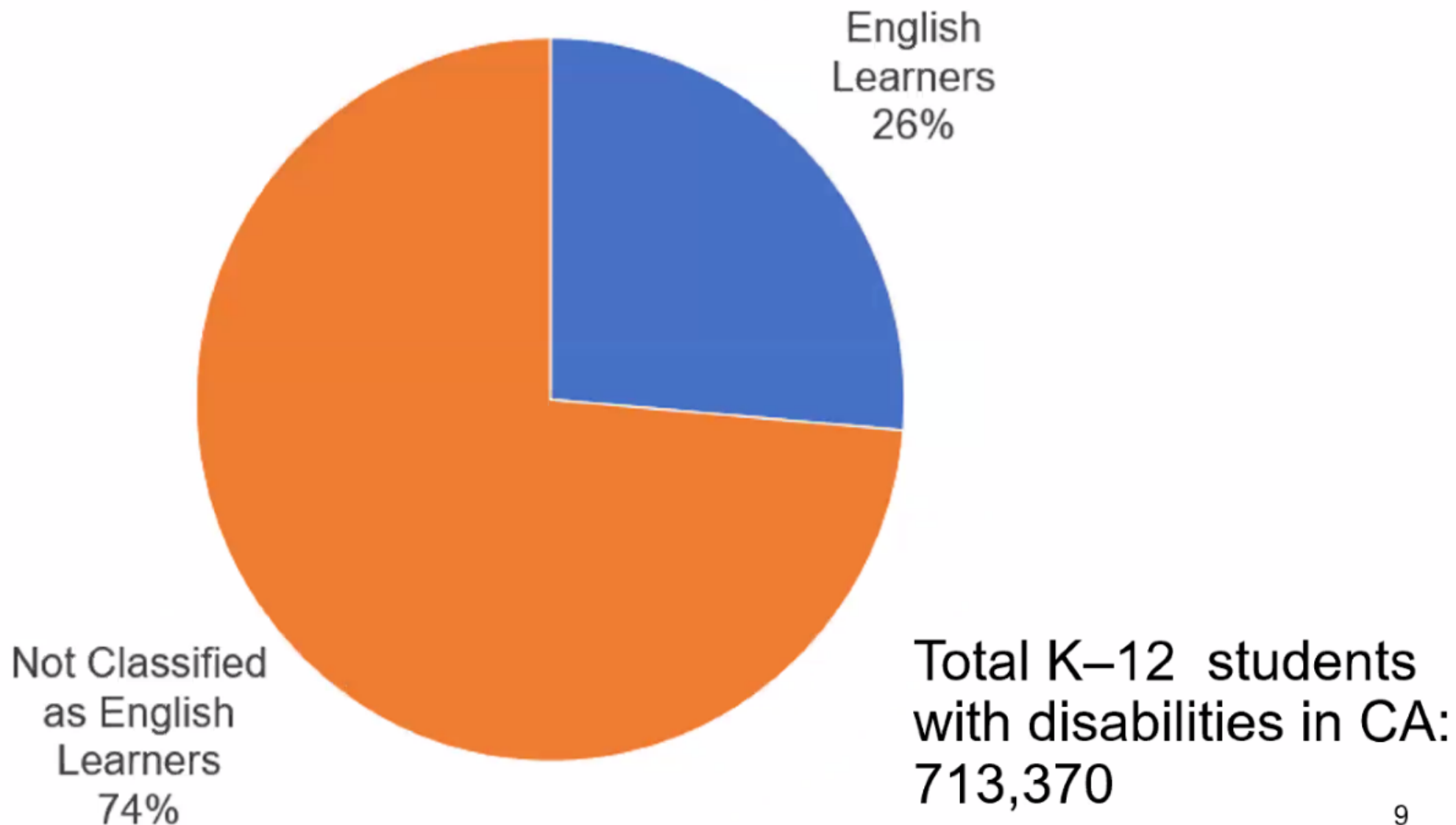
Foster Youth



English Language Learners

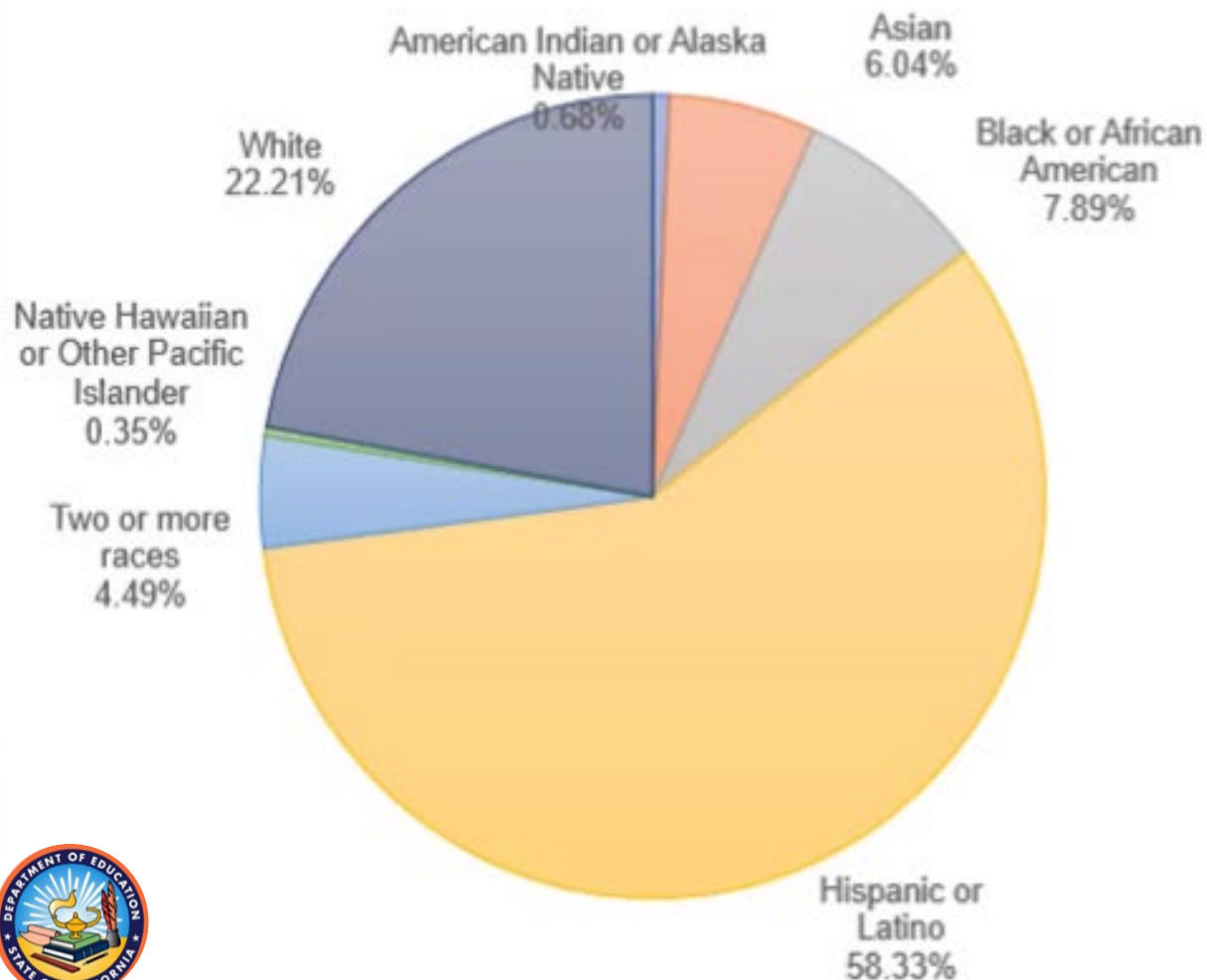


Students with Disabilities Who Are Also English Learners, 2019-20

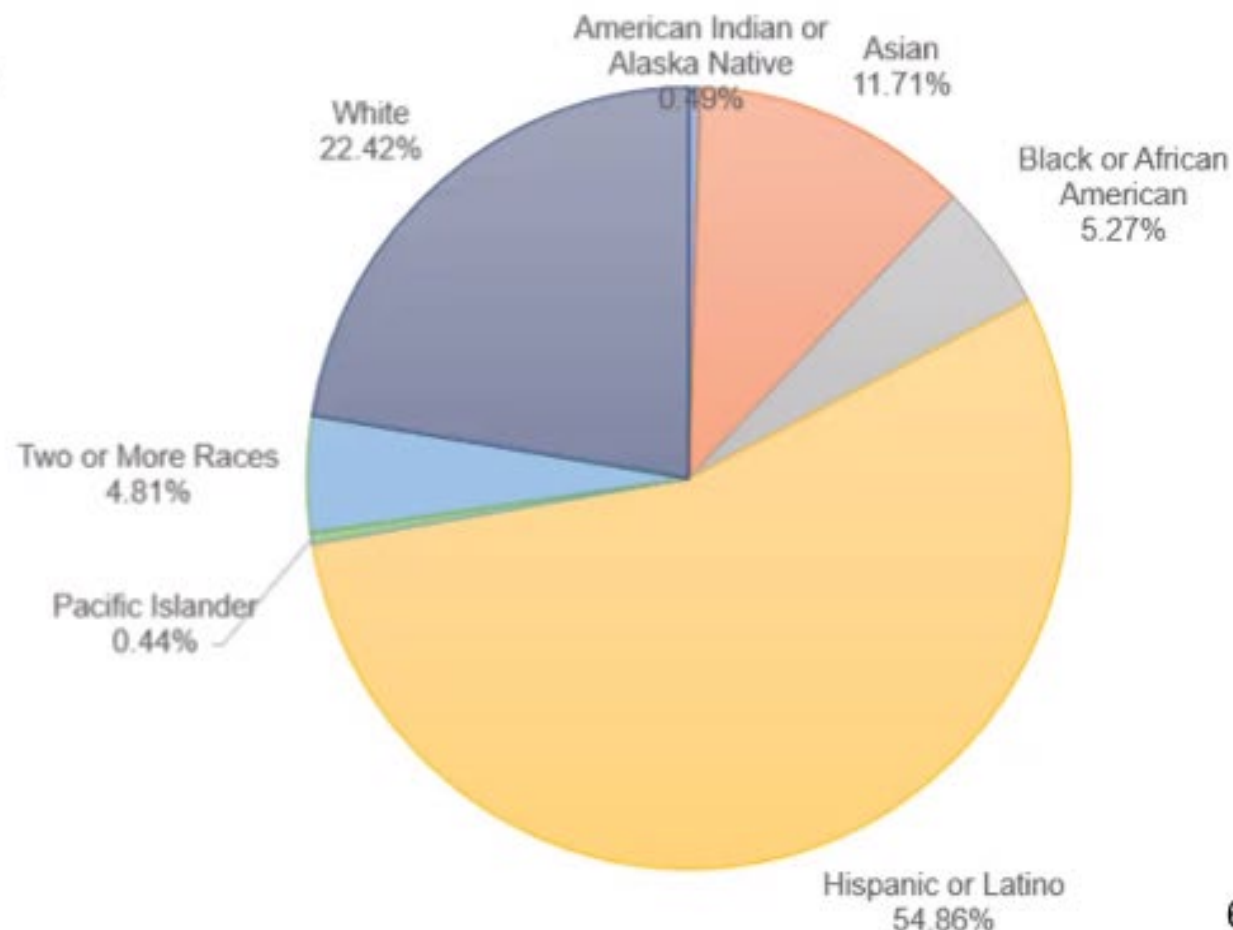


Students with Disabilities and Statewide Enrollment by Race and Ethnicity, 2019–20

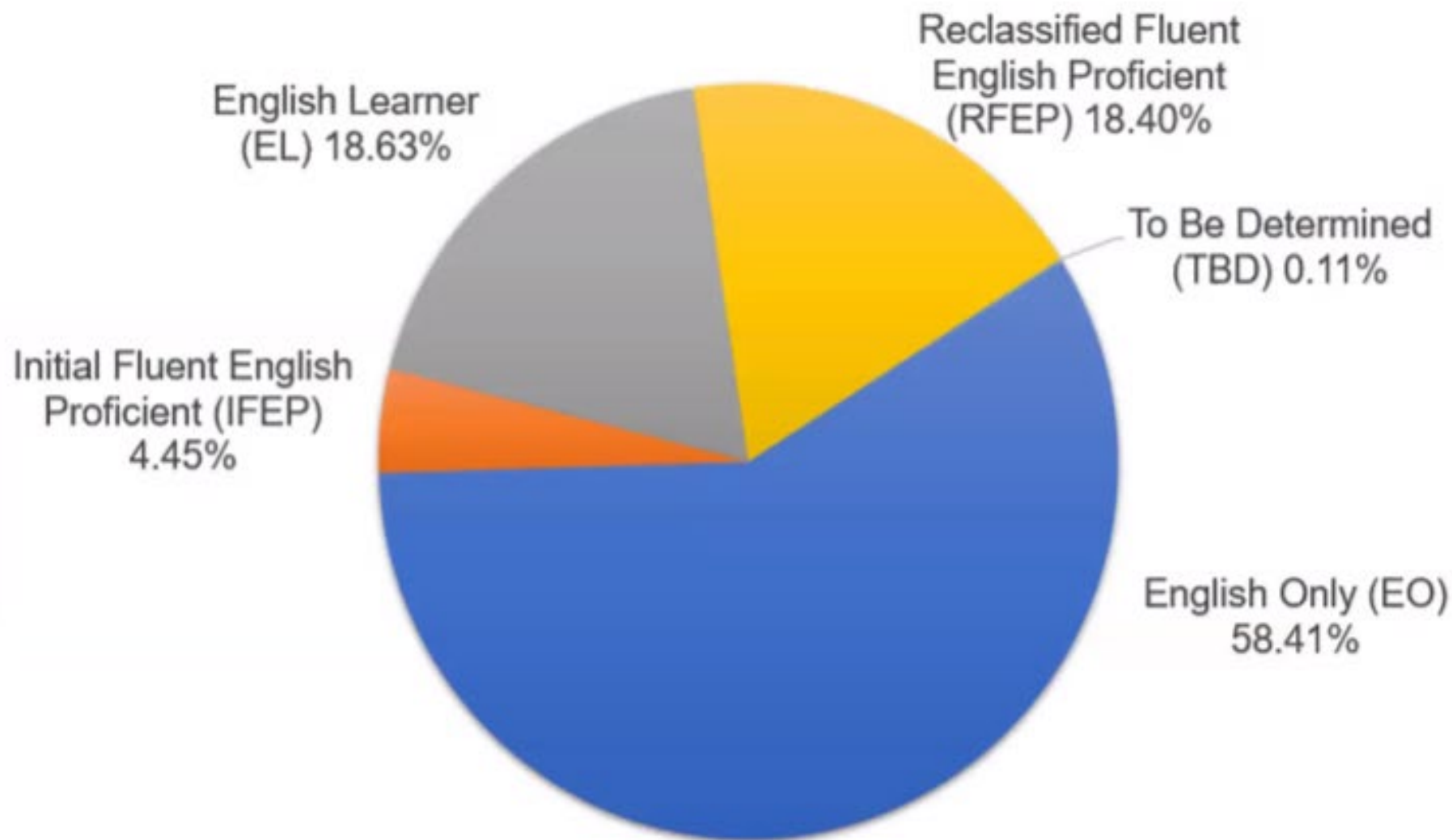
Students with Disabilities



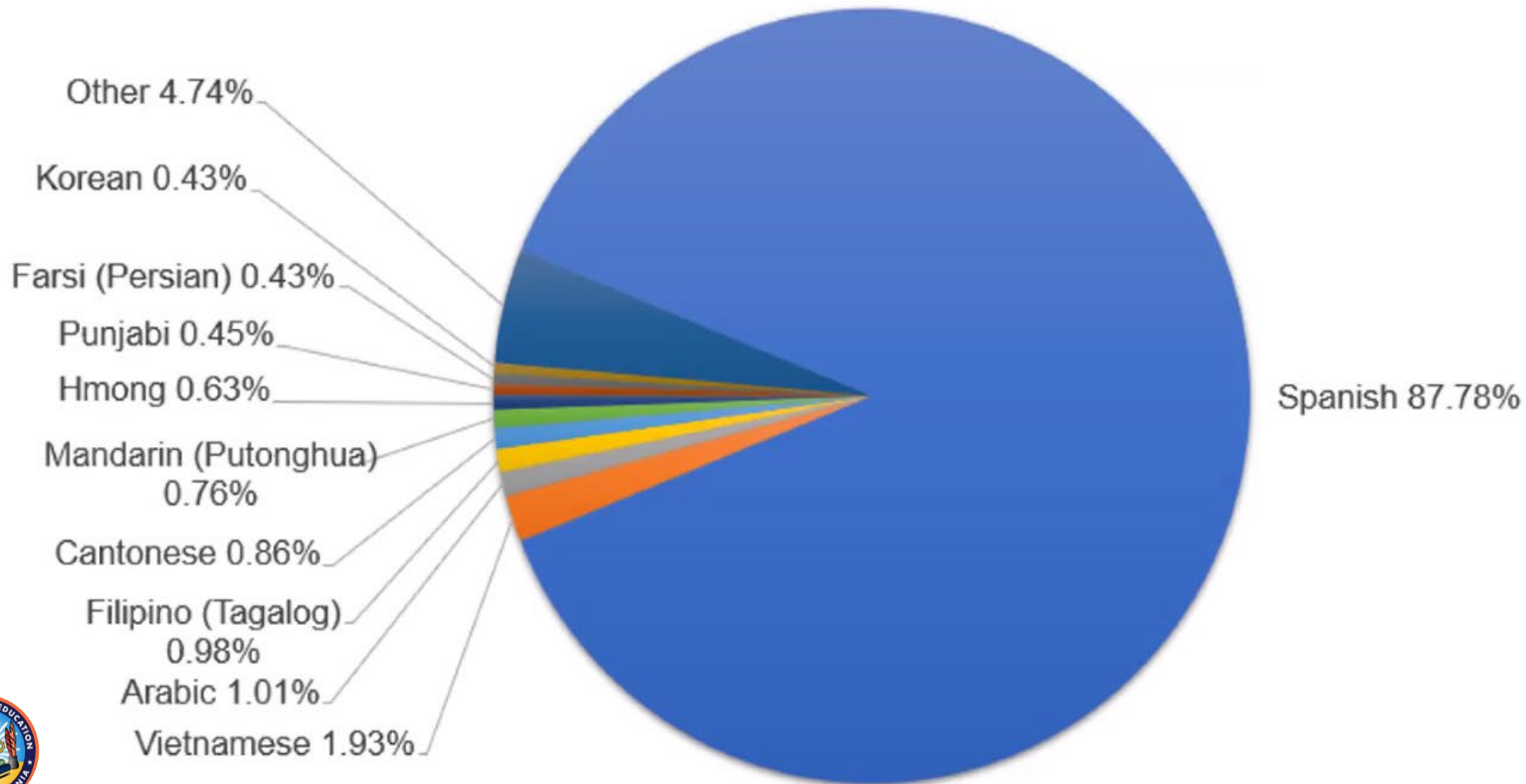
Statewide Enrollment



Enrollment in California Schools (Kindergarten through Grade Twelve) by English Language Acquisition Status, 2019–20



Home Languages of English Learners with Disabilities in California, 2019–20



CALPADS 2020 Fall 1 Data:

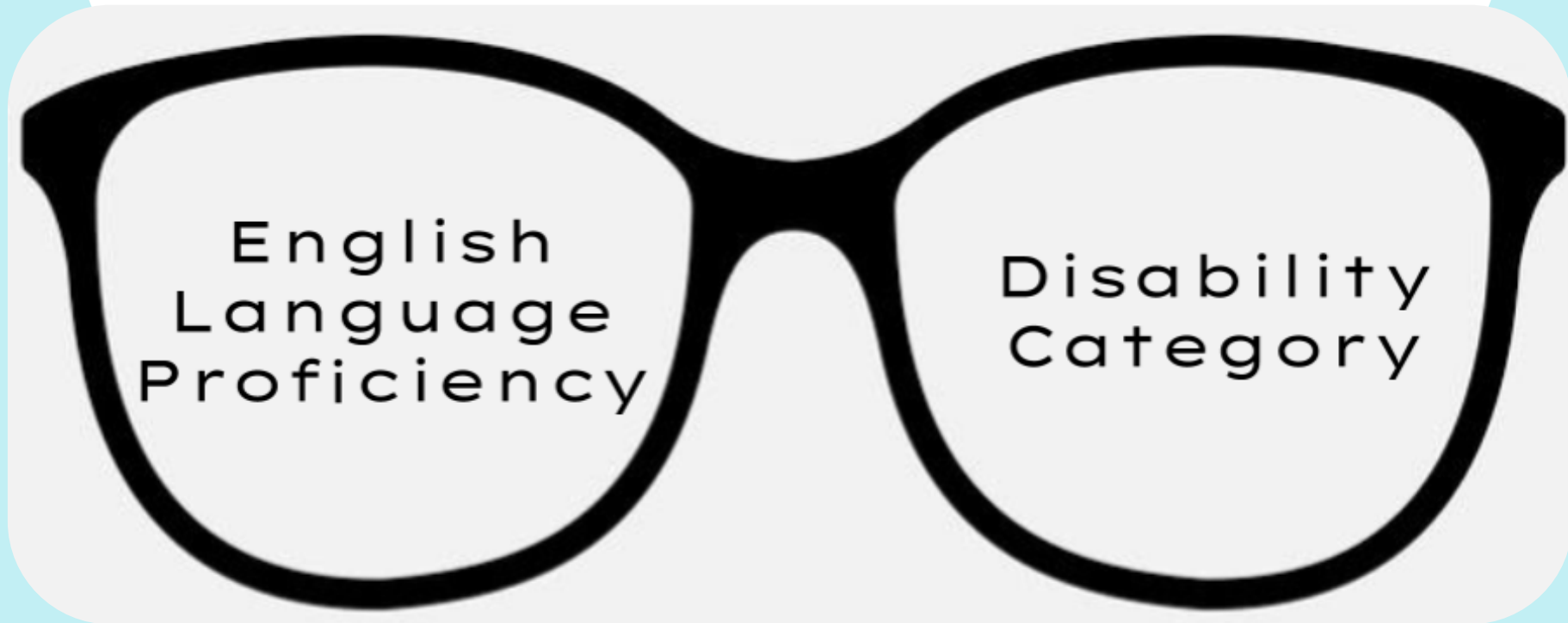
Students who are EL by Qualifying Disability

Federal Disability	Frequency	Percent
Specific Learning Disability	95391	47.5
Speech or Language Impairment	39211	19.53
Autism	23388	11.65
Other Health Impairment	18317	9.12
Intellectual Disability	13775	6.86
Emotional Disturbance	2916	1.45
Hearing Impaired	2716	1.35
Orthopedic Impairment	2132	1.06
Multiple Disability	1660	0.83
Visual Impairment	558	0.28
None	408	0.2
Traumatic Brain Injury	328	0.16
Deaf/Blindness	14	0.01

California Education Code, Section 33080

The Purpose of the Educational S
“Each child is unique person,
unique needs, and the purpos
the education system of this s
is to enable each child to devo
all of his or her own potential.





California System of Support:
SELPA Content Lead:

IMPROVING OUTCOMES FOR ENGLISH LEARNERS WITH DISABILITIES



SELPAs in the Statewide System of Support

Imperial County SELPAs Improving Outcomes for English Learners with Disabilities project is focused on assisting CDE with dissemination of the **CA Practitioners' Guide for Educating English Learners with Disabilities**. Our primary charge is to build the capacity of SELPAs statewide and their respective COEs & LEAs in the implementation of best practices related to serving English Learners (ELs) with disabilities.

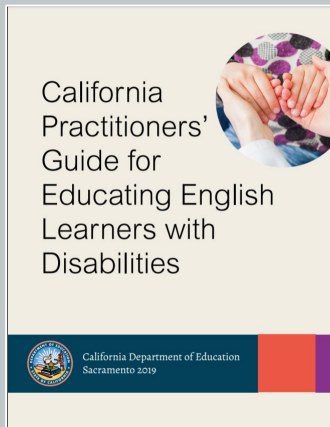
California System of Support:
SELPA Content Lead:

**IMPROVING
OUTCOMES FOR
ENGLISH
LEARNERS
WITH
DISABILITIES**



SELPAs in the Statewide System of Support

Through this project, the Imperial County SELPA provides **professional development and technical assistance** to further the implementation of equitable and inclusive services in establishing a pathway to success for ELs with disabilities while facilitating connections between the systems improvement work. Our project supports a **multidisciplinary team approach** as an instrumental feature in the appropriate identification of services that address the **unique language and learning needs of ELs with disabilities** .



Improving Outcomes for English Learners with Disabilities



ccee
California Collaborative
for Educational Excellence

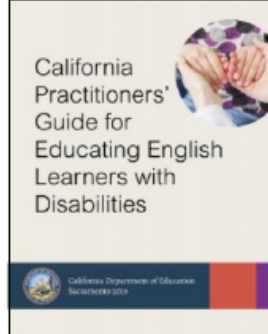
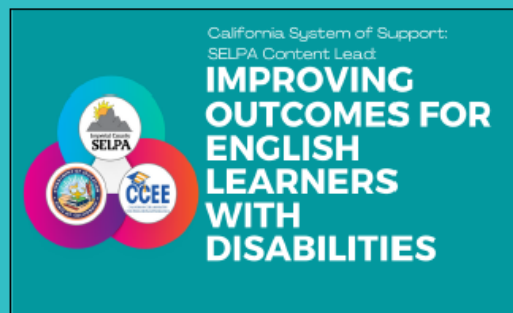
Connecting Resources

Building Capacity

Capacity building activities are aligned to the Sections found within the CDE *CA Practitioners Guide for Educating English Learners*, events are recorded and viewable on the SELPA web-page.

Facilitating Collaborative Commitments

Facilitation of support is provided in combination with experts within and outside of the SELPA to meet the determined needs of the SELPAs/COEs/LEAs. Collaborative Commitments are made to meet the needs of ELs- SWD via needs assessments, collaborative conversations, targeted training and facilitation of connections between SELPAs, and other respective Leads' work.



Imperial County SELPAs *Improving Outcomes for English Learners with Disabilities* project is focused on assisting CDE with dissemination of the CA Practitioners' Guide for Educating English Learners with Disabilities. Our primary charge is to build the capacity of SELPAs statewide and their respective COEs & LEAs in the implementation of best practices related to serving English Learners (ELs) with disabilities. Through this project, the Imperial County SELPA provides professional development and technical assistance to further the implementation of equitable and inclusive services in establishing a pathway to success for ELs with disabilities while facilitating connections between the systems improvement work. Our project supports a multidisciplinary team approach as an instrumental feature in the appropriate identification of services that address the unique language and learning needs of ELs with disabilities.

For more information visit our website at: <https://www.icoe.org/selpa/el-swd>

General overview

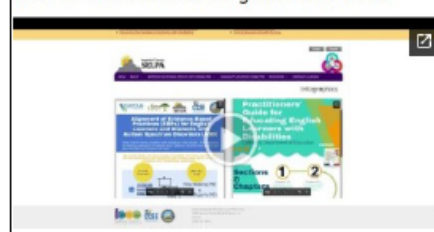
As partners in the CA System of Support the Imperial County SELPA *Improving Outcomes for ELs with Disabilities* content-lead team provides the following types of assistance and support to SELPAs and their respective COEs & LEAs:

1 Connectors
Connecting & coordinating professional development to build understanding & linkages between: the contents of the CA Practitioners' Guide, the ELPAC, EL RoadMap, EL Principles, and the CA ELD Standards, to ensure accessibility and sound instructional practices for ELs-SWD.

2 Capacity Building
Capacity building activities included live and virtual trainings. Trainings events are aligned to the Sections found within the CDE CA Practitioners Guide for Educating English Learners; events are recorded and viewable on the SELPA web-page.

3 Facilitators
Facilitation of support, is provided in combination with experts within and outside of the SELPA to meet the determined needs of the SELPAs/COEs/LEAs. Collaborative Commitments are made to meet the needs of ELs-SWD via needs assessments, collaborative conversations, targeted training and facilitation of connections between SELPAs, and other respective Leads' work.

Website & Resources Navigation Tour Video



RESOURCES



<https://www.icoe.org/selpa/elswd/training-modules>

Recorded Training Modules



<https://www.icoe.org/selpa/el-swd/resources>

Website Resources & Infographics



<https://www.icoe.org/selpa/el-swd/newsletter>

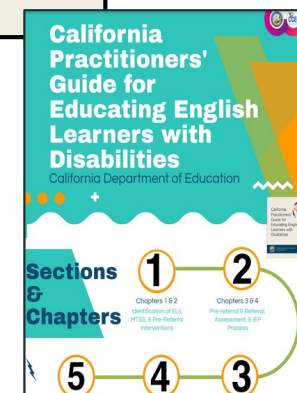
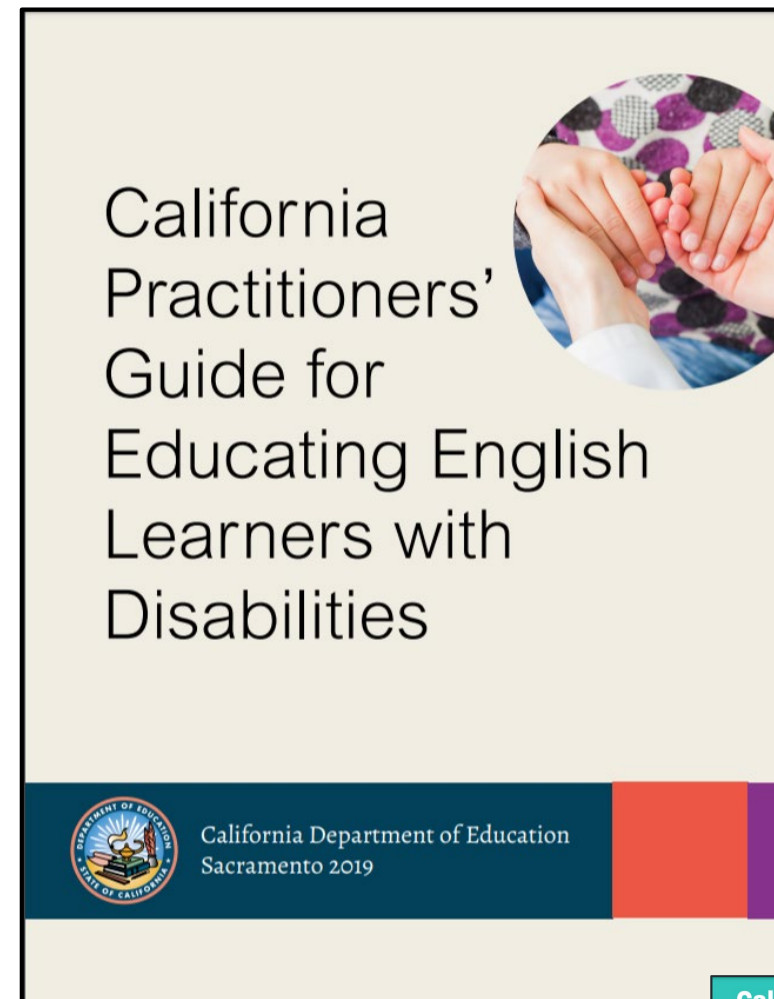
Newletters



California Practitioners' Guide for Educating English Learners with Disabilities



California Department of Education
Sacramento 2019



Four Principles

Principle 1: Assets-Oriented and Needs-Responsive Schools

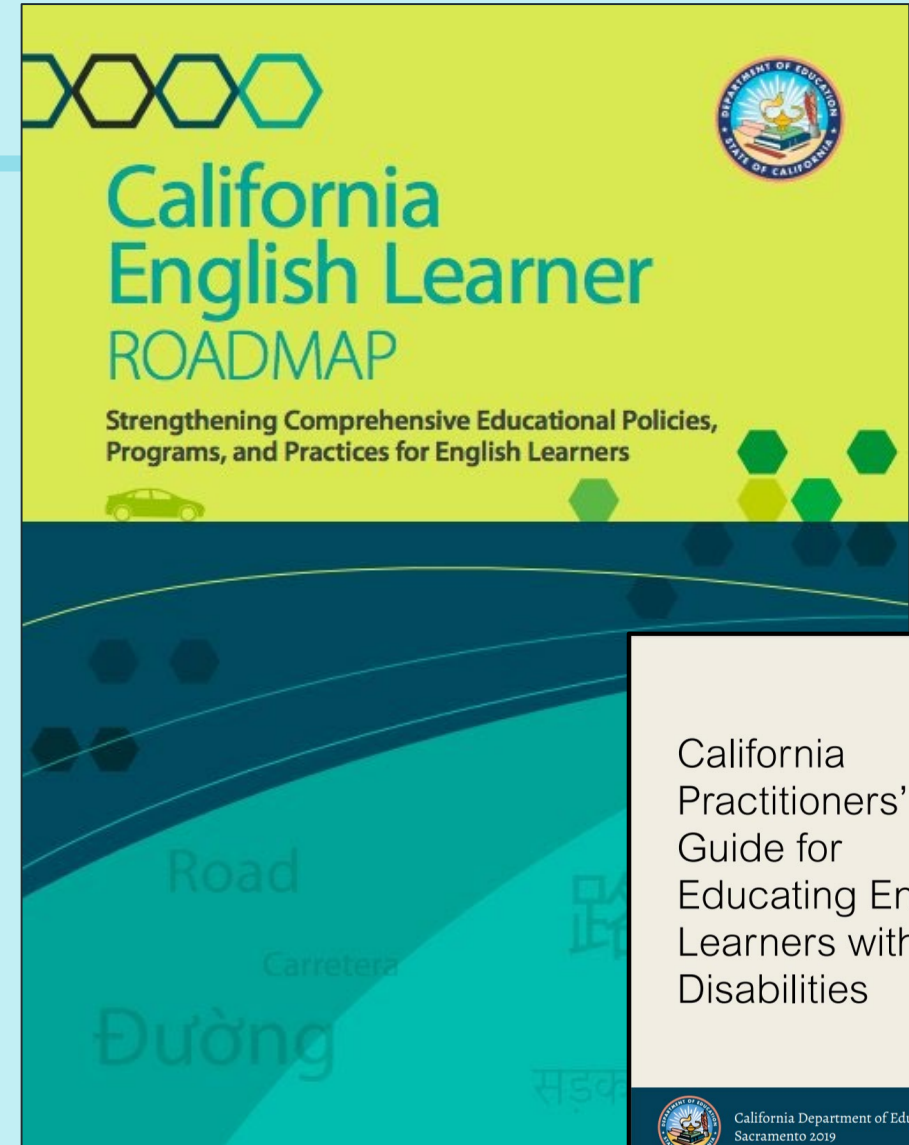
Principle 2: Intellectual Quality of Instruction and Meaningful Access

Principle 3: Systems Conditions the Support Effectiveness

Principle 4: Alignment and Articulation Within and Across Systems

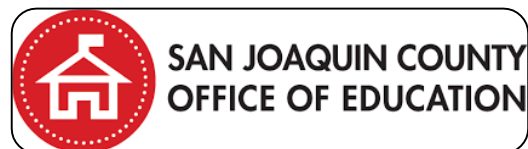
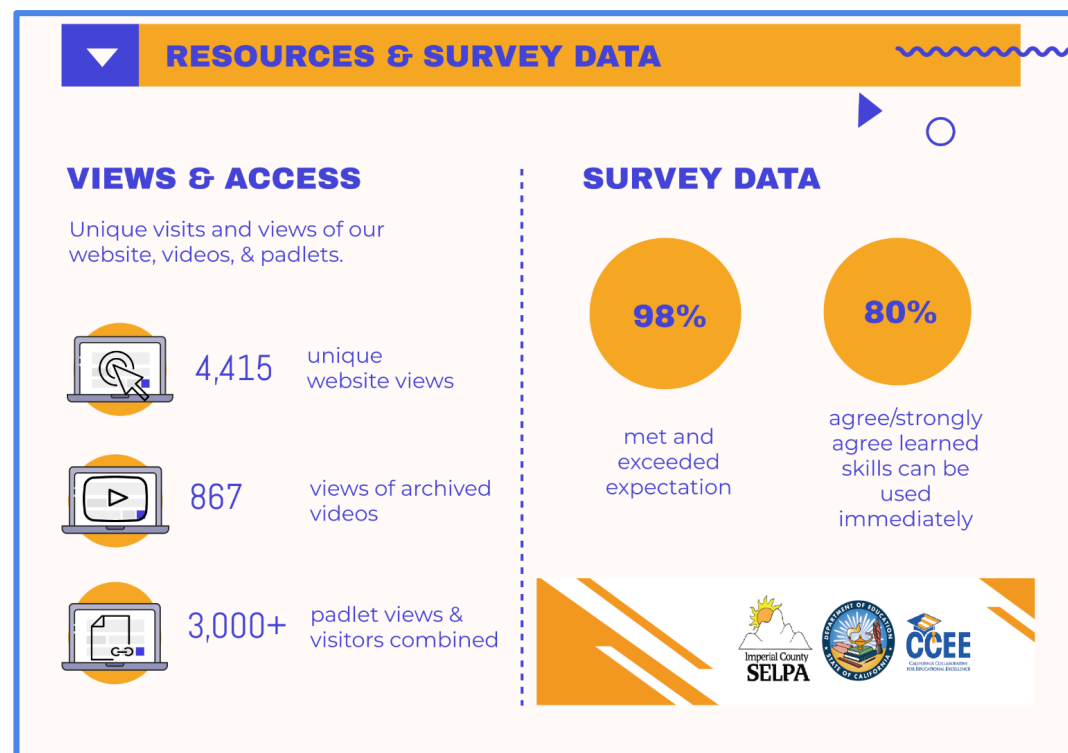
CCEE

California Collaborative
for Educational Excellence



Impact to Date

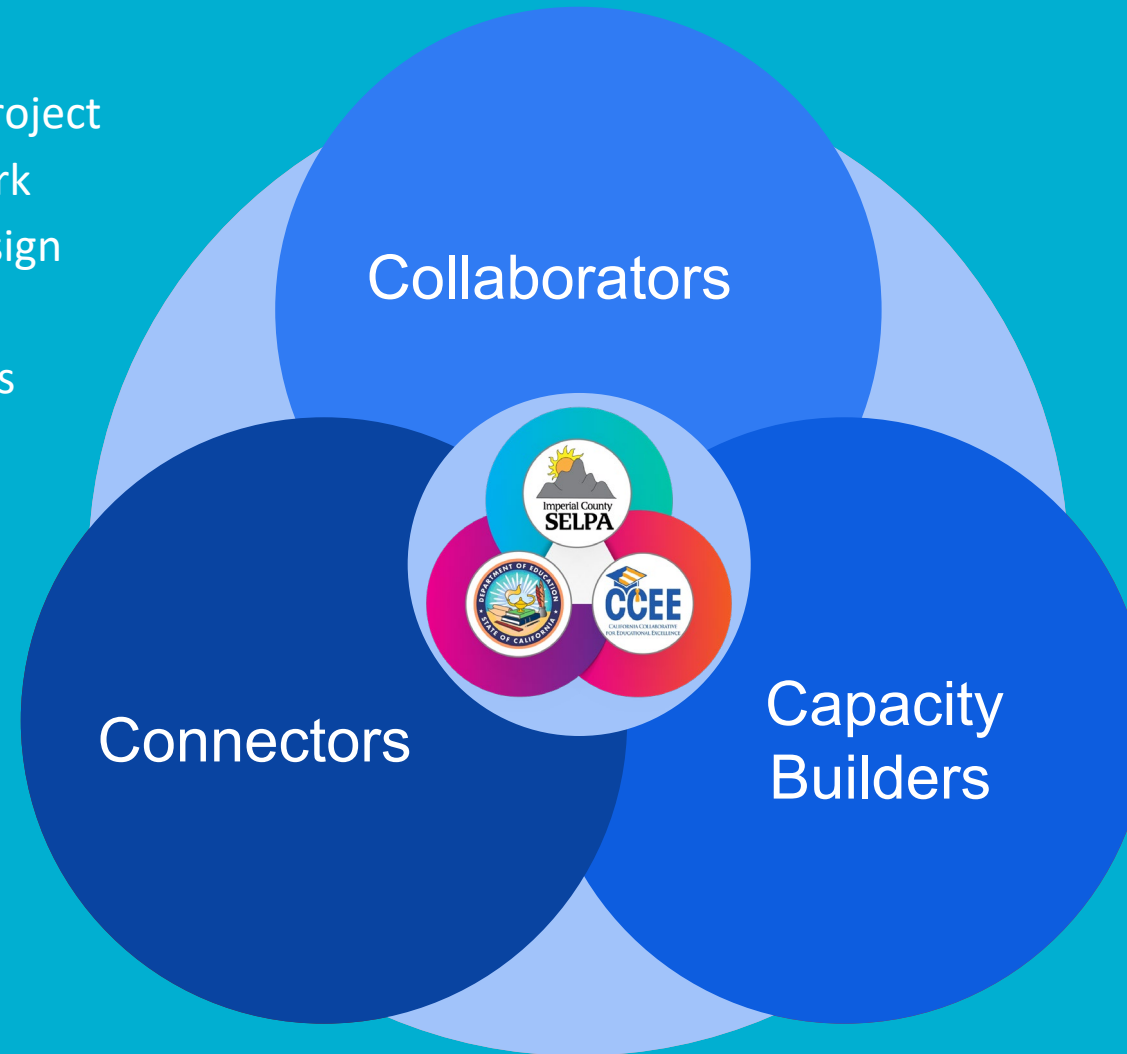




Collective Commitment

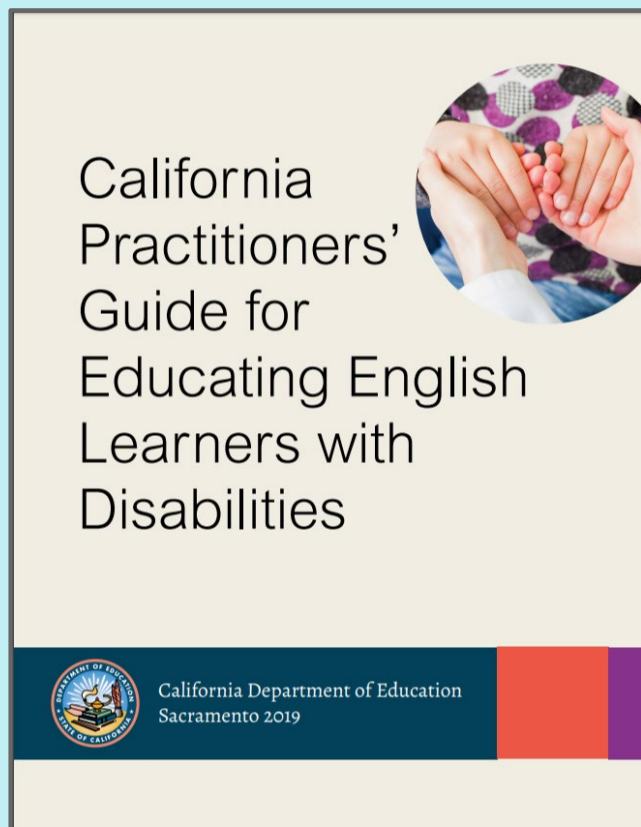
EBP CAPTAIN
 California Reading & Literature Project
 Bilingual Coordinators Network
 Equity Disproportionality & Design
 Open Access
 Supporting Inclusive Practices
 Californians Together
 SEAL
 CISC
 CCSESA

Baybridge Consortium Inc.
 Novak Educational Consulting
 Jarice Butterfield, Ph.D
 Tim Tipton, M.A., CCC-SLP
 Jenny Ponzuric, L.E.P.



South County SELPA
 West End SELPA
 Yuba County SELPA
 El Dorado SELPA
 West San Gabriel SELPA
 Santa Clara County SELPA
 Los Angeles COE
 Placer COE
 San Joaquin COE
 Contra Costa COE
 Kern COE
 Santa Clara COE
 Sacramento COE
 Marin COE
 Imperial COE
 Contra Costa COE
 San Diego COE
 San Bernardino CSS
 South Bay Union SD
 Santa Rosa City Schools

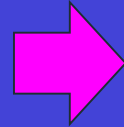
#Collective Commitment



“...ensuring the academic success, linguistic progress, and social-emotional well-being of English learners with disabilities is a **shared responsibility** of all members of the school system. Working together with **parents and families, school and district** professionals can promote **educational equity** by ensuring that all English learners participate in the highest **quality teaching and learning** experiences.”



IMPROVING OUTCOMES FOR ENGLISH LEARNERS WITH DISABILITIES WEBSITE



**VIDEO WALK
THROUGH**



**TRAINING
MODULES**



**FREQUENTLY
ASKED
QUESTIONS**



**PRACTITIONERS'
GUIDE**



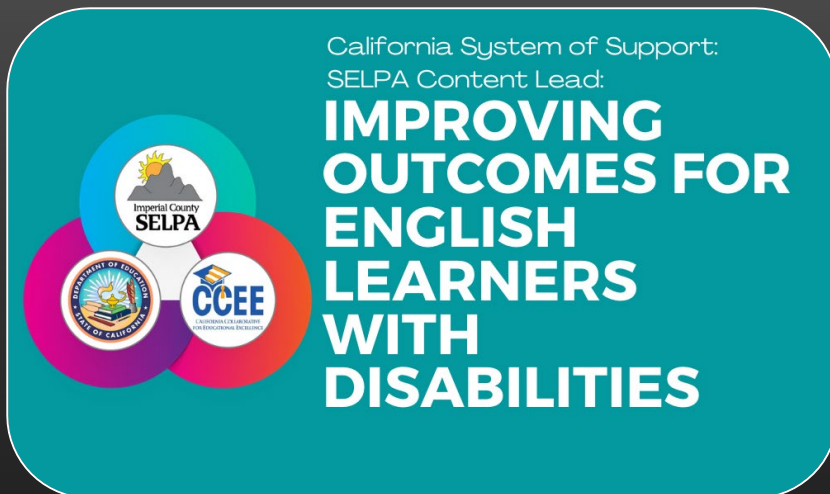
INFOGRAPHICS

California
Practitioners'
Guide for
Educating English
Learners with
Disabilities



California Department of Education
Sacramento 2019

Use this
infographic to
explore our
website



5

Stops to Help Meet the Needs of English Learners with Disabilities

Need supports for individuals as well as teams in meeting the needs for dually identified students?

Here are five stops on our website developed to support our collective commitment to meet the needs of all English learners with disabilities.

1



View our Training Modules

Our team has developed training modules as well as hosting experts in the field to speak on a variety of topics specific to English learners with disabilities.



2

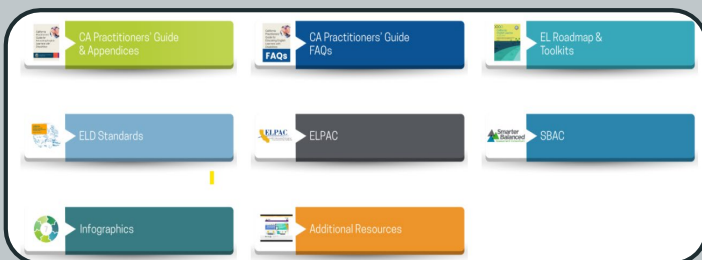




Access the Practitioners' Guide

Navigate through the guide utilizing multiple

The Practitioners' Guide has a series of [Frequently Asked Questions \(FAQs\)](#) that align with the topics

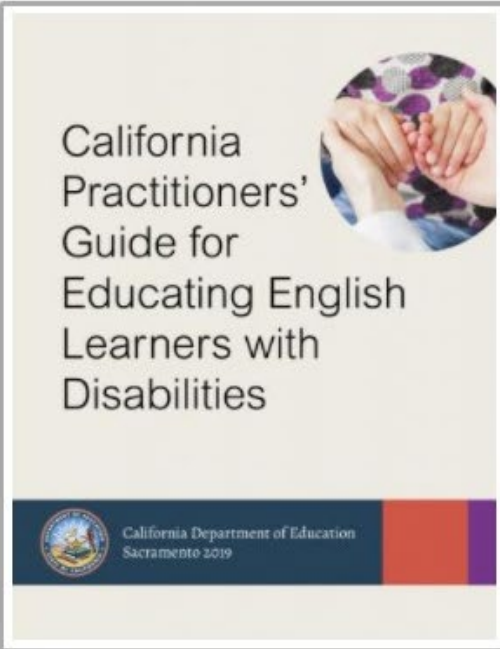
Exploring Resources



[HOME](#) | [ABOUT](#) | [IMPROVING OUTCOMES FOR ELS WITH DISABILITIES](#) | [COMMUNITY ADVISORY COMMITTEE](#) | [RESOURCES](#) | [DISTANCE LEARNING](#)

California Practitioners' Guide for Educating English Learners with Disabilities



- **Section 1: Identification of English Learners, Multi-Tiered System of Supports (MTSS), and Pre-Referral Interventions**
 - Chapter 1: Students with Disabilities Who May Be Identified as English Learners
 - Chapter 2: Supports for English Learners within the Multi-Tiered System of Supports Framework
- **Section 2: Pre-Referral and Referral, Assessment, and IEP Processes**
 - Chapter 3: Special Education Referral Process for English Learners
 - Chapter 4: Assessment of English Learners for Identification as Students with Disabilities
- **Section 3: Education Programs and Instructional Strategies**
 - Chapter 5: Developing an Individualized Education Program for English Learners
 - Chapter 6: Educational Programming: Access and Equity For English Learners with Disabilities
 - Chapter 7: Teaching and Learning to Meet Student Needs
- **Section 4: Proposing Exit from Special Education Services**
 - Chapter 8: Exiting English Learners from Special Education Status
- **Section 5: Reclassification from English Learner Status**
 - Chapter 9: Reclassifying Students with Disabilities from English Learner Status
- **Appendices**

California Practitioners' Guide for Educating English Learners with Disabilities
CDE Special Education - Announcements & Current Issues

Appendices

See or hear something you like...???



TWEET US!!



@el_sw_d

#improvingoutcomes

#elswd

#collectivecommitment



Visit us at <https://www.icoe.org/selpa>

To register for upcoming events: <https://www.icoe.org/selpa/el-sw-d/training-opportunities>

Email the team: improvingoutcomes_el_sw-d@icoe.org

Tweet us at: [@el_sw-d](https://twitter.com/el_sw-d)



CPAs & BUSINESS ADVISORS

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

Presented by Royce E. Townsend, CPA, Partner

May 3, 2021

WHAT IS BEING PRESENTED?

Notification of change in reporting structure

Goleta Union School District

Recognition that administrative unit tasks performed were 'cash conduit'

SBCSELPA

Financial reporting structure changes needed

Revision to current audit report as of June 30, 2020

SUMMARY OF CHANGES

- Goleta Union School District
 - Reporting of ‘cash conduit’ activity moved from a ‘pass-thru’ fund to an ‘agency fund’ per GASB Statement No. 24, ‘Accounting and Financial Reporting for Certain Grants and Financial Assistance’, and CSAM Procedure 750, ‘Pass Thru Grants and Cooperative Projects’
 - Federal compliance impact – subrecipient monitoring
- SBCSELPA
 - Reporting of pass thru activity now reported in a ‘pass-thru’ fund
 - Change to the Schedule of Federal Expenditures

SUMMARY OF CHANGES, CONTINUED

- SBCSELPA
 - Additional testing for the Special Education (IDEA) Cluster federal program testing
 - Responsible for subrecipient monitoring



QUESTIONS?

This presentation is presented with the understanding that the information contained does not constitute legal, accounting or other professional advice. It is not intended to be responsive to any individual situation or concerns, as the contents of this presentation are intended for general information purposes only. Viewers are urged not to act upon the information contained in this presentation without first consulting competent legal, accounting or other professional advice regarding implications of a particular factual situation. Questions and additional information can be submitted to your Eide Bailly representative, or to the presenter of this session.

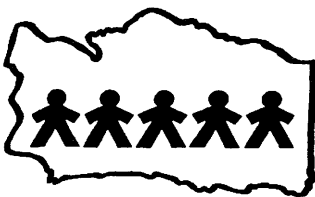


CPAs & BUSINESS ADVISORS

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Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Board Resolution for Fund 10

BACKGROUND:

- Santa Barbara SELPA is one of five JPA SELPAs in California and as such must have an Administrative Unit (AU) to receive special education funds on behalf of SBCSELPA.
- Currently, Goleta Union School District is the Administrative Unit who receives all the special education funding in their Fund 10 and allocates those funds to the member LEAs in accordance with directions from SBCSELPA.
- During Goleta's Audit of the 19-20 Unaudited Actuals, the National Assurance Office reviewed the Federal Grant process between SBCSELPA and Goleta and determined that the recording and allocation of Federal funds did not align with Government Accounting Standards. Goleta as the Administrative Unit is the Grantee of all special education funds but since SBCSELPA is the authority of those funds, the audit concluded that Goleta will be operating as a cash-conduit of special education revenues that will then pass into a Fund 10 established for SBCSELPA.
- SBCSELPA would receive all special education funding and allocate revenue and AB602 expenditures from the SBCSELPA Fund 10 to the member LEAs in Santa Barbara County.
- Caroline Larson, CPA, a consultant from Eide Bailly LLP was hired to assist SBCSELPA in the coding and allocation of funds.

FISCAL IMPACT: None.

RECOMMENDATION: The JPA Board approve the Board Resolution of establishing a SBCSELPA Fund 10 as presented.

RA/KH:lm

Resolution No.: _____

Resolution of the Governing Board**of the SANTA BARBAR COUNTY SELPA JPA****To Establish a SELPA Pass-Through Revenue Fund,****in accordance with Education Code Section 42840**

Whereas, the governing board of the **Santa Barbara County SELPA JPA** is desirous of maintaining a SELPA Pass-Through Revenue Fund (Fund 9110); and

Whereas, Education Code Section 42840 authorizes the establishment of a SELPA Pass-Through Revenue Fund (Fund 9110);

Now, Therefore Be It Resolved that the governing board of the **Santa Barbara County SELPA JPA hereby** requests that the Santa Barbara County Auditor's Office establish a SELPA Pass-Through Revenue fund for the SELPA JPA;

And, Be It Further Resolved, that the interest earned on moneys deposited in the established SELPA Pass-Through Revenue Fund (Fund 9110) remains in the fund.

Passed and Adopted this 3rd day of May 2021 by the following vote:

Ayes: _____

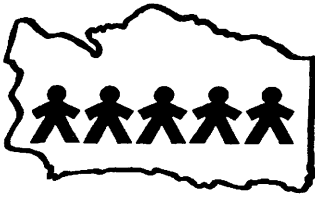
Noes: _____

Absent: _____

Abstain: _____

(Signed) _____

Board Clerk/Secretary



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Memorandum of Understanding (MOU) between Santa Barbara County SELPA (SBCSELPA) and Goleta Union School District (GUSD) for purpose of GUSD to provide Administrative Unit (AU) services to SBCSELPA

BACKGROUND:

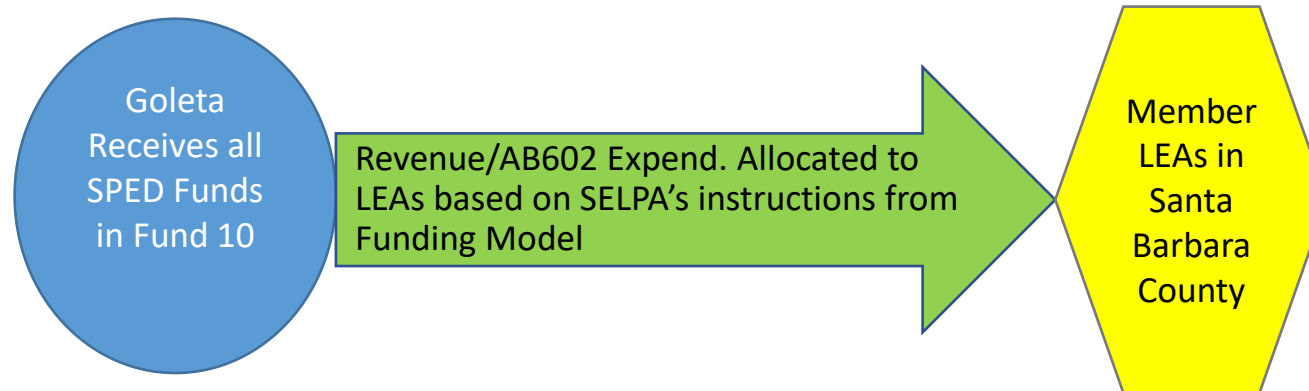
- The current MOU between SBCSELPA and GUSD to provide AU services was approved and signed in February 2000 (**REF: VIII-B.2**).
- Based on the findings from Eide Bailly LLP, National Assurance Office, the MOU must be updated for a change in the accounting process. Goleta Union School District will still continue as the Administrative Unit and perform duties as the Grantee and cash-conduit of special education funds for SBCSELPA but will no longer be required to allocate those funds to the member LEAs (**REF: VIII-B.3 & VIII-B.4**).
- This process requires a revision to current Local Plan language (**REF: VIII-B.5**).
- SBCSELPA is grateful for all the work Goleta has provided to the SBCSELPA all of these years and looks forward to a continued wonderful relationship providing funding for special education in Santa Barbara County.

FISCAL IMPACT: None.

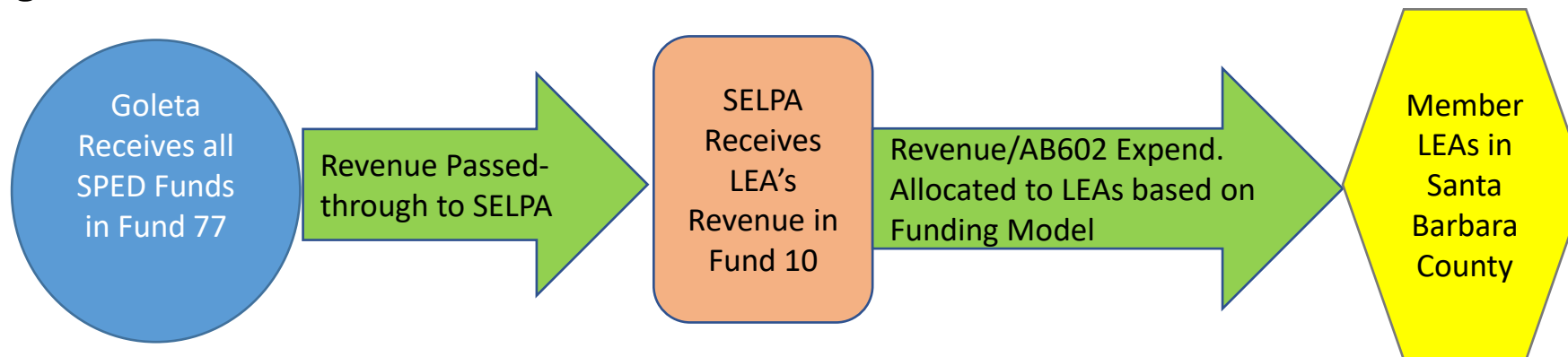
RECOMMENDATION: The JPA Board approved the proposed MOU between SBCSELPA and GUSD for purposes of GUSD providing AU services for SBCSELPA as presented.

RA/KH:lm

SBCSELPA Change in Revenue and AB 602 Expenditure Process with AU and SELPA



Change to:





Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA BARBARA
COUNTY SELPA AND THE GOLETA UNION SCHOOL DISTRICT**

This memorandum of understanding between the Santa Barbara County SELPA and the Goleta Union School District is executed for the purpose of providing reimbursement to the Goleta Union School District for the provision of staff accountant services related to receipt and distribution of federal special education grant funding.

Specifically, the Goleta Union School District, pursuant to this agreement, shall have the responsibility for the following:

1. Maintenance of auditable records on all grants and other entitlements that are received and re-distributed;
2. Tracking, transferring and reconciling of these funds throughout the fiscal year.

In consideration for the provision of these services on behalf of the SELPA, the Goleta Union School District shall be reimbursed the hourly salary for the District's staff accountant in an amount not to exceed the equivalent of fifty (50) hours per year of service.

Neither of the parties to this agreement shall be deemed an agent or employee of the other.

This agreement may be terminated at any time upon the mutual consent of the parties.

Each of the parties reserves the right to terminate this agreement at the end of the then current fiscal year by giving written notice by their respective Superintendent or Board Chairperson by March 1 of that year.

Goleta Union School District

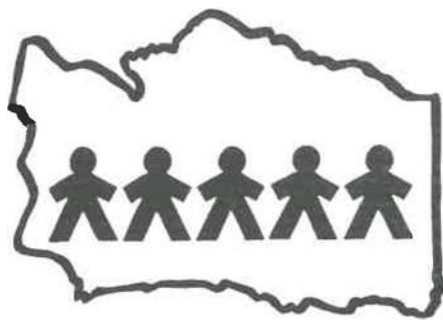
Date

2/15/00

SELPA

Date

2/11/00



Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA BARBARA COUNTY SELPA AND THE GOLETA UNION SCHOOL DISTRICT

This memorandum of understanding between the Santa Barbara County SELPA (**SBCSELPA**) and the Goleta Union School District is executed for the purpose of providing reimbursement to the Goleta Union School District for the provision of staff to provide the Administrative Unit (AU) accountant services related to receipt and distribution of federal for special education grant funding in Santa Barbara County.

Goleta Union School District shall have the administrative involvement of receiving special education revenues as a cash-conduit for the Santa Barbara County SELPA. All special education funding of federal special education grants, as well as funding from the State, will be received by the AU and passed to SBCSELPA who will then distribute revenue and expenditures to the member LEAs.

Pursuant to this agreement, Goleta Union School District shall have the responsibility for the following:

1. Receive and sign grant letters as the Grantee for SBCSELPA.
2. Provide a copy of signed grant letters to SBCSELPA.
3. Pass funds received to SBCSELPA in a timely manner.
4. Maintain auditable records on all grants and entitlements that pass-through the AU.
5. Track and reconcile these funds throughout the fiscal year.

Specifically, the Goleta Union School District, pursuant to this agreement, shall have the responsibility for the following:

1. Maintenance of auditable records on all grants and other entitlements that are received and re-distributed;
2. Tracking, transferring, and reconciling of these funds throughout the fiscal year.

Pursuant to this agreement, SBCSELPA shall have the responsibility for the following:

1. Allocation of Federal and State funding to LEAs
2. Oversight of the LEA sub-recipients of special education funding
3. Reporting of sub-recipient expenditures for all Federal Grants

In consideration for the provision of these services on behalf of the **SBCSELPA**, the Goleta Union School District shall be reimbursed \$6,600 per year. the hourly salary for the District's staff accountant in an amount not to exceed the equivalent of fifty (50) hours per year of service.

Neither of the parties to this agreement shall be deemed an agent or employee of the other.

This agreement may be terminated at any time upon the mutual consent of the parties. Each of the parties reserves the right to terminate this agreement at the end of the current fiscal year by giving written notice by their respective Superintendent or Board Chairperson by

March 1 of ~~that~~ the current year.

Goleta Union School District Superintendent

Date

_____ 2/15/00 _____

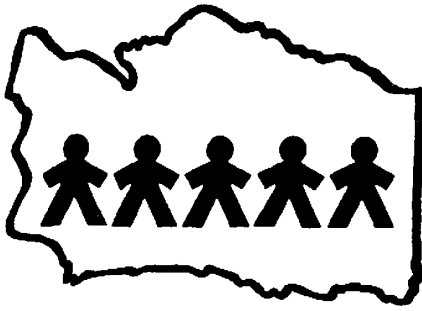
Santa Barbara County SELPA Executive Director

Date

Marsha McClish _____

_____ 2/11/00 _____

401 North Fairview Avenue • Goleta, California 93117 • (805) 683-1424
fax - (805) 967-1960 • email - selpa@selpa.sbceo.k12.ca.us



Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Memorandum of Understanding between Santa Barbara County SELPA and the Goleta Union School District

This memorandum of understanding between Santa Barbara County SELPA (SBCSELPA) and the Goleta Union School District is executed for the purpose of Goleta Union School to provide the Administrative Unit (AU) services for Special Education funding in Santa Barbara County.

Goleta Union School District shall have the administrative involvement of receiving special education revenues as a cash-conduit for the Santa Barbara County SELPA. All special education funding of federal special education grants, as well as funding from the State, will be received by the AU and passed to SBCSELPA who will then distribute revenue and expenditures to the member LEAs.

Pursuant to this agreement, Goleta Union School District shall have the responsibility for the following:

1. Receive and sign grant letters as the Grantee for SBCSELPA.
2. Provide a copy of signed grant letters to SBCSELPA.
3. Pass funds received to SBCSELPA in a timely manner.
4. Maintain auditable records on all grants and entitlements that pass-through the AU.
5. Track and reconcile these funds throughout the fiscal year.

Pursuant to this agreement, SBCSELPA shall have the responsibility for the following:

1. Allocation of Federal and State funding to LEAs
2. Oversight of the LEA sub-recipients of special education funding
3. Reporting of sub-recipient expenditures for all Federal Grants

In consideration for the provision of these services on behalf of SBCSELPA, the Goleta Union School District shall be reimbursed \$6,600 per year.

Neither of the parties to this agreement shall be deemed an agent or employee of the other.

This agreement may be terminated at any time upon the mutual consent of the parties at the end of the current fiscal year by giving written notice by their respective Superintendent or Board Chairperson by March 1st of the current year.

Goleta Union School District Superintendent

Date

Santa Barbara County SELPA Executive Director

Date

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

REF: VIII-B.5

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

3200 BUDGET PLANNING PROCESS

3217 Responsibility for Funding Calculations

The SBCSELPA Joint Powers Agency Board acknowledges the importance of provision of timely and accurate data and calculations in the development of spreadsheet information for special education fund allocations in areas including but not necessarily limited to costs associated with housing of regional classes and apportionment of special education funding pursuant to the SBCSELPA's AB 602 Fiscal Allocation Plan.

In conjunction with the above, the SBCSELPA office shall have the responsibility for the following:

- **Receipt and allocation of funding to LEAs**
- Collecting data for spreadsheet development
- Compiling data in spreadsheet formats, as appropriate
- Providing to SBCSELPA LEA business and special education administrative personnel back-up data and methodology used for all calculations.

The SBCSELPA LEAs shall be responsible for the accuracy of the data submitted to the SBCSELPA office to be used for fiscal calculations.

The SBCSELPA LEAs shall share responsibility with the SBCSELPA office for checking the accuracy of the calculations pursuant to allocation policy guidelines.

Any data or calculation errors identified shall be corrected for the current fiscal year and shall not be applied retroactively to prior fiscal years.

I. DISTRIBUTION OF FUNDING AND REGIONAL PROGRAM EXPENSES

The Administrative Unit will receive all special education revenues, Federal and State, in a Fund 76 as a cash-conduit for the SBCSELPA. The AU, as the Federal Grantee, will record receipt of funds and pass those funds to SBCSELPA's Fund 10.

All SBCSELPA apportionments shall be made through the **Administrative Unit's SBCSELPA's** Fund 10.

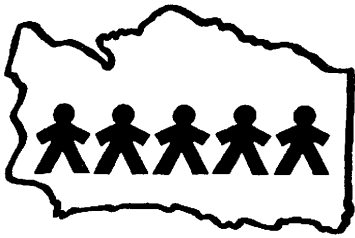
The **SBCSELPA-Administrative Unit** shall **record receipt of the apportionments and** transfer funds and expenses to member LEAs based on the SBCSELPA Funding Model.

- Regional Program operators shall be reimbursed for program costs by the district of residence (DOR) member LEA for each student attending the regional program.

- The DOR shall record the regional program cost paid to the Regional Program Operator as a transfer between a district or County as appropriate.

DATE APPROVED: October 6, 2003

DATE REVISED: June 4, 2018



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County SELPA (SBCSELPA) 2021-2022 Annual Budget and Service Plans

BACKGROUND:

- The Education Code requires that each year the SBCSELPA governing board hold a public hearing for (**REF: VIII-C.1**) and adopts the Annual Budget (ABP) and Service Plans (ASP). These plans are to be kept on file at the SBCSELPA office and made available for public review, to include locations of services.
- The Annual Budget Plan and Attachments (**REF: VIII-C.2 & REF: VIII-C.3**) is a report of projected SELPA-wide income and expenditures for special education. The projected revenue data comes from the state's AB602 2020-2021 funding at P-1 with increases based on the Governor's January Budget for the 2021-2022 school year. Federal revenue was based on 2019-2020 grants with the addition of the 20-21 COVID ADR grant. Projected expenses were obtained from the LEA 2020-2021 SEMB Reports.
- This information does not reflect all special education income since the California Ed Code regulation does not require that the SBCSELPA report income such as transportation. Therefore, this document should not be used as the basis for drawing conclusions regarding the amount of LEA general fund support that will be required to operate special education programs.
- The Annual Service Plan (**REF: VIII-C.4**) contains a list of special education services and their locations that are currently available in the SBCSELPA. This data is generated from CALPADS at the SBCSELPA level.

FISCAL IMPACT: None

RECOMMENDATION: The JPA Board approve the SBCSELPA 2021-2022 Annual Budget and Service Plans as presented.

**SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD**

NOTICE OF PUBLIC HEARING

The Santa Barbara County SELPA (SBCSELPA) hereby gives notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

SBCSELPA 2021 – 2022 Annual Budget and Service Plans

Copies of the SBCSELPA 2021-2022 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 5, Santa Barbara, 93111.

After the Public Hearing, the SBCSELPA JPA Board will adopt the 2021-2022 Annual Budget and Service Plans for the SBCSELPA.

HEARING DATE: May 3, 2021
TIME: 12:00 p.m.
LOCATION: Via Zoom – Meeting ID 921 4408 4595
Due to COVID-19

For additional information contact: Ray Avila, SELPA Executive Director
Santa Barbara County SELPA
5385 Hollister Avenue, Bldg. 5
Santa Barbara, CA 93111
(805) 683-1424

**SELPA DEL CONDADO DE SANTA BÁRBARA
COMITÉ DE AGENCIA DE PODERES UNIDOS**

NOTICIA DE AUDIENCIA PÚBLICA

SELPA del Condado de Santa Bárbara da noticia que una Audiencia Pública se llevará a cabo en la siguiente manera:

TEMA DE LA AUDIENCIA:

Plan de Fondos Anual y Plan de Servicio Anual para el 2021-2022 de SELPA del Condado de Santa Bárbara (SBCSELPA)

Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2021-2022 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Building 5, Santa Barbara, 93111

Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2021-2022 para SELPA del Condado de Santa Bárbara

FECHA DE AUDIENCIA: 3 de mayo, 2021
HORA: 12:00 p.m.
LUGAR: Via Zoom – Meeting ID 921 4408 4595
Due to COVID-19

Para información Adicional: Ray Avila, Directora de SELPA
SELPA del Condado de Santa Bárbara
5385 Hollister Avenue, Bldg. 5
Santa Barbara, CA 93111
(805) 683-1424

**SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD**

NOTICE OF PUBLIC HEARING

The Santa Barbara County SELPA (SBCSELPA) hereby gives notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

SBCSELPA 2021 - 2022 Annual Budget and Service Plans

Copies of the SBCSELPA 2021-2022 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 5, Santa Barbara, 93111.

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HEARING DATE: May 3, 2021

TIME: 12:00 p.m.

LOCATION: Via Zoom – Meeting ID 921 4408 4595
Due to COVID-19

For additional information: Ray Avila, SELPA Executive Director
Santa Barbara County SELPA
5385 Hollister Avenue, Bldg. 5
Santa Barbara, CA 93111
(805) 683-1424

**SELPA DEL CONDADO DE SANTA BÁRBARA
COMITÉ DE AGENCIA DE PODERES UNIDOS**

**NOTICIA DE AUDIENCIA
PÚBLICA**

SELPA del Condado de Santa Bárbara dá noticia que una Audiencia Pública se llevará a cabo en la siguiente manera:

TEMA DE LA AUDIENCIA:

Plan de Fondos Anual y Plan de Servicio Anual para el 2021-2022 de SELPA del Condado de Santa Bárbara (SBCSELPA)

Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2021-2022 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Building 5, Santa Barbara, 93111

Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2021-2022 para SELPA del Condado de Santa Bárbara

FECHA DE AUDIENCIA: 3 de mayo, 2021

HORA: 12:00 p.m.

LUGAR: Via Zoom – Meeting ID 921 4408 4595
Due to COVID-19

Para información Adicional: Ray Avila, Directora de SELPA
SELPA del Condado de Santa Bárbara
5385 Hollister Avenue, Bldg. 5
Santa Barbara, CA 93111
(805) 683-1424

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Santa Barbara County SELPA

Fiscal Year

2021–22

LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

2021–22 Local Plan Annual Submission

Section D: Annual Budget Plan

SELPA

Santa Barbara County SELPA

Fiscal Year

2021–22

Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Pursuant to California *Education Code (EC)* Section 56048, adjustments to any year's apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct.

Pursuant to *EC* Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

SELPA Fiscal Year **Table 1: Special Education Revenue by Source**

D1. Using the fields below, identify the special education revenues by funding source. The total revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	<input type="text" value="27,974,962"/>	43.52%
AB 602 Property Taxes	<input type="text" value="16,359,553"/>	25.45%
Federal IDEA Part B	<input type="text" value="12,877,841"/>	20.03%
Federal IDEA Part C	<input type="text" value="127,331"/>	0.20%
State Infant/Toddler	<input type="text" value="1,929,950"/>	3.00%
State Mental Health	<input type="text" value="4,163,030"/>	6.48%
Federal Mental Health	<input type="text" value="754,120"/>	1.17%
Other Revenue*	<input type="text" value="97,672"/>	0.15%
Total Revenue	64,284,459	100.00%

D2. Using the form template provided in **Attachment II**, complete a distribution of revenues to all LEAs participating in the SELPA by funding source.

D3. *Include a description of the revenue identified the "Other Revenue" category

Section D: Annual Budget Plan

SELPA Fiscal Year **Table 2: Total Budget by Object Codes**

D4. Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	<input type="text" value="62,061,596"/>	38.65%
Object Code 2000—Classified Salaries	<input type="text" value="35,473,644"/>	22.09%
Object Code 3000—Employee Benefits	<input type="text" value="39,510,476"/>	24.61%
Object Code 4000—Supplies	<input type="text" value="1,637,795"/>	1.02%
Object Code 5000—Services and Operations	<input type="text" value="17,492,375"/>	10.89%
Object Code 6000—Capital Outlay	<input type="text" value="10,390"/>	0.01%
Object Code 7000—Other Outgo and Financing*	<input type="text" value="4,377,867"/>	2.73%
Total Expenditures	160,564,143	100.00%

D5. Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D6. *Include a description of the expenditures identified under object code 7000:

Object Code 7000 includes payment for Regional Program services in various programs across the County as well as payment for services provided by Non-Public schools and Agencies.

Section D: Annual Budget Plan

SELPA Fiscal Year **Table 3: Federal, State, and Local Revenue Summary**

D7. Using the fields below, identify funding by revenue jurisdiction and percent of total budget.

Revenue Source	Amount	Percentage of Total Funding
State Special Education Revenue	<input type="text" value="50,427,495"/>	31.41%
Federal Revenue	<input type="text" value="13,759,292"/>	8.57%
Local Contribution	<input type="text" value="96,377,359"/>	60.02%
Total Revenue From All Sources	160,564,146	100.00%

D8. Using the form template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.**Special Education Local Plan Area Funding Distribution**

D9. Describe the basic premise of the SELPA Allocation Plan.

I. GUIDING PRINCIPLES

The Long-Term AB 602 Special Education Fiscal Allocation Plan has been designed to address the following objectives:

1. Provide an incentive for operating cost-effective programs for students in public school programs.
2. Provide no incentive for districts to over-identify students for special education.
3. Provide full-funding for regional programs.
4. Ensure that special education funding is distributed proportionately to LEAs.
5. Acknowledge that the AB 602 Funding Allocation Model will not cover the total costs of special education services and districts will need general fund contributions to cover unfunded special education costs.
6. Keep program requirements in mind as well as the Maintenance of Effort requirement in Federal law (Title 20 U.S.C. §1413(a)(2)(C)(i) and Title 34 CFR §300.205) that there are restrictions when an LEA may reduce the level of special education expenditures “from local funds below the level of those expenditures for the preceding fiscal year.”

II. ALLOCATION OF AB 602 INCOME

The total SELPA special education block grant will be received at the SELPA level for distribution to the special education program operators. The JPA Board authorizes the SBCSELPA Administrative Unit to act as the fiscal agent for the SBCSELPA. Funds for SBCSELPA-funded services shall be taken off-the-top prior to distribution of the remainder of the AB 602 block grant. The SBCSELPA follows the allocation model that the State uses and the remaining AB 602 funds is distributed to districts based upon the greater of the prior year or current year certified P-2 ADA. In the event of a declared emergency or approved J-13 waiver, the revised P-2 ADA will be used.

Section D: Annual Budget Plan

SELPA Fiscal Year

D10. Describe how the SELPA distributes IDEA revenues to the LEAs, including the models used to provide services to member LEAs:

Santa Barbara County SELPA distributes IDEA Local Assistance Entitlements revenue to member LEAs in the same manner as the State funding based on certified P-2 ADA. Preschool Local Entitlements are distributed to elementary school grades K-6.

Section D: Annual Budget Plan

SELPA Fiscal Year **Table 4: Special Education Local Plan Area Operating Expenditures**

D11. Using the fields below, identify the total projected SELPA operating expenditures by SELPA accounting codes, the amount, and the percent of total expenses. NOTE: For 2021-22 fiscal year, this table optional for single LEA SELPAs.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	344,058	0.75%
Object Code 2000—Classified Salaries	729,685	1.58%
Object Code 3000—Employee Benefits	367,163	0.80%
Object Code 4000—Supplies	167,130	0.36%
Object Code 5000—Services and Operations	3,360,240	7.29%
Object Code 6000—Capital Outlay	5,390	0.01%
Object Code 7000—Other Outgo and Financing*	41,136,501	89.21%
Total Operating Expenditures	46,110,167	100.00%

D12. *Include a description of the expenditures identified under object code 7000:

Object Code includes payment for students in State Residential Schools, Low Incidence Services and equipment for LEAs with students with low incidence needs, and the pass-through of SPED Revenues to member LEAs.

Section D: Annual Budget Plan

SELPA Fiscal Year **Table 5: Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with Low Incidence Disabilities**

The standardized account code structure (SACS), goal 5750 is defined as "Special Education, Ages 5–22 Severely Disabled." Students with a low-incidence disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D13. Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

☒ Yes ☐ No

D14. Enter the total projected expenditures for supplemental aids and services (SAS) for students with disabilities who are placed in the regular education classroom and for those who are identified with low incidence (LI) disabilities.

Total Projected Expenditures for SAS in the Regular Classroom Provided to Students with Disabilities

Total Projected Expenditures for Students with LI Disabilities

D15. Using the form template provided in **Attachment V**, provide a complete distribution of projected federal and state expenditures by LEAs participating in the SELPA.

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN
Attachments
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

2021–22 Local Plan Submission

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Attachment I

SELPA: Fiscal Year: **Attachment I—Local Educational Agency Listing****Participating Local Educational Agency Identification**

Enter the California Department of Education (CDE) issued county/district/school code (CDS) and the full name for each local educational agency (LEA) participating in the Local Plan. The LEA names will automatically populate the remaining attachments. Pursuant to California *Education Code (EC)* sections 56205(a)(12)(D)(iii) and 56195.1(b) and (c). SELPAs with one or more LEAs, or those who join with the county office of education (COE) to submit a Local Plan to the CDE for consideration of approval must include copies of joint powers agreements or contractual agreements, as appropriate.

In the table below, enter the CDE issued CDS code and the official name as listed in the California School Directory <https://www.cde.ca.gov/SchoolDirectory/> for each COE, District, Joint Powers Authority (JPA), and SELPA participating in the Local Plan and receiving a special education funding allocation for services and programs provided to students with disabilities.

To Add or Delete Rows:

To add or delete table rows, select the "plus" or "minus" buttons bellow. Actions taken here will be automatically repeated for each of the tables in Attachments II through VI. Users must manually enter LEA information in Attachment VII.

LEA Membership Changes:

If an LEA was previously reported to the CDE in fiscal year 2020–21 or 2021–22 and there is a change in SELPA membership, **DO NOT DELETE** the entry. Instead, under the "LEA Status" column, select the drop-down menu and choose the applicable status option for the LEA membership change.

SELPA County/District/School Codes

- If a SELPA does not have a CDS code, then the associated fields should be left blank. NOTE: If a CDS code section begins with a "0," the zero will not appear in the user's entry.
- If a SELPA does not have a complete CDS code, then leave the associated district and school code blank.
- If a SELPA is not a charter LEA, then leave the associated charter code blank.

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2021–22

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	1	42	76786	6118202	326	Adelante Charter School	GRACIELA	RODRIGUEZ	(805) 966-7392	ghrodriguez@sbunified.org	Previously Reported
	2	42	69104	0		Ballard Elementary	CLAUDIA	ECHAVARRIA	(805) 688-4222	cechavarria@buelltonusd.org	Previously Reported
	3	42	69112	0		Blochman Union Elementary	SAM	OROZCO	(805) 937-1148	sorozco@blochmanusd.org	Previously Reported
	4	42	69138	0		Buellton Union Elementary	CLAUDIA	ECHAVARRIA	(805) 688-4222	cechavarria@buelltonusd.org	Previously Reported
	5	42	69146	0		Carpinteria Unified	KARLA	CURRY	(805) 684-7657	kcurry@cusd.net	Previously Reported
	6	42	69161	0		Cold Spring Elementary	KIRSTEN	ESCOBEDO	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	7	42	69179	0		College Elementary	CLAUDIA	ECHAVARRIA	(805) 688-4222	cechavarria@buelltonusd.org	Previously Reported
	8	42	75010	0		Cuyama Joint Union	KIRSTEN	ESCOBEDO	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	9	42	69112	111773	763	Family Partnership Charter	STEVEN	TORRES	(805) 348-3333	steven.torres@fpccharter.org	Previously Reported
	10	42	69195	0		Goleta Union Elementary	CHERYLIN	LEW	(805) 681-1210	clew@goleta.k12.ca.us	Previously Reported
	11	42	69203	0		Guadalupe Union Elementary	NATHAN	MORENO	(805) 343-2114	nmoreno@gusdbobcats.com	Previously Reported
	12	42	69211	0		Hope Elementary	JESTIN	ST. PETER	(805) 563-2974	jstpeter@hopeschooldistrict.org	Previously Reported

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2021–22

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	13	42	69229	0		Lompoc Unified	BRIAN	JARAMILLO	(805) 742-3291	jaramillo.brian@luisd.org	Previously Reported
	14	42	69245	0		Los Olivos Elementary	CLAUDIA	ECHAVARRIA	(805) 688-4222	cechavarria@buelletonusd.org	Previously Reported
	15	42	92290	16921	973	Manzanita Public Charter	ROBERT	ALTAVILLA	(805)734-5600	Robert.Altavilla@manzanitacharters	Previously Reported
	16	42	69252	0		Montecito Union Elementary	KIRSTEN	ESCOBEDO	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	17	42	69260	0		Orcutt Union Elementary	KATHY	LONG	(805) 938-8960	klong@orcutt-schools.net	Previously Reported
	18	42	76786	111603	20	Santa Barbara Charter School	STACY	TOLKIN	(805) 967-6522	stacysbcs@gmail.com	Previously Reported
	19	42	76786	0		Santa Barbara Unified	JOHN	SCHETTLE	(805) 963-4331	jschettler@sbunified.org	Previously Reported
	20	42	69310	0		Santa Maria Joint Union High	FRANCES	EVANS	(805) 922-4573	fevans@smjuhsd.org	Previously Reported
	21	42	69120	0		Santa Maria-Bonita	RUSTY	GORDON	(805) 361-8180	rgordon@smbbsd.net	Previously Reported
	22	42	69328	0		Santa Ynez Valley Union High	CLAUDIA	ECHAVARRIA	(805) 688-4222	cechavarria@buelletonusd.org	Previously Reported
	23	42	69336	0		Solvang Elementary	CLAUDIA	ECHAVARRIA	(805) 688-4222	cechavarria@buelletonusd.org	Previously Reported
	24	42	69344	0		Vista Del Mar Union	CLAUDIA	ECHAVARRIA	(805) 688-4222	cechavarria@buelletonusd.org	Previously Reported

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2021–22

	25	42	10421	0		Santa Barbara County Education Office (SELPA included in data)	KIRSTEN	ESCOBED O	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	26										Previously Reported
	27										

Attachment II

SELPA: Fiscal Year:

Each SELPA must adhere to requirements for developing and reporting special education budget revenue and expenditures. The following excerpt is taken from California School Accounting Manual (CSAM): Procedure 755 Special Education on page 755-1 and included to assist the SELPA with completing Section D: Annual Budget Plan information for each LEA participating in the SELPA's Local Plan.

Special education budgets are complex and are of great interest to the public, both locally and statewide. *EC* Section 56205(b)(1) requires that a special education budget shall identify particular elements. Identification of the following elements is facilitated by the standardized account code structure (SACS):

1. Apportionment received by the LEA in accordance with the allocation plan adopted by the SELPA. (The apportionment is tracked in SACS in the resource field in combination with the revenue code in the object field.)
2. Administrative costs of the plan. (These costs are tracked in the function field.)
3. Costs of special education services to pupils with severe disabilities and low-incidence disabilities. (This population is identified by the goal field.)
4. Costs of special education services to pupils with nonsevere disabilities. (This population is identified by the goal field.)
5. Costs of supplemental aids and services provided to meet the individual needs of pupils placed in regular education classrooms and environments. (Costs of these aids and services are tracked in the function field.)
6. Costs of regionalized operations and services and direct instructional support by program specialists in accordance with Part 30, Chapter 7.2, Article 6, of the California *EC*, Program Specialists and Administration of Regionalized Operations and Services. (These costs are tracked in the goal field for regionalized operations and in the function field for instructional services.)
7. Use of property taxes allocated to the SELPA pursuant to *EC* Section 2572. (Property taxes allocated to the SELPA are tracked in the resource field and identified by a revenue code in the object field.)

Attachment II

SELPA: Fiscal Year: **Attachment II—Projected Special Education Revenue by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue funding sources allowed by the Individuals with Disabilities Education Act (IDEA). Information included in this table must be consistent with revenues identified in Section D, Table 1. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 1.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
1	Adelante Charter School	107,119	73,618	0	49,214	0	9,597	0	0	239,548
2	Ballard Elementary	0	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	74,880	50,715	0	34,403	0	6,708	0	0	166,706
4	Buellton Union Elementary	1,062,254	703,461	0	545,379	0	92,291	0	0	2,403,385
5	Carpinteria Unified	778,507	520,234	0	411,498	0	68,308	0	0	1,778,547
6	Cold Spring Elementary	0	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0	0
8	Cuyama Joint Union	0	0	0	0	0	0	0	0	0

Attachment II

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
9	Family Partnership Charter	133,842	91,613	0	61,492	0	11,991	0	0	298,938
10	Goleta Union Elementary	1,300,988	888,324	0	788,408	0	116,554	0	0	3,094,274
11	Guadalupe Union Elementary	460,522	314,103	0	263,832	0	41,258	0	0	1,079,715
12	Hope Elementary	333,359	227,398	0	202,018	0	29,865	0	0	792,640
13	Lompoc Unified	3,478,014	2,314,877	0	1,827,805	0	303,828	0	0	7,924,524
14	Los Olivos Elementary	0	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	150,737	103,065	0	69,254	0	13,504	0	0	336,560
16	Montecito Union Elementary	0	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	1,833,707	1,235,146	0	1,003,833	0	162,842	0	0	4,235,528
18	Santa Barbara Charter School	101,443	68,710	0	46,607	0	9,088	0	0	225,848

Attachment II

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
19	Santa Barbara Unified	4,915,269	3,352,072	0	2,460,590	0	440,352	0	0	11,168,283
20	Santa Maria Joint Union High	3,125,433	2,082,571	0	1,446,749	0	280,003	0	0	6,934,756
21	Santa Maria-Bonita	6,154,579	4,153,691	0	3,498,627	0	545,444	0	0	14,352,341
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0	0
24	Vista Del Mar Union	0	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	3,964,309	179,955	127,331	168,132	1,929,950	2,031,396	754,120	97,672	9,252,865
26		0	0	0	0	0	0	0	0	0
27		0	0	0	0	0	0	0	0	0
Totals:		27,974,962	16,359,553	127,331	12,877,841	1,929,950	4,163,029	754,120	97,672	64,284,458

Attachment III

SELPA: Fiscal Year: **Attachment III—Projected Expenditures by Object Code by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education expenditures by LEA and object code as allowed by the IDEA. Information included in this table must be consistent with expenditures identified in Section D, Tables 2 . NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 2.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
1	Adelante Charter School	163,459	46,065	60,041	0	106,200	0	0	375,765
2	Ballard Elementary	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	174,971	23,924	56,313	5,118	3,125	0	0	263,451
4	Buellton Union Elementary	2,720,238	1,574,442	1,723,799	50,663	678,500	0	0	6,747,642
5	Carpinteria Unified	2,202,745	1,362,315	1,639,389	67,120	539,182	0	0	5,810,751
6	Cold Spring Elementary	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0
8	Cuyama Joint Union	0	0	0	0	0	0	0	0
9	Family Partnership Charter	146,581	30,978	44,243	15,535	118,355	0	0	355,692

Attachment III

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
10	Goleta Union Elementary	3,735,171	4,054,795	3,177,749	97,142	224,091	0	0	11,288,948
11	Guadalupe Union Elementary	905,221	414,407	518,130	26,269	366,480	0	15,074	2,245,581
12	Hope Elementary	1,084,936	563,165	549,530	17,479	194,727	0	0	2,409,837
13	Lompoc Unified	7,152,090	3,653,178	4,158,156	95,914	1,181,545	0	0	16,240,883
14	Los Olivos Elementary	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	249,573	154,333	59,441	4,500	16,000	0	0	483,847
16	Montecito Union Elementary	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	2,626,790	1,724,749	1,533,777	70,119	1,625,653	0	0	7,581,088
18	Santa Barbara Charter School	0	0	0	0	0	0	0	0
19	Santa Barbara Unified	13,494,228	7,752,007	6,809,076	396,608	5,057,668	0	185,034	33,694,621
20	Santa Maria Joint Union High	5,997,509	3,701,579	3,683,999	108,807	529,797	0	582,079	14,603,770

Attachment III

SELPA: Santa Barbara County

Fiscal Year: 2021–22

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
21	Santa Maria-Bonita	11,648,051	4,651,770	7,079,093	302,880	2,474,794	0	721,967	26,878,555
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0
24	Vista Del Mar Union	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	9,760,033	5,765,937	8,417,740	379,641	4,376,258	10,390	2,873,713	31,583,712
26		0	0	0	0	0	0	0	0
27		0	0	0	0	0	0	0	0
Totals:		62,061,596	35,473,644	39,510,476	1,637,795	17,492,375	10,390	4,377,867	160,564,143

Attachment IV

SELPA: Santa Barbara County

Fiscal Year: 2021–22

Attachment IV—Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

For each LEA participating in the Local Plan, enter the projected special education revenue received by each funding source. Information provided must be consistent with revenues identified in Section D, Table 3. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 3.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
1	Adelante Charter School	49,214	0.36%	190,466	0.38%	136,085	239,680
2	Ballard Elementary	0	0.00%	0	0.00%	0	0
3	Blochman Union Elementary	34,403	0.25%	132,396	0.26%	96,652	166,799
4	Buellton Union Elementary	545,379	3.96%	1,859,276	3.69%	4,342,987	2,404,655
5	Carpinteria Unified	411,498	2.99%	1,367,989	2.71%	4,031,264	1,779,487
6	Cold Spring Elementary	0	0.00%	0	0.00%	0	0
7	College Elementary	0	0.00%	0	0.00%	0	0
8	Cuyama Joint Union	0	0.00%	0	0.00%	0	0
9	Family Partnership Charter	61,492	0.45%	237,611	0.47%	56,589	299,103

Attachment IV

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
10	Goleta Union Elementary	788,408	5.73%	2,307,470	4.58%	8,193,070	3,095,878
11	Guadalupe Union Elementary	263,832	1.92%	816,450	1.62%	1,165,298	1,080,282
12	Hope Elementary	202,018	1.47%	591,033	1.17%	1,616,787	793,051
13	Lompoc Unified	1,827,805	13.28%	6,100,901	12.10%	8,312,178	7,928,706
14	Los Olivos Elementary	0	0.00%	0	0.00%	0	0
15	Manzanita Public Charter	69,254	0.50%	267,492	0.53%	147,101	336,746
16	Montecito Union Elementary	0	0.00%	0	0.00%	0	0
17	Orcutt Union Elementary	1,003,833	7.30%	3,233,936	6.41%	3,343,320	4,237,769
18	Santa Barbara Charter School	46,607	0.34%	179,366	0.36%	0	225,973
19	Santa Barbara Unified	2,460,590	17.88%	8,713,753	17.28%	22,294,305	11,174,343
20	Santa Maria Joint Union High	1,446,749	10.51%	5,491,861	10.89%	7,665,160	6,938,610

Attachment IV

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
21	Santa Maria-Bonita	3,498,627	25.43%	10,861,220	21.54%	12,518,709	14,359,847
22	Santa Ynez Valley Union High	0	0.00%	0	0.00%	0	0
23	Solvang Elementary	0	0.00%	0	0.00%	0	0
24	Vista Del Mar Union	0	0.00%	0	0.00%	0	0
25	Santa Barbara County Education Office (SELPA included in data)	1,049,583	7.63%	8,076,275	16.02%	22,457,854	9,125,858
26		0	0.00%	0	0.00%	0	0
27		0	0.00%	0	0.00%	0	0
Totals:		13,759,292	100.00%	50,427,495	100.00%	96,377,359	64,186,787

Attachment V

SELPA: Santa Barbara County

Fiscal Year: 2021–22

Attachment V—Projected Expenditures by Local Educational Agency for Supplemental Aids and Services in the Regular Classroom for Students with Disabilities and Those Identified with Low Incidence Disabilities

Enter the revenue allocated to each LEA for supplemental aids and services (SAS) for those students with disabilities placed in the regular classroom setting and those who are identified with low incidence (LI) disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 5.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
1	Adelante Charter School	0	0
2	Ballard Elementary	0	0
3	Blochman Union Elementary	32,768	2,129
4	Buellton Union Elementary	0	29,803
5	Carpinteria Unified	0	31,931
6	Cold Spring Elementary	0	0
7	College Elementary	0	0
8	Cuyama Joint Union	0	0
9	Family Partnership Charter	0	0

Attachment V

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
10	Goleta Union Elementary	0	57,476
11	Guadalupe Union Elementary	0	17,030
12	Hope Elementary	536,130	8,515
13	Lompoc Unified	0	146,884
14	Los Olivos Elementary	0	0
15	Manzanita Public Charter	0	0
16	Montecito Union Elementary	0	0
17	Orcutt Union Elementary	0	44,704
18	Santa Barbara Charter School	0	0
19	Santa Barbara Unified	0	217,133
20	Santa Maria Joint Union High	81,490	129,854

Attachment V

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
21	Santa Maria-Bonita	978,017	257,579
22	Santa Ynez Valley Union High	0	0
23	Solvang Elementary	0	0
24	Vista Del Mar Union	0	0
25	Santa Barbara County Education Office (SELPA included in data)	2,210,452	490,665
26		0	0
27		0	0
Totals:		3,838,857	1,433,703

Attachment VI

SELPA:

Fiscal Year:

Attachment VI must be completed using the CDE approved Microsoft Excel Template

Attachment VII

SELPA: Fiscal Year: **Attachment VII—Special Education Local Plan Area Membership Transfers and Mergers (to and from the SELPA)**

Educational programs and services already in operation may not be transferred to another LEA unless all provisions of *EC* Section 56207 have been met by the SELPA as demonstrated by the completion and submission of Attachment VII. The effective date of the transfer must not be prior to the July 1 of the second fiscal year after the date the sending or receiving SELPA informed the other agency and the governing body of multiple LEA SELPAs or the responsible individual of single LEA SELPAs notified the other agency, unless both the sending and receiving SELPA unanimously agree the transfer date will take effect on the July 1 of the first fiscal year following the notification date.

LEA Name	Add or Delete Row	LEA Status	Impacted SELPA Name	Impacted District, Charter, or School Name	Initiating SELPA Notification Date	SELPA Governing Board Notification Date	COE Notification Date	CDE Notification Date	Agreed Upon Effective Fiscal Year
									<input type="text"/>
									<input type="text"/>

DO NOT
DISTRIBUTE

Attachment VI—Specialized Academic Instruction and Related Services

DATE: 5/3/2021

If code 900 is selected, the specific service must be defined in Local Plan Section E: Annual Service Plan. Licensing, certification, and provider qualifications to provide each identified service must be in accordance with law. Attachment VI must be included with each Local Plan Section E: Annual Service Plan submission to the California Department of Education (CDE).

FISCAL YEAR: 2021-22

SELPA NAME: Santa Barbara County SELPA

[illegible]

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Adelante Charter School

Phone: 805-966-7392

Superintendent: David Bautista

Email: dbautista@sbunified.org

Special Education Director: Graciela Rodriguez

Email: ghrodriguez@sbunified.org

Phone: 805-966-7392

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Adelante Charter	6118202	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Ballard School District

Phone: 805-688-4812

Superintendent: Allan Pelletier

Email: apelletier@ballardschool.org

Special Education Director: Claudia Echavarria

Email: cechavarria@buelltonusd.org

Phone: 805-688-4222

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Ballard School	6045256	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Blochman Union School District

Phone: 805-937-1148

Superintendent: Doug Brown

Email: dbrown@blochmanusd.org

Special Education Director: Sam Orozco

Email: sorozco@blochmanusd.org

Phone: 805-937-1148

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Benjamin Foxed School	6045264	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Buellton Union School District

Phone: 805-686-2767

Superintendent: Dr. Randal Haggard

Email: rhaggard@buelltonusd.org

Special Education Director: Claudia Echavarria

Email: cechavarria@buelltonusd.org

Phone: 805-688-4222

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Oak Valley	6119804	60
Jonata Middle School	6045280	62

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Carpinteria Unified School District

Phone: 805-684-5622

Superintendent: Diana Rigby

Email: drigby@cusd.net

Special Education Director: Karla Curry

Email: kcurry@cusd.net

Phone: 805-684-7408

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Aliso	6045298	60
Canalino	6045306	60
Carpinteria Family	0102129	60
Summerland	6045322	60
Carpinteria Middle	6060008	62
Carpinteria High	4230587	66
Foothill High	4230181	63
Rincon High	4230595	68

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SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Cold Spring School District

Phone: 805-969-0787

Superintendent: Dr. Amy Alzina

Email: aalzina@coldspringschool.net

Special Education Director: Kirsten Escobedo

Email: kescobedo@sbceo.org

Phone: 805-964-4711

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Cold Spring	6045348	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: College School District

Phone: 805-686-7300

Superintendent: Maurene Donner

Email: mdonner@collegeschooldistrict.org

Special Education Director: Claudia Echavarria

Email: cechavarria@buelltonusd.org

Phone: 805-688-4222

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
College School	6045355	60
Santa Ynez School	6045371	60
Santa Ynez Valley Charter	6118434	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Cuyama Joint Unified School District

Phone: 661-766-2482

Superintendent: Alfonso Gamino

Email: gamino@cuyamaunified.org

Special Education Director: Kirsten Escobedo

Email: kescobedo@sbceo.org

Phone: 805-964-4711

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Cuyama Elementary	6045389	60
Cuyama Valley High	4231205	66
Sierra Madre High	4230173	68

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Family Partnership Charter School

Phone: 805-348-3333

Superintendent: Steven Torres

Email: steven.torres@fpcharter.org

Special Education Director: Steven Torres

Email: steven.torres@fpcharter.org

Phone: 805-348-3333

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Family Partnership Charter	0111773	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Goleta Union School District

Phone: 805-681-1200

Superintendent: Dr. Donna Lewis

Email: dlewis@goleta.k12.ca.us

Special Education Director: Cherylin Lew

Email: clew@goleta.k12.ca.us

Phone: 805-681-1220

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Brandon	6067110	60
El Camino	6045405	60
Ellwood	6045421	60
Foothill	6045447	60
Hollister	6045462	60
Isla Vista	6045470	60
Kellogg	6045488	60
La Patera	6045496	60
Mountain View	6045504	60
Learning Tree Preschool	123034	08

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Guadalupe Union School District

Phone: 805-343-2114

Superintendent: Dr. Emilio Handall

Email: ehandall@gusdbobcats.com

Special Education Director: Nathan Moreno

Email: nmoreno@gusdbobcats.com

Phone: 805-343-2114

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Guadalupe Preschool	0136564	08
Mary Buren School	6045512	60
Kermit McKenzie Intermediate	6045520	62

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Hope School District

Phone: 805-682-2564

Superintendent: Dr. Anne Hubbard

Email: ahubbard@hopeschooldistrict.org

Special Education Director: Jestin St. Peter

Email: jstpeter@hopeschooldistrict.org

Phone: 805-682-2564

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Hope	6045538	60
Monte Vista	6045546	60
Vieja Valley	6045553	60

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SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Lompoc Unified School District

Phone: 805-742-3300

Superintendent: Trevor McDonald

Email: mcdonald.trevor@lUSD.org

Special Education Director: Brian Jaramillo

Email: jaramillo.brian@lUSD.org

Phone: 805-742-3300

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Arthur Hapgood	6045561	60
Buena Vista	6045579	60
Clarence Ruth	6045587	60
Crestview	6045595	60
La Canada	6045611	60
La Honda STEAM Academy	6045629	60
Leonora Fillmore	6045645	60
Los Berros	6045660	60
Miguelito	6068902	60
Lompoc Valley Middle	6060016	64
Vandenberg Middle	6060024	64
Cabrillo High	4230454	66
Lompoc High	4233060	66
Maple High	4233029	68
Mission Valley	0100651	63
Lompoc Adult	4233003	70
Dr. Bob Forinash Community Day	0132738	69

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SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Los Olivos School District

Phone: 805-688-4025

Superintendent: Pamela Able

Email: pable.losolivos@gmail.com

Special Education Director: Claudia Echavarria

Email: cechavarria@buelltonusd.org

Phone: 805-688-4222

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Los Olivos School	6045710	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Manzanita Public Charter School

Phone: 805-734-5600

Superintendent: Suzanne Nicastro

Email: Suzanne.nicastro@manzanitacharterschool.com

Special Education Director: Robert Altavilla

Email: altavillar@verizon.net

Phone: 805-734-5600

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Manzanita Public Charter	0116921	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Montecito Union School District

Phone: 805-969-9714

Superintendent: Anthony Ranii

Email: aranii@montecitou.org

Special Education Director: Kirsten Escobedo

Email: kescobedo@sbceo.org

Phone: 805-964-4711

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Montecito Union	6045728	60

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SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Orcutt Union School District

Phone: 805-938-8900

Superintendent: Dr. Holly Edds

Email: hedds@orcutt-schools.net

Special Education Director: Kathy Long

Email: klong@orcutt-schools.net

Phone: 805-938-8960

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Alice Shaw	6045736	60
Joe Nightingale	6045777	60
Orcutt Academy Charter	0116434	65
Olga Reed	6045702	60
Patterson Road	6045793	60
Pine Grove	6045801	60
Ralph Dunlap	6045744	60
Lakeview Jr. High	6045751	64
Orcutt Jr. High	6045785	64

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SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Santa Barbara Charter School

Phone: 805-967-6522

Superintendent: Laura Donner

Email: ldonner@sbunified.org

Special Education Director: Stacy Tolkin

Email: stacysbcs@gmail.com

Phone: 805-967-6522

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Santa Barbara Charter	6111603	60

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Santa Barbara Unified School District

Phone: 805-963-4338

Superintendent: Hilda Maldonado

Email: hmaldonado@sbunified.org

Special Education Director: John Schettler

Email: jschettler@sbunified.org

Phone: 805-963-4338

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Adams	6045819	60
Cleveland	6045827	60
Franklin	6045835	60
Harding University Partnership	6045850	60
McKinley	6045884	60
Monroe	6045892	60
Peabody Charter	6045918	60
Roosevelt	6045926	60
Santa Barbara Community Academy	6116875	60
Washington	6045934	60
Goleta Valley Jr. High	6060032	62
La Colina Jr. High	6062095	62
La Cumbre Jr. High	6060040	62
Santa Barbara Jr. High	6060057	62
Dos Pueblos High	4231726	66
San Marcos High	4235230	66
Santa Barbara High	4235727	66
La Cuesta Continuation High	4232690	68
Alta Vista Alternative High	0120402	63
Alta Vista Jr. High	0123885	63
Santa Barbara Unified Early Childhood	0134387	08

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Santa Maria Jt. Union High School District

Phone: 805-922-4573

Superintendent: Antonio Garcia

Email: angarcia@smjuhsd.org

Special Education Director: Frances Evans

Email: fevans@smjuhsd.org

Phone: 805-922-4573

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Ernest Righetti High	4234613	66
Pioneer Valley High	0102285	66
Santa Maria High	4236030	66
Delta High	4231452	68

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SELPA: Santa Barbara County

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Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Santa Maria-Bonita School District

Phone: 805-928-1783

Superintendent: Luke Ontiveros

Email: lontiveros@smbsd.net

Special Education Director: Kenneth Gordon

Email: kgordon@smbsd.net

Phone: 805-928-1783

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Adam	6045959	60
Alvin Avenue	6045967	60
Arrellanes	6045975	60
Battles	6107007	60
Bonita	6045272	60
Bruce	6046064	60
Fairlawn	6046007	60
Jimenez	0131623	60
Liberty	0102863	60
Miller	6046031	60
Oakley	6046049	60
Ontiveros	6109268	60
Rice	6046056	60
Sanchez	0102848	60
Taylor	6119812	60
Tunnell	6046023	60
Arrellanes Jr. High	6119820	64
El Camino Jr. High	6045991	62
Fesler Jr. High	6046015	62
Kunst Jr. High	0102855	64

Attachment VIII-C4

SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Santa Ynez Valley Union High School District

Phone: 805-688-6487

Superintendent: Scott Cory

Email: scory@syvuhsd.org

Special Education Director: Claudia Echavarria

Email: cechavarria@buelltonusd.org

Phone: 805-688-4222

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Santa Ynez Valley Union High	4236345	66
Refugio High	4230074	68

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SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Solvang School District

Phone: 805-688-4810

Superintendent: Dr. Steve Seaford

Email: sseaford@solvangschool.org

Special Education Director: Claudia Echavarria

Email: cechavarria@buelltonusd.org

Phone: 805-688-4222

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Solvang School	6046072	60

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SELPA: Santa Barbara County

Fiscal Year: 2021-22

Specialized Academic Instruction and Related Services by School Site

Participating Local Education Agency and School Site Information

LEA: Vista del Mar Union School District

Phone: 805-688-1880

Superintendent: Dr. Lois Peterson

Email: lpeterson@vistadelmarunion.com

Special Education Director: Claudia Echavarria

Email: cechavarria@buelltonusd.org

Phone: 805-688-4222

School Sites Associated with this LEA

School Site	CDS Code	School Ownership Code
Vista de las Cruces School	6046080	60

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN

Section E: Annual Service Plan

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

2021–22 Local Plan Annual Submission

Section E: Annual Service Plan

SELPA: Santa Barbara County

Fiscal Year: 2021–22

Local Plan Section E: Annual Service Plan

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

☐ 330—Specialized Academic Instruction

Provide a detailed description of the services to be provided under this code.

Adapting the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum. (This category is to be used for school-age services formerly categorized as “RSP”, SDC, Inclusion and NPS). Specify subjects if necessary to clarify. For example, if the student spends the majority of the day in a separate classroom, but will receive Special Education Services in the general education classroom for 1-2 subject areas, specify the subjects. Or, if the student will spend the majority of the day in the general education day and receives special education services for a small part of the day, specify subjects and location (whether in or out of the classroom.) For students who spend the majority of the day in the special education classroom, you may specify “all subjects” or “all subjects except _____”. Subjects in which student will receive no special education support may be noted on

Section E: Annual Service Plan

SELPA: Fiscal Year: ☒ 210—Family Training, Counseling, Home Visits (Ages 0-2 only)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

☒ 220—Medical (Ages 0-2 only)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

☐ 230—Nutrition (Ages 0-2 only)☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

☒ 240—Service Coordination (Ages 0-2 only)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

☒ 250—Special Instruction (Ages 0-2 only)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Section E: Annual Service Plan

SELPA: Fiscal Year:

with information, skills and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.

☐ 260—Special Education Aide (Ages 0-2 only) ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 270—Respite Care (Ages 0-2 only) ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 340—Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

☒ 350—Individual and Small Group Instruction

Provide a detailed description of the services to be provided under this code.

Instructional delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program. Ages 3 through 5 only.

☒ 415—Speech and Language ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Remedial intervention for eligible individuals with difficulty understanding or using spoken language. Services may include specialized instruction and services, monitoring, reviewing,

Section E: Annual Service Plan

SELPA: Fiscal Year:

and consultation. They may be direct or indirect including the use of a speech consultant.

☒ 425–Adapted Physical Education

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general of modified physical education program.

☒ 435–Health and Nursing: Specialized
Physical Health Care

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health services prescribed by the child's licensed physician or surgeon, requiring medically related training of the individual who performs the services that are necessary during the school day to enable the child to attend school.

☒ 436–Health and Nursing: Other

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided when a student has health problems which require nursing intervention beyond basic school health services.

☒ 445–Assistive Technology

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students.

Section E: Annual Service Plan

SELPA: Fiscal Year: ☒ 450—Occupational Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services to improve a student's educational performance including postural stability, self-help abilities, sensory processing and organization, environmental adaptations, use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis.

☒ 460—Physical Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Includes, but is not limited to therapy for motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually.

☒ 510—Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Individual counseling is expected to supplement the regular guidance and counseling program.

☒ 515—Counseling and Guidance☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP typically in social skills development. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP.

☒ 520—Parent Counseling☐ *Service is Not Currently Provided*

Section E: Annual Service Plan

SELPA: Fiscal Year:

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parent skills.

☒ 525—Social Worker☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Includes, but not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program.

☒ 530—Psychological☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services provided by a credentialed or licensed psychologist may include:

- Interpreting assessment results
- Obtaining and interpreting information about child behavior and conditions related to learning
- Planning programs of individual and group counseling and guidance services for children and parents.

☒ 535—Behavior Intervention☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior.

☐ 540—Day Treatment☒ 545—Residential Treatment

Section E: Annual Service Plan

SELPA: Fiscal Year:

Provide a detailed description of the services to be provided under this code.

24-hour out-of-home placement that provides intensive therapeutic services to support the educational program (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671).

☒ 610—Specialized Service for Low Incidence Disabilities

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Low incidence services are defined as those provided to the population of students who are: orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by a qualified itinerant teacher/specialist.

☒ 710—Specialized Deaf and Hard of Hearing

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services may include speech reading, auditory training and/or instruction in the student's mode of communication, provided by a qualified specialist. May include adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.

☒ 715—Interpreter

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.

☒ 720—Audiological

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Include measurements of acuity, monitoring amplification, and use of Frequency Modulations (FM) systems.

Section E: Annual Service Plan

SELPA: Fiscal Year: ☒ 725—Specialized Vision☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Includes assessment of functional vision and curriculum modifications including Braille, large type and aural media. Also includes instruction in areas of need such as concept development and academic skills, communication skills (including alternative modes of reading and writing), social, emotional, career, vocational, and independent living skills.

☒ 730—Orientation and Mobility☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Training for students with visual impairments to develop skills to enable them to travel safely and independently around the school and in the community.

☐ 735—Braille Transcription☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 740—Specialized Orthopedic☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.

☐ 745—Reading☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

Section E: Annual Service Plan

SELPA: Fiscal Year: ☐ 750–Note Taking☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 755–Transcription☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.

☒ 760–Recreation Service, Including
Therapeutic Recreation☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate facilitate the pupil's integration into general recreation programs.

☒ 820–College Awareness☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

☒ 830–Vocational Assessment, Counseling,
Guidance, and Career Assessment☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling

Section E: Annual Service Plan

SELPA: Fiscal Year:

to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.

☒ 840–Career Awareness

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the needs for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.

☒ 850–Work Experience Education

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Work experience education means organized education programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

☒ 855–Job Coaching

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

☒ 860–Mentoring

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

Section E: Annual Service Plan

SELPA: Fiscal Year: ☒ 865—Agency Linkages (referral and placement)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under Part C with individualized service plans under multiple Federal and State programs, such as Title 1 of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income).

☒ 870—Travel and Mobility Training☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided to blind or visually impaired children by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community.

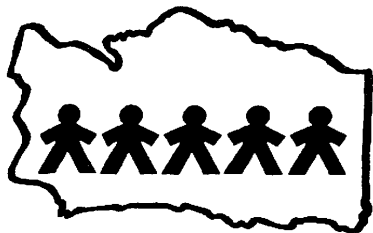
☒ 890—Other Transition Services☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

☐ 900—Other Related Service☒ ☒ Description of the “Other Related Service”

Qualifications of the Provider Delivering “Other Related Service”



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SBCEO Regional Program Request for Continued Additional Support for the 2021-2022 School Year

BACKGROUND:

- As per our Local Plan, regional program providers must annually request to continue and/or add the employment of extra or supplementary support staff that is above and beyond the number of support staff allocated per program or FTE in Local Plan Policy 3204.
- SBCEO is requesting to retain the additional services that have been approved for the 2020-2021 school year into the 2021-2022 school year. The proposed continued additional support time for the 2021-2022 school year is included on the attached chart (**REF: VIII-D.2**).
- LEA/district special education administrators and business officials support the proposed plan.

FISCAL IMPACT: An approximate increase of \$61,200.00 to regional program costs for additional aide support for the 2021-2022 school year.

RECOMMENDATION: The JPA Board approve the SBCEO regional program request for funding of continued additional aide support for the 2021-2022 school year as presented.

RA:lm

Santa Barbara County
Special Education Local Plan Area..... A Joint Powers Agency

Page 1 of 5

Regional Program Operator Request for Funding of Additional Support Staff
Demographics

Program Operator: SBCEO		<input checked="" type="checkbox"/> Program-Wide Support <input type="checkbox"/> Specific Student
Regional Program Type: SDC - Severe/Profound		
District: LUSD	School: Cabrillo HS	For 2021-2022 School Year
Teacher Name: Tracy Akins	Current Class Size: 9 (2020-21)	Age Range: 7 th grade- 21 years
Reason for additional request (check all appropriate boxes):		
<input checked="" type="checkbox"/> To meet the needs of a student with a low incidence disability		<input type="checkbox"/> The need is associated with legal issues
<input checked="" type="checkbox"/> To assist a student with severe behavioral problems		<input checked="" type="checkbox"/> Staff ratio in individual classroom(s)
Support staff being requested: <input checked="" type="checkbox"/> Aide Time <input type="checkbox"/> Signing Aide <input type="checkbox"/> Signing Interpreter <input type="checkbox"/> Transcriber		
<input type="checkbox"/> Other		
Number of additional support staff hours requested per day: 4.75		Estimated cost for requested support staff: \$24,721

(complete this student information chart if request is for a specific student)

Student First Name :		Last Initial:	
DOB:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:

Current Local Plan staffing ratio guidelines for this program: 1 Teacher/3 Paraprofessionals		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	Hours	Duties
Paraprofessional	6.5	Assist teacher in all aspects of the classroom
Paraprofessional	6.5	Assist teacher in all aspects of the classroom
Paraprofessional	6.5	Assist teacher in all aspects of the classroom
Paraprofessional (Approved by JPA 2020-2021)	4.75	Assist teacher in all aspects of the classroom

Provide a narrative explanation of the reason for the additional support staff request:

THIS REQUEST IS FOR CONTINUATION OF ADDITIONAL PARAPROFESSIONAL TIME FOR 2021-2022

Additional support staff is requested to continue for this program for the 2021/2022 academic year as the need remains.

Cabrillo will serve 11 students 8th grade through 22 years of age with goals related to medical needs, behavior, communication, daily living skills, vocation skills, social skills, integration, and academics. There will be 11 students requiring 1:1 assistance for mobility utilizing mobility equipment and communicative technology including: standers, wheelchairs, walkers, switches, VOCAs, computer communication devices, and eye-gaze programs. All of this assistive technology requires 1:1 support, expanded wait time for response, and two-person physical lifts and transfers in & out of equipment. Five students utilize wheelchairs during the school day, 3 have seizure action plans requiring constant monitoring, 3 have specialized health care requiring 1:1 supports. Two students demonstrate severe behaviors including loud vocalizations, grabbing others, scratching others, digging nails into others, self-injurious behaviors (SIB) including hitting self with force, banging head on surfaces or objects with force

Regional Program Operator Request for Funding of Additional Support Staff

that may cause tissue damage. Extensive classroom support is required for goals & basic needs to be met in this classroom. Additionally, this program provides Community Based Instruction and Vocational experiences requiring 1:1 intensive support in the community.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Students with medical needs are ongoing and chronic.

Our goal is to provide students a with a supportive and safe educational environment. We work on consistency in implementing behavior strategies in order to reduce the aggressive and self-injurious behaviors of our students.

When students' behaviors and/or medical needs decrease, staff members will be able to fade support.

Extra support staff will be gradually faded as data collection for challenging behaviors shows a decrease in behaviors on a consistent basis and reveals that students are making progress on related IEP goals.

Santa Barbara County
Special Education Local Plan Area..... A Joint Powers Agency

Regional Program Operator Request for Funding of Additional Support Staff
Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input checked="" type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs ___Discrete Trial ___ABA ___Structured Teaching ___PECs. Requires signing over 80% of the time. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input checked="" type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input checked="" type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. <input checked="" type="checkbox"/>

*Attach description of interventions used to support referred student in EACH of the areas marked above. Provide data that documents the prior success or failure of interventions.

* If mostly ratings of 3's & 4's, in two or more areas, continue with summary pg.3

Regional Program Operator Request for Funding of Additional Support Staff

School Day Description: (check day(s) that pertain to chart below) ☒ **MONDAY** ☒ **TUESDAY** ☒ **WEDNESDAY** ☒ **THURSDAY** ☒ **FRIDAY**

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.

*******Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.**

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
7:15-1:45 activities happen throughout the day	Curriculum Adaptation	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:15-1:45 activities happen throughout the day	Curriculum Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:15-1:45 activities happen throughout the day	Bathroom Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:15-1:45 activities happen throughout the day	Functional Activities	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:15-1:45 activities happen throughout the day	Nutrition	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:15-1:45 activities happen throughout the day	Lunchroom/M meal Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.

Regional Program Operator Request for Funding of Additional Support Staff

7:15-1:45 activities happen throughtout the day	Transition Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, intregation activities, work on individual goals and medical needs.
7:15-1:45 activities happen throughtout the day	Other: General Ed Inclusion/Community-Based	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, intregation activities, work on individual goals and medical needs.
7:15-1:45 activities happen throughtout the day	Other Needs: Medical Monitoring	screaming, grabbing others, scratching others, digging nails into others, SIB	11 (1 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, intregation activities, work on individual goals and medical needs.

Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: SBCEO		
Regional Program Type: SDC Severe/Profound		
District: LUSD	School: Manzanita Charter School	For 2021-2022 School Year
Teacher Name: Kristin Wood	Current Class Size: 8 (2020-21)	Age Range: K-7th Grade
If request is for CTE; how many of the students are in the CTE class 50% or more of their day:		
Reason for additional request (check all appropriate boxes): <input checked="" type="checkbox"/> To meet the needs of a student with a low incidence disability <input type="checkbox"/> The need is associated with legal issues <input checked="" type="checkbox"/> To assist a student with severe behavioral problems <input checked="" type="checkbox"/> Staff ratio in individual classroom(s)		
Support staff being requested/pages to complete: <input checked="" type="checkbox"/> Aide Time (pgs.1-3) <input checked="" type="checkbox"/> Signing Aide (pg.1) <input type="checkbox"/> Signing Interpreter (pg.1) <input type="checkbox"/> Transcriber (pg.1) <input type="checkbox"/> Other (pgs.1-3)		
Number of additional support staff hours requesting per day: 6.5		Estimated cost for requested support staff: \$36,479

(complete this student information if request is for a specific student)

Student First Initial :	Last Initial:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:
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Current Local Plan staffing ratio guidelines for this program: 1 Teacher/3 Paraprofessionals		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	TotalHours/Schedule (ex. 15hrs/Mon-Fri 9-12)	Duties
Paraprofessional	6.5	Assist teacher in all aspects of program.
Paraprofessional	6.5	Assist teacher in all aspects of program.
Paraprofessional	6.5	Assist teacher in all aspects of program.
Additional paraprofessional-JPA approved 2020-21	6.5	Assist teacher in all aspects of program

Provide a narrative explanation of the reason for the additional support staff request (do not use student names; use initials if needed):

THIS REQUEST IS FOR CONTINUATION OF THE 6.5 HOURS (as listed above) ADDITIONAL PARAPROFESSIONAL TIME FOR 2021-2022.

2021-22: Class size for 2021-22 school year is projected to be 9 students; three students will move to High School and we will be adding four Kindergarten students. There will be 7 students in the classroom (grades K-7), and 2 on Home Instruction.

Our student population and specific needs for the 2021-22 school year are as follows: We will have 2 students in wheelchairs and 5 students who are ambulatory in the classroom, all on full day schedule. The 2 students in wheelchairs will be in third grade. One of these students, that is ambulatory, (AM) is blind, has a seizure disorder that is controlled with medication, and he has a Specialized Physical Health Care Plan - G-tube and orders for venting at school for distention. He requires 2 staff during diaper changes so that he does not pull out his g-tube button. He is positioned in a walker 1x per day and stander 1x per day. The other student who is in a wheelchair (AV) is on a high-calorie diet due to his low weight, hypotonia and medical fragility; it takes at least 1 hour of 1:1 support to feed him breakfast and lunch. He is positioned in a SELPA2 7/7/11 (E)

Regional Program Operator Request for Funding of Additional Support Staff

walker 1x per day and in a stander 1x per day. The two students who are in wheelchairs need protection from more aggressive students as they are unable to defend themselves.

We will have two students with significant, aggressive behaviors, one with a Behavior Intervention Plan. Both of those students are ambulatory. One of the students (KM) has a BIP due to significant and challenging behaviors of biting, scratching, eloping, hair pulling and throwing over furniture. The other student with behaviors (DS) is an incoming Kinder student who has self-injurious behaviors of banging her head on the floor, biting self and others, throwing objects, eating non-edibles, hair pulling and eloping. Both of these students engage in the above behaviors frequently throughout the day and they each require constant 1:1 support in all settings for their safety and the safety of other students.

Needs of the other incoming Kinder students are as follows: (AR) is ambulatory and has a behavior of eloping and smearing his feces; he has a Specialized Physical Health Care Plan for catheterization and administration of medication and water via g-tube. Another Kinder student (AM) is ambulatory but falls frequently due to an unsteady gait; he requires constant supervision for safety. An additional Kinder student (ST) is medically fragile and will start the year on Home Hospital status.

Our second-grade student, (JT) has a diagnosis of Autism and requires 1:1 support throughout the day for his safety and the safety of other students. He has challenging behaviors of scratching staff and other students, mouthing objects and ingesting inedible materials. He is ambulatory, very active and will take off his clothes, elope, climb on cabinets or furniture and stand on his head if given the opportunity.

Additional support is needed, due to safety concerns, supervision and programming as well as allowing staff to take lunch breaks while other staff are working with students during the lunch hour on IEP goals related to adapted daily living skills of self-feeding and related health/hygiene goals. The added support would also help maintain effective programming in allowing us to fulfill our goal of having students participate in mainstreaming opportunities to the greatest extent possible.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Our goal is to provide students a with a supportive and safe educational environment. We work on consistency in implementing behavior strategies in order to reduce the aggressive and self-injurious behaviors of our students. When these behaviors decrease, staff members will be able to fade support. Extra support staff will be gradually faded as data collection for challenging behaviors shows a decrease in behaviors on a consistent basis and reveals that students are making progress on related IEP goals.

Regional Program Operator Request for Funding of Additional Support Staff

Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs __Discrete Trial __ABA __Structured Teaching __PECs. Requires signing over 80% of the time. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input checked="" type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input checked="" type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input checked="" type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. <input checked="" type="checkbox"/>

Regional Program Operator Request for Funding of Additional Support Staff

School Day Description: (check day(s) that pertain to chart below) ☒ MONDAY ☒ TUESDAY ☒ WEDNESDAY ☒ THURSDAY ☒ FRIDAY

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.
Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
8:15	Student arrival, entry tasks, bathroom breaks, students transferred from wheelchairs to classroom equipment - requiring 2 person lift.	Most students have been on bus for over 1 hour and arrive agitated, 2 students exhibit high-pitched screams and at least 2 students are crying due to the noise level.	9	All staff greet the bus in the morning as we have 3 wheelchairs and the ambulatory students need assistance walking to the classroom. Staff also assisting students in toileting routine; students need 1:1 support during toileting activities.	Upon arrival, all students are agitated and the student with BIP (KM) is typically excited and agitated at this time needing at least 1:1 support. Kinder student (JT) is very active, has been sitting on bus for over 1 hour and he needs 1:1 support.
9:00	Toileting/Breakfast	KM requires outside time (15 min bike ride) to calm down. KM must eat away from other students to reduce behavior of throwing food and biting/scratching assistant. Students who are blind need 1:1 assistance to eat, students with seizures need assistance to eat and monitoring for safety.	9	All staff are working with students.	The need for extra staff position continues so that students remain safe and so that our students can participate in inclusion activities.
10:00	School Recess, repositioning of non-ambulatory students, snack and bathroom breaks, staff breaks.	Students with seizure action plans and behaviors require 1:1 support and constant supervision during recess.	9	All staff are working with students.	The need for extra staff position continues so that students can safely participate in recess with their gen ed peers.
10:30-11:30	Classroom group activity, bathroom breaks, staff lunch break	Student with BIP and Kinder student each need 1:1 support during group activities for safety of themselves and others. Ambulatory students need 1:2 level of support to remain seated and attend to and engage in lesson and work on related IEP goals.		Working with students. Staff lunch breaks begin at 11:00	The need for extra staff position continues so that students remain safe and so that they can participate in classroom activities/work on integration/inclusion activities.

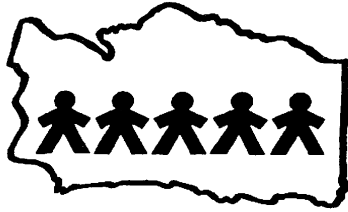
Regional Program Operator Request for Funding of Additional Support Staff

11:30-12:30	Student lunches, 1:1 support, group activity, staff lunch, bathroom breaks, lunch integration with peers	Student with BIP and Kinder student each need 1:1 support during eating and group activities. Ambulatory students need 1:2 level of support to work on self-feeding skills and to remain seated during the meal. Students with seizures continue to be monitored throughout the day.	9	Working with students. Staff lunch breaks continue.	The need for additional support continues for student safety and/or participation in adapted daily living skills of self-feeding. Need additional support for participation in lunch integration with peers.
12:30-1:30	Hygiene, clean up, outside recess with peers, mainstreaming activities, individual work on IEP goals.	Student with BIP and Kinder student each need 1:1 support during hygiene and integration activities. Ambulatory students need 1:1 level of support during integration activities.	9	Working with students/supporting students during integration activities.	The need for additional support continues for student safety and/or participation in classroom activities/work on integration/inclusion activities.
1:30-2:15	Individual work on IEP goals, continue mainstreaming/inclusion activities.	Student with BIP and Kinder student each need 1:1 support during mainstreaming/inclusion activities. Students with seizures require constant supervision during all activities. All students require assistance/supervision.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.
2:15-2:30	Group activity/students are pulled out for hygiene.	All students require 1:1 assistance with toileting. At least 2 staff required to assist teacher during group activity to monitor students and for safety.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.
2:30-2:45	Hygiene continues/loading bus.	All students require 1:1 assistance with toileting and support walking to bus.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.

CONTINUING ADDITIONAL AIDE TIME
To be included as part of the 2021-22 Regional Program Expense

REF: VIII-D.2

DISTRICT/CEO	2021-22 #	POSITION	Teacher	STUDENT	# HOURS 2020-21	# HOURS 2021-22	ESTIMATED COST for 2021-22	NOTES	# Students per class 2020-21	# Students per class 2021-22
Additional IA Requests for 2021-22										
	1	Cabrillo High #2	Akins		4.75 /day	4.75/day	\$ 24,721		9	11
	2	Manzanita	Wood		6.5/day	6.5/day	\$ 36,479		8	9
							\$61,200.00			



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator
 Request for Additional Paraprofessional Support for the Mod/Severe SDC
 Located at Manzanita Charter School

BACKGROUND:

- As per our Local Plan, regional program operators must make a request to the JPA Board if student numbers, or classroom demands necessitate that a new program be opened or expanded.
- Student enrollment in the special day class (SDC) at Manzanita Charter School in Lompoc School District is at eight (8) students and is projected to be nine (9) students in the 2021-22 school year. SELPA's Local Plan recommends two (2) aides for this type of regional program, SDC, with a cap of 8-9 students for a 1/2-day class.
- Many of the students have needs that require a high level of support and additional support would help with safety concerns, supervision, and programming.
- To meet the needs of the special day class program effectively, the regional program operator, SBCEO, is requesting funding for additional paraprofessional support at 6.5 hours per day.
- An observation team recently visited the classroom and deemed the request for additional paraprofessional support necessary as requested.
- District/LEA business officials and special education administrators are in agreement with the request.

FISCAL IMPACT: The estimated cost of 6.5 hours of additional paraprofessional support per day for the 2021-21 school year in this SDC at Manzanita Charter School is \$76,047.

RECOMMENDATIONS: The JPA Board approve the SBCEO Regional Program Operator request for additional paraprofessional support for the Regional Mod/Severe SDC located at Manzanita Charter School as presented.

RA:lm

Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: SBCEO		
Regional Program Type: SDC Severe/Profound		
District: LUSD	School: Manzanita Charter School	For 2021-2022 School Year
Teacher Name: Kristin Wood	Current Class Size: 8 (2020-21)	Age Range: K-7th Grade
If request is for CTE; how many of the students are in the CTE class 50% or more of their day:		
Reason for additional request (check all appropriate boxes): <input checked="" type="checkbox"/> To meet the needs of a student with a low incidence disability <input type="checkbox"/> The need is associated with legal issues <input checked="" type="checkbox"/> To assist a student with severe behavioral problems <input checked="" type="checkbox"/> Staff ratio in individual classroom(s)		
Support staff being requested/pages to complete: <input checked="" type="checkbox"/> Aide Time (pgs.1-3) <input type="checkbox"/> Signing Aide (pg.1) <input type="checkbox"/> Signing Interpreter (pg.1) <input type="checkbox"/> Transcriber (pg.1) <input type="checkbox"/> Other (pgs.1-3)		
Number of additional support staff hours requesting per day: 6.5		Estimated cost for requested support staff: \$76,047

(complete this student information if request is for a specific student)

Student First Initial :	Last Initial:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:
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Current Local Plan staffing ratio guidelines for this program: 1 Teacher/3 Paraprofessionals		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	TotalHours/Schedule (ex. 15hrs/Mon-Fri 9-12)	Duties
Paraprofessional	6.5	Assist teacher in all aspects of program.
Paraprofessional	6.5	Assist teacher in all aspects of program.
Paraprofessional	6.5	Assist teacher in all aspects of program.
Additional paraprofessional-JPA approved for 2020-21	6.5	Assist teacher in all aspects of program

Provide a narrative explanation of the reason for the additional support staff request (do not use student names; use initials if needed):

THIS IS A NEW REQUEST FOR 6.5 HOURS ADDITIONAL PARAPROFESSIONAL TIME FOR 2021-2022.

2021-22: Class size for 2021-22 school year is projected to be 9 students; three students will move to High School and we will be adding four Kindergarten students. There will be 7 students in the classroom (grades K-7), and 2 on Home Instruction.

Our student population and specific needs for the 2021-22 school year are as follows: We will have 2 students in wheelchairs and 5 students that are ambulatory in the classroom, all on full day schedule. The 2 students in wheelchairs will be in third grade. One of these students (AM) is blind, has a seizure disorder that is controlled with medication, and he has a Specialized Physical Health Care Plan - G-tube and orders for venting at school for distention. He requires 2 staff during diaper changes so that he does not pull out his g-tube button. He is positioned in a walker 1x per day and stander 1x per day. The other student (AV) who is in a wheelchair is on a high-calorie diet due to his low weight, hypotonia and medical fragility; it takes at least 1 hour of 1:1 support to feed him breakfast and lunch. He is positioned in a walker 1x per day and in a

SELPA2 7/7/11 (E)

Regional Program Operator Request for Funding of Additional Support Staff

stander 1x per day. The two students in wheelchairs need protection from more aggressive students as they are unable to defend themselves.

We will have two students with significant, aggressive behaviors, one with a Behavior Intervention Plan. Both of those students are ambulatory. One of the students (KM) has a BIP due to significant and challenging behaviors of biting, scratching, eloping, hair pulling and throwing over furniture. The other student with behaviors (DS) is an incoming Kinder student who has self-injurious behaviors of banging her head on the floor, biting self and others, throwing objects, eating non-edibles, hair pulling and eloping. Both of these students engage in the above behaviors frequently throughout the day and they each require constant 1:1 support in all settings for their safety and the safety of other students.

Needs of the other incoming Kinder students are as follows: (AR) is ambulatory and has a behavior of eloping and smearing his feces; he has a Specialized Physical Health Care Plan for catheterization and administration of medication and water via g-tube. Another Kinder student (AM) is ambulatory but falls frequently due to an unsteady gait; he requires constant supervision for safety. An additional Kinder student (ST) is medically fragile and will start the year on Home Hospital status.

Our second-grade student, (JT) has a diagnosis of Autism and requires 1:1 support throughout the day for his safety and the safety of other students. He has challenging behaviors of scratching staff and other students, mouthing objects and ingesting inedible materials. He is ambulatory, very active and will take off his clothes, elope, climb on cabinets or furniture and stand on his head if given the opportunity.

Additional support would help with safety concerns, supervision and programming as well as allow staff to take lunch breaks while other staff are working with students during the lunch hour on IEP goals related to adapted daily living skills of self-feeding and related health/hygiene goals. The added support would also help maintain effective programming in allowing us to fulfill our goal of having students participate in mainstreaming opportunities to the greatest extent possible.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Our goal is to provide students a with a supportive and safe educational environment. We work on consistency in implementing behavior strategies in order to reduce the aggressive and self-injurious behaviors of our students. When these behaviors decrease, staff members will be able to fade support. Extra support staff will be gradually faded as data collection for challenging behaviors shows a decrease in behaviors on a consistent basis and reveals that students are making progress on related IEP goals.

Regional Program Operator Request for Funding of Additional Support Staff

Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs __Discrete Trial __ABA __Structured Teaching __PECs. Requires signing over 80% of the time. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input checked="" type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input checked="" type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input checked="" type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. <input checked="" type="checkbox"/>

Regional Program Operator Request for Funding of Additional Support Staff

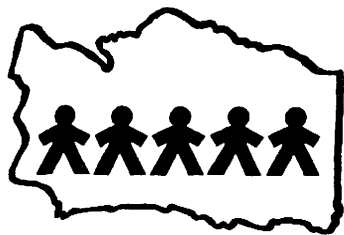
School Day Description: (check day(s) that pertain to chart below) ☒ MONDAY ☒ TUESDAY ☒ WEDNESDAY ☒ THURSDAY ☒ FRIDAY

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.
Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
8:15	Student arrival, entry tasks, bathroom breaks, students transferred from wheelchairs to classroom equipment - requiring 2 person lift.	Most students have been on bus for over 1 hour and arrive agitated, 2 students exhibit high-pitched screams and at least 2 students are crying due to the noise level.	9	All staff greet the bus in the morning as we have 3 wheelchairs and the ambulatory students need assistance walking to the classroom. Staff also assisting students in toileting routine; students need 1:1 support during toileting activities.	Upon arrival, all students are agitated and the student with BIP (KM) is typically excited and agitated at this time needing at least 1:1 support. Kinder student (JT) is very active, has been sitting on bus for over 1 hour and he needs 1:1 support.
9:00	Toileting/Breakfast	KM requires outside time (15 min bike ride) to calm down. KM must eat away from other students to reduce behavior of throwing food and biting/scratching assistant. Students who are blind need 1:1 assistance to eat, students with seizures need assistance to eat and monitoring for safety.	9	All staff are working with students.	The need for extra staff position continues so that students remain safe and so that our students can participate in inclusion activities.
10:00	School Recess, repositioning of non-ambulatory students, snack and bathroom breaks, staff breaks.	Students with seizure action plans and behaviors require 1:1 support and constant supervision during recess.	9	All staff are working with students.	The need for extra staff position continues so that students can safely participate in recess with their gen ed peers.
10:30-11:30	Classroom group activity, bathroom breaks, staff lunch break	Student with BIP and Kinder student each need 1:1 support during group activities for safety of themselves and others. Ambulatory students need 1:2 level of support to remain seated and attend to and engage in lesson and work on related IEP goals.		Working with students. Staff lunch breaks begin at 11:00	The need for extra staff position continues so that students remain safe and so that they can participate in classroom activities/work on integration/inclusion activities.

Regional Program Operator Request for Funding of Additional Support Staff

11:30-12:30	Student lunches, 1:1 support, group activity, staff lunch, bathroom breaks, lunch integration with peers	Student with BIP and Kinder student each need 1:1 support during eating and group activities. Ambulatory students need 1:2 level of support to work on self-feeding skills and to remain seated during the meal. Students with seizures continue to be monitored throughout the day.	9	Working with students. Staff lunch breaks continue.	The need for additional support continues for student safety and/or participation in adapted daily living skills of self-feeding. Need additional support for participation in lunch integration with peers.
12:30-1:30	Hygiene, clean up, outside recess with peers, mainstreaming activities, individual work on IEP goals.	Student with BIP and Kinder student each need 1:1 support during hygiene and integration activities. Ambulatory students need 1:1 level of support during integration activities.	9	Working with students/supporting students during integration activities.	The need for additional support continues for student safety and/or participation in classroom activities/work on integration/inclusion activities.
1:30-2:15	Individual work on IEP goals, continue mainstreaming/inclusion activities.	Student with BIP and Kinder student each need 1:1 support during mainstreaming/inclusion activities. Students with seizures require constant supervision during all activities. All students require assistance/supervision.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.
2:15-2:30	Group activity/students are pulled out for hygiene.	All students require 1:1 assistance with toileting. At least 2 staff required to assist teacher during group activity to monitor students and for safety.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.
2:30-2:45	Hygiene continues/loading bus.	All students require 1:1 assistance with toileting and support walking to bus.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

REF: VIII-F

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-2022 Annual Deferred Maintenance Projects

BACKGROUND:

- Pursuant to the SBCSELPA housing policy, proposed deferred maintenance projects involving county portables that house regional programs require the approval of the JPA Board prior to reimbursement.
- Funds have been earmarked in the SBCSELPA budget for reimbursement of annual deferred maintenance projects.
- Deferred maintenance projects for 2021- 2022 per attached summaries (**REF: VIII-F.1-F.3**):

Portable Location	Classroom Lighting	Electrical	Floor Covering	HVAC	Painting	Plumbing	Roofing	Total Cost
Orcutt Dunlap (#1)		✓		✓		✓		\$85
Orcutt Dunlap (#2)			✓	✓				\$7,385
Orcutt Dunlap (#3)		✓		✓		✓		\$85
SBCEO Cathedral Oaks (# 22)		✓		✓		✓		\$11,000
SBCEO Cathedral Oaks (# 23)				✓		✓		\$4,000
Grand Total								\$22,555

- These proposed projects serve as a “place holder” and sometimes not all repairs will be required by year-end.
- The funding currently available in the SELPA Deferred Maintenance Account is \$50,000.
- Annually, at the October JPA Board meeting, the JPA Board reviews the ending fund balance and determines the amount needed to replenish the Deferred Maintenance Account and fund any projected shortfall for the coming year.

- It is projected that there will be sufficient ending fund balance to cover the projected deferred maintenance expenses and ask that the Board approve these needed improvements.
- LEA/district special education administrators and business officials support the proposed plan.

FISCAL IMPACT: These projects will reduce the current budget by \$22,555.00 and will potentially reduce the ending fund balance by this amount.

RECOMMENDATION: The JPA Board approve funding of the annual deferred maintenance projects scheduled for 2021-2022 as presented.

RA/KH:lm

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS**

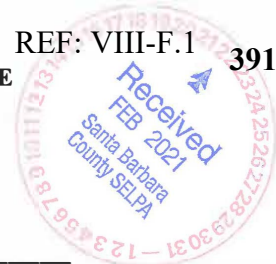
REF: VIII-F.1

391

DISTRICT SUMMARY

School District: Orcutt Union School District

Current School Year: 2020-21



List Portable Number(s) of Proposed Projects Here →	Indicate estimated yearly project costs – reference portable number(s)					Remarks
	Current FY	Second FY	Third FY	Fourth FY	Fifth FY	
	2020-21	2021-22	2022-23	2023-24	2024-25	
Asbestos	NA					
Classroom Lighting		→				NEEDS LED upgrade - Do Not Have A Cost @ this time..
Electrical	AS	NEEDED				
Floor Covering		CARPET C-2 \$7200	CARPET C-1-17300	CARPET C-3 57400		
HVAC	PM Service \$250	C-1, C-2, C-3 PM Service \$250	all 3 PM Service \$250	all 3 PM Service \$275	all 3 PM Service \$275	repairs or replace only as needed
Painting		SEE NOTE →				will be painted with Campus No individual cost. Summer 2021 or 2022
Plumbing		AS NEEDED - NO PLANS TO REPLACE				
Roofing		DONE -	All 3			
Wall Systems	AS	NEEDED				
GRAND TOTAL:	\$250 ⁰⁰	\$7450 ⁰⁰	\$7550	\$7675 ⁰⁰	\$275 ⁰⁰	
Form Completed By: <u>JANIS GITCHELL</u> Date This Summary Form Completed: <u>2/18/2021</u>						

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS**

392
Current
School Year: 2020-21

School District: Orcutt Class Type: DHOH Portable Number: 1
School Site: Dunlap Age of Portable: 23 Years Year Built: 1998 ☒ Owned ☐ Leased Sq. Footage
Complete one form for each portable building inspected

RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)							
	Date Last Upgraded	Current FY 2020-21	Second FY 2021-22	Third FY 2022-23	Fourth FY 2023-24	Fifth FY 2024-25	Remarks
Asbestos	N/A	<hr/>					
Classroom Lighting							NEEDS eventually upgrade to LED.
Electrical	AS NEEDED						
Floor Covering	DONT KNOW			Carpet \$7200	-	-	
HVAC	summer 2020 SERV. PRICE DIRTY	PM \$85	PM \$85	PM \$90	PM \$90	PM \$90	PM - Filters & Annual SERVICE REPLACE and/or Repair only as needed
Painting							Completed w/ rest of Campus SUMMER 21 - or - 22
Plumbing	AS NEEDED						AS NEEDED
Roofing	12/2020 1/21						-
Wall Systems							-
Total Estimated Cost		\$85 ⁰⁰	\$85 ⁰⁰	\$7290 ⁰⁰	\$90 ⁰⁰	\$90 ⁰⁰	
Inspection Date: <u>12-2020</u> Inspected By: <u>BRET CUPP</u>							

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS**

393
Current
School Year: 2020-21

School District: Orcutt Class Type: DHOH Portable Number: 2
School Site: Dunlap Age of Portable: 23 Years Year Built: 1998 ☒ Owned ☐ Leased Sq. Footage
Complete one form for each portable building inspected

RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)							
	Date Last Upgraded	Current FY 2020-21	Second FY 2021-22	Third FY 2022-23	Fourth FY 2023-24	Fifth FY 2024-25	Remarks
Asbestos	N/A						
Classroom Lighting							
Electrical							
Floor Covering			Carpet \$7,300				
HVAC	Summer 2020	\$8500	\$85	\$90	\$90	\$90	
Painting							
Plumbing							
Roofing	done 12/2020						
Wall Systems							
Total Estimated Cost		\$8500	\$738500	\$90	\$90	\$90	
Inspection Date: <u>12-2020</u> Inspected By: <u>Bret Cupp</u>							

394

Current 394
School Year: 2020-21

RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)							
	<u>Date Last Upgraded</u>	<u>Current FY</u> 2020-21	<u>Second FY</u> 2021-22	<u>Third FY</u> 2022-23	<u>Fourth FY</u> 2023-24	<u>Fifth FY</u> 2024-25	Remarks
Asbestos	N/A	—					
Classroom Lighting	—						LED UPGRADE NEEDED AT SOME POINT BUT NO COST AT THIS TIME.
Electrical		AS needed					
Floor Covering					CARPET \$7400		
HVAC	SUMMER 2020	Service \$85	Service \$85	Service \$90	\$90	\$90	ANNUAL SERVICE of furnace filter changes
Painting		— See Note —					exterior PAINT done w/ school.
Plumbing		as needed					
Roofing	12/2020	done					
Wall Systems	—						
Total Estimated Cost		\$85	\$85	\$90	\$7490	\$90	
Inspection Date: 12/2020 Inspected By: BRET CUPP							

REF: VIII-F.2

395

REF: VIII-F.2

395

Received
MAR 2021
Santa Barbara
County SELPA

Current School Year: 2020-21

Form Completed By: Dwight Staggs

Date This Summary Form Completed:

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS**

396

**Current
School Year: 2020-21**

School District: County Education Office Class Type: MTU Portable Number: 22
School Site: Cathedral Oaks Age of Portable: 22 Years Year Built: 1999 ☒ Owned ☐ Leased ☐ Sq. Footage
Complete one form for each portable building inspected

⑤

RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)							
	<u>Date Last Upgraded</u>	<u>Current FY</u> 2020-21	<u>Second FY</u> 2021-22	<u>Third FY</u> 2022-23	<u>Fourth FY</u> 2023-24	<u>Fifth FY</u> 2024-25	Remarks
Asbestos	n/a	N/A	N/A	N/A	N/A	N/A	
Classroom Lighting	2017 new	○	○	○	○	○	LED'S INSTALLED 2017
Electrical	1999 new	○	3,000.00	○	○	○	
Floor Covering	2008 Carpet	○	○	6,000.00	○	○	
HVAC	1999 new	○	7,000.00	○	○	○	
Painting	2016 Int. 2014 Ext	○	○	6,500.00	○	○	
Plumbing	1999 new	○	1,000.00	○	○	○	
Roofing	1999 new	○	○	25,000.00	○	○	
Wall Systems	n/a	N/A	N/A	N/A	N/A	N/A	
Total Estimated Cost		○	11,000.00	37,500.00	○	○	
Inspection Date:							

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS**

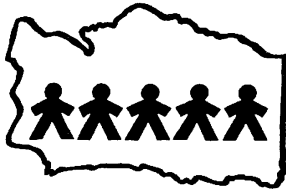
397

Current
School Year: 2020-21

School District: County Education Office Class Type: Preschool Specialist Portable Number: 23
School Site: Cathedral Oaks Age of Portable: 22 Years Year Built: 1999 ☒ Owned ☐ Leased ☐ Sq. Footage
Complete one form for each portable building inspected

E

		RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)					Remarks
		Date Last Upgraded	Current FY 2020-21	Second FY 2021-22	Third FY 2022-23	Fourth FY 2023-24	
Asbestos	n/a	N/A	N/A	N/A	N/A	N/A	
Classroom Lighting	2017 new	○	○	○	○	○	LED'S INSTALLED 2017
Electrical	1999 new	○	○	1,000.00	○	○	
Floor Covering	2008 Carpet 2013 Floors	○	○	3,500.00	○	○	
HVAC	1999 new	○	4,000.00	○	○	○	
Painting	1999 Int. 2014 Ext.	○	○	1,500.00	○	○	
Plumbing	1999 new Asbestos	○	○	1,000.00	○	○	
Roofing	2015	○	○	○	○	○	NEW ROOF 2015
Wall Systems	n/a	N/A	N/A	N/A	N/A	N/A	
Total Estimated Cost		○	4,000.00	6,000.00	○	○	
Inspection Date:							



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Request to Exceed the Non-salary Budget Regional Program Costs Caps

BACKGROUND:

- Policy 3204 Section VIII stipulates that regional operators submit a proposed technology cost plan to the SBCSELPA Director for the year going forward by April 1 of the preceding year. It further indicates the JPA Board shall approve all proposed costs associated with technology that exceed the non-salary budget costs caps.
- SBCEO met the submission deadline to the SBCSELPA and district/LEA special education administrators and business officials have reviewed the plan that proposes replacement of and/or updates to out-of-date technology, software, and licenses per the following categories (see REF: VIII-G.2 for more details):

	Category	Need	Justification	Cost
1	Replacement Hardware	Replacement of outdated computers	Computers are outdated and need to be replaced for efficient operations	\$41,149
2	New Hardware	New computers to support program growth/distance teaching	Distance learning due to COVID-19	\$1,350
3	Upgrades	Additional technology tools needed to operate current programs	Student communication tools and program operation efficiency	\$4,560
4	Web Based Technology	Update to management information systems	Support student communication tools and boost operations efficiency	\$25,207
			TOTAL:	<u>\$72,356</u>

- SBCEO has indicated in their request that projected costs *could* exceed non-salary budget cost caps, but they will not know until they complete the 2021-22 regional budget.
- The technology costs will be funded across FTE by program.
- LEA/district special education administrators and business officials support the proposed plan.

FISCAL IMPACT: The proposed technology costs should be approximately \$72,356 and assessment costs approximately \$17,221 by SBCEO. This may increase overall SBCEO regional program costs by \$89,577 total.

RECOMMENDATION: The JPA Board approve SBCEO's request to exceed the non-salary budget caps in the 2021-2022 school year as presented.

RA:lm



Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

April 1, 2021

TO: Ray Avila, SELPA Director & the SBC JPA Board

FROM: Kirsten Escobedo, Assistant Superintendent, SBCEO

RE: Request for additional funding if needed for technology and assessment 2021-22

As you know, the SBC SELPA Local Plan details non-salary caps for each regional program. While SBCEO's intention is to operate under caps for every aspect of the Local Plan, when we have technology needs and needs for updated assessment tools and protocols, we must bring to the JPA board a request to consider additional funding for these two purposes **in the event we do exceed our caps.**

Please see the attached spreadsheets detailing SBCEO regional requests for the 2021-22 school year with projected costs, justifications, and potential affected program budgets. Please again note that the costs do not reflect an over cap impact, but rather are reflective of specific need areas that **could** result in us exceeding non-salary caps. Currently, we do not have a projection on what if any the excess costs will be as we are in process of building the regional budget for next year.

In summary, we are anticipating our regional technology costs to be approximately \$72,356. and our assessment costs approximately \$17,221.

Thank you for your consideration.

2021-22 SBCEO Regional Assessment Plan					
Summary					21-22
Category 1: Protocols Needed to Assess Students in Regional programs ages 3-22					\$ 5,273
Category 2: Assessment Tools needed to assess students in Regional Programs Ages 3-22					\$ 6,948
Category 3: Speech/Language Protocol Budget County-wide					\$ 5,000
Total Assessment Plan					\$ 17,221
Category: Enter 1, 2, or 3					Total Price (Includes Tax & Shipping Estimate)
	SN ID	Qty	Description	Program	
	1 CDFV3	1	CIBS II Record Books 10-Pack	PreK- SDC	\$ 46
	1 CDLC1	4	REEL-4 Complete Kit (with 25 booklets each)	PreAssess	\$ 890
	1 CDLC1	4	REEL-4 Examiner Record Booklets (25)	PreAssess	\$ 278
	1 CDLC1	2	REEL-4 Vocabulary Inventory Form A (25)	PreAssess	\$ 64
	1 CDLC1	2	REEL-4 Vocabulary Inventory Form B (25)	PreAssess	\$ 64
	1 CDNTD1	4	DP-4 Parent/Caregiver Interview Print form	Psych	\$ 589
	1 CDNTD1	4	ASRS Parent Response Form, Ages 2 to 5	Psych	\$ 346
	1 CDNTD1	1	ASRS Teacher Response Form, Ages 2 to 5	Psych	\$ 87
	1 CDNTD1	2	ADI-R Comprehensive Algorithm Form	Psych	\$ 54
	1 CDNTD1	1	ADOS -2 PROTOCOL BOOKLET Module 1	Psych	\$ 79
	1 CDNTD1	1	DP-4 Print Manual	Psych	\$ 147
	1 CDNTD2	5	BASC-3 Parent Rating Scales (PRS) Preschool 2-5 English	Psych	\$ 271
	1 CDNTD2	1	BASC-3 Teacher Rating Scale (TRS) Preschool 2-5 English	Psych	\$ 54
	1 CDNTD2	2	BASC-3 Parent Rating Scales (2-5) Preschool Spanish	Psych	\$ 108
	1 CDNTD2	1	BASC-3 Self-Report of Personality (SRP) - Adolescent 12-21	Psych	\$ 54
	1 CDNTD2	3	Vineland-3 Interview form - comprehensive version without item level probes	Psych	\$ 334
	1 CDNTD2	1	Vineland-3 interview form - domain level version	Psych	\$ 56
	1 CDNTD2	1	Vineland-3 Interview form SPANISH - comprehensive version	Psych	\$ 112
	1 CDNTD2	2	Bayley-4 Cognitive Record Form	Psych	\$ 157
	1 CDNTD3	1	Reynolds Adolescent Depression Scale - 2 Hand-Scorable Test Booklets	Psych	\$ 105
	1 KEDG1	1	OT Protocols: Sensory Processing Measure - Preschool (SPM-P) W-497	OT	438.03
	1 KEDG1	1	OT Protocols: Sensory Processing Measure - Preschool (SPM-P) W-497PK	OT	438.03
	1 KEDG2	1	DHH Protocols-Pearson: DAYC-2 (see KEDG2_BU1)	DHH	\$ 53
	1 KEDG2	1	DHH Protocols-Pearson: DAYC-2 (see KEDG2_BU1)	DHH	\$ 49
	1 KEDG2	1	DHH Protocols-Pearson: DAYC-2 (see KEDG2_BU1)	DHH	\$ 49
	1 KEDG2	1	DHH Protocols-Pearson: DAYC-2 (see KEDG2_BU1)	DHH	\$ 53
	1 KEDG2	1	DHH Protocols-Pearson: DAYC-2 (see KEDG2_BU1)	DHH	\$ 53
	1 KEDG2	1	DHH Protocols-Pearson: DAYC-2 Examiner Summary Sheet	DHH	\$ 35
	1 KEDG2	1	DHH Protocols-CID: CID Early Listening at Home Curriculum	DHH	\$ 88
	1 KEDG2	1	DHH Protocols-PRO-ED: OWLS-II	DHH	\$ 92
	1 KEDG2	11	HOPE: SKI_HI Lang Devel Scale - Regional	DHH	\$ 32
			Category 1: Total		\$ 5,273
	2 CDSB1	2	Brigance Test Kit The Early Childhood Complete Assessment Kit	PreK- SDC	\$ 623
	2 KEDG3	25	SANDI Online Assessment Tool	Mod/Sev Elem	\$ 2,875
	2 KEDG3	25	SANDI Online Assessment Tool	Mod/Sev Sec	\$ 2,875
	2 KEDG3	5	SANDI Online Assessment Tool	PreK	\$ 575
			Category 2 Total:		\$ 6,948
	3 CDRA01	1	Preschool Specialist Protocol Budget	PreSpec	\$ 5,000
			Category 3 Total:		\$ 5,000.00
			Grand Total:		\$ 17,221

Category 2: New Computers Needed for Program Growth/Distance Teaching Options:

Item	Employee	Location	Justification	Cost	Program
Laptop	New Preschool Teacher	Santa Maria	New Site - Not purchased from Prior Year Tech Plan		1350 PreSDC
Total Category 2:				\$	1,350

Category 3: Additional Technology Tools Needed to Operate Current Programs

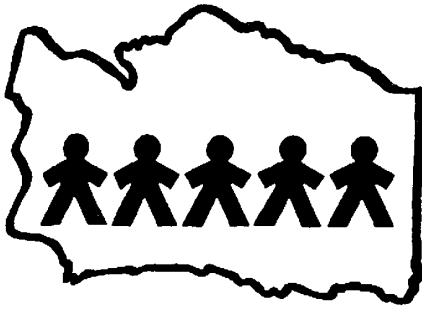
Item	Employee	Program Locations	Justification	Cost	Program
7 Printers	Multiple	All Regional	3 printers requested by teachers; 4 printers in need of replacement Throughout the year needs for tech items arrive. This is a pooled budget to purchase those tech items.		3150
Miscellaneous Tech Needs	Multiple	All Regional			1,500 All Regional
Total Category 3:				\$	4,650

Category 4: Web Based Systems needed

Description	Justification	Cost	Program
AERIES	Student information system, connects directly between SIRAS and CALPADs	5,500	All regional
AERIES Parent Portal for New Enrollment - Ongoing	To allow for Online Enrollment of new students	1,275	
AERIES Parent Portal 1x Configuration Cost for New Student Enrollment	To establish Online Enrollment of new students	1,275	
Frontline Absence Management (AESOP)	Substitute caller system needed based on our programs spread county wide	5,845	All regional SDC
Adobe Pro DC Licenses	3 Licenses to be able to create, edit, combine, convert and protect PDFs	480	All Regional
Boardmaker online	Needed to create visual schedules, comm books, comm exchange	2,875	PreSDC, Mod/Sev Elem, Mod/Sev Sec
Unique/News2You/Symbolstix	This is curriculum that aligns with Common Core standards and current events that our students can access.	3,796	Mod/Sev Elem and Mod/Sev Sec
GoToAssist / Log Me In	Allows our IT support to not have to always travel to school sites to address computer issues -- saves on travel time and money	1,200	All regional
Webroot	Security Software needed for all regional computers	2,352	All regional
Zoom Software	Allows video conferencing: 1 subscription for countywide meetings	150	All regional
Psych Online Scoring Systems: Basc 3 with Interventions, Vineland 3, Wisc-V, Brief-2	Allows Psychs to score assessments online from across the county.	420	All Regional
Yearly Domain Registration	Special Ed Website Domain	39	All Regional
Total Category 4:		\$	25,207

	21-22	20-21	19-20	18-19
Assessment	\$ 17,221	\$ 21,678	\$ 23,800	\$ 22,000
Tech	\$ 72,356	\$ 57,264	\$ 81,000	\$ 60,000
Total	\$ 89,577	\$ 78,942	\$ 104,800	\$ 82,000
Difference from Prior Year	\$ 10,635	\$ (25,858)	\$ 22,800	\$ 82,000
% difference from Prior Year	13%	-25%	28%	

Included 1x
start up costs
for AERIES &
PROMIS.



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-2022 SBCSELPA Proposed Adopted Budget

BACKGROUND:

The proposed adopted budget for 2021-2022 includes the following information:

➤ REVENUES:

- AB602 Revenue includes 1.5% COLA in 21-22, 2.98% in 22-23, 0% in 22-23. The percentages may change after May Revision.
- SPED Revenue for LEAs included in SBCSELPA's Fund 10 pass-through account.
- Federal Revenue is flat in this estimate but may increase for 21-22 at the May Revision based on the American Rescue Plan signed by President Biden.

➤ EXPENDITURES:

- Salaries reflect Step and Column adjustments. No COLA has been applied.
- Mental Health – SBCSELPA continues to provide all teams to handle residential placements for students with mental health needs and wrap around social work IEP service referrals and ongoing support to GROW programs and LEAs.
- Transfers to LEAs- increased by the SPED Revenue that passes-through Fund 10
- Legal Allocation – No allocation of funding for legal services has been included as the Board has previously indicated they will address this issue in the fall following adoption of the Unaudited Actual report.
- Balanced Budget – The proposed 2021-2022 budget reflects a balanced budget with an undesignated ending balance of \$1,928,884.

FISCAL IMPACT: None.

RECOMMENDATION: The SBCSELPA 2021-2022 Proposed Adopted Budget is presented for review and input. The budget will be brought back at the June 7, 2021 meeting for adoption based on the input provided.

RA/KH:lm

**Santa Barbara County
Special Education Local Plan Area**

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PROPOSED ADOPTED BUDGET

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Santa Barbara County SELPA
FY 21-22 Adopted Budget Compared to FY 20-21 Adopted Budget

		20-21	21-22	Change from Prior	Explanations and Notes
		Adopted Budget	Adopted Budget		
Beginning Balance		2,807,444	2,726,752	(80,692)	
Revenue:					
Federal Revenue	8100-8299	773,807	13,800,833	13,027,026	All Federal \$\$ passed-thru SELPA, 20-21 ADR COVID, 20-21 ADR
State Revenue	8300-8599	2,204,841	2,050,850	(153,991)	Reduction in WRAP staff from 20-21
Local Revenue	8600-8799	3,050,678	30,358,247	27,307,569	All AB602 Funding passed-thru SELPA, Increase in Low Incidence Funding
s/total Revenue		6,029,326	46,209,930	40,180,604	
Expenditures:					
Certificated	1000-1999	341,128	344,058	2,930	Step-in Column increase
Classified	2000-2999	725,126	729,685	4,559	Step-in Column increase, Office Reorganization
Benefits	3000-3999	368,968	367,163	(1,805)	update of benefit costs and office reorg
Books & Supplies	4000-4999	283,614	167,130	(116,484)	Moving Low Incidence equipment to 7xxx's
Services & Other Operating	5000-5999	3,246,017	3,360,240	114,223	Moving Low Incidence equipment to 5xxx's
Capital outlay	6000-6999	3,500	5,390	1,890	Potential repairs for MTU
Other Outgo	7300-7399	960,115	41,196,816	40,236,701	All AB602 Funding passed-thru SELPA, Increase in Low Incidence Funding
s/total Expenditures		5,928,468	46,170,482	40,242,014	
Ending Balance June 30		2,908,302	2,766,200	(142,102)	
Reserves:					
Regional Deferred Maintenance reserve		50,000	50,000		
MTU Site Improvement Fund		250,000	250,000		
SELPA Designated Legal Reserve		325,000	325,000		
5% Set aside for Economic Contingencies		106,534	151,851		
Reserve moving office fees, SELPA-Bratton		37,246	37,246		
CPI carryover to reduce costs in 21-22		-	23,219		
Non-MH Reserve					
MH Reserve					
		768,780	837,316		
Unassigned		2,139,522	1,928,884		

Multi-Year Projections Assumptions 2021-22 Adopted Budget

REVENUE

Kept Federal funding flat

Might see increase in Federal Funding increased and passed thru to LEAs in 21-22, reduced to 20-21 rates in 22-24

AB602 Funding

SELPA COLA increase (off-the-top plus regionalized)

Adjust COLA after May Revise

AB602 change every two years to pay for CPI with off the top AB602 funds.

EXPENSES

1xxx's salary step-column increase and 0% COLA each year

2xxx's salary step-column increase and 0% COLA each year

3xxx's Increases applied to all 3XXX: 7% increase in 22-23 and 7% in 23-24

4xxx's Add 2% increase for cost of supplies

5xxx's

Wrap Applied 2% COLA to both years

Prof Dev CPI Expenses every two years = \$60,000. Currently, carryover from 19-20 of \$23,219 to reduce costs

6xxx's Capital Repairs to MTU Battles for shed estimated in 21-22 only

7xxx's MH The only transfers projected at this time are LCI and a percentage of Low Incidence. Assume the same for future years.
ALL SPED funding passed-through-in and out 40,151,154
remaining until LEAs submit invoices:

LCI 726,020

Low Incidence without carryovers 617,067

1,343,087

Change from prior year	
\$	\$
22-23	23-24
0	0
COLA	2.98%
37,490	0%
(23,219)	60,000
s/total	14,271
	60,000
0	0
12,213	14,162
4,469	5,545
3,343	3,409
6,444	6,573
(23,219)	60,000
(16,775)	66,573
-	0
-	-

SUMMARY OF REVENUES AND BALANCES

		ADOPTED BUDGET 2020-21	PROJECTED INCOME/EXP. 2020-21	PROPOSED ADOPTED 2021-22				
BEGINNING BALANCE	\$	2,807,444	\$	4,006,240	\$	2,726,751		
ADJUSTMENTS	\$	-	\$	-	\$	-		
ADJUSTED BEG. BALANCE	\$	2,807,444	\$	4,006,240	\$	2,726,751		
FEDERAL REVENUE								
3310	FEDERAL IDEA PART B 3310		\$	12,514,553	\$	12,514,553	Per Audit Finding-Pass-thru to LEAs	
3315	FEDERAL IDEA PART B PRE-K		\$	423,606	\$	423,606	Per Audit Finding-Pass-thru to LEAs	
8182	PRESCHOOL STAFF DEV. GRANT.	\$	-	\$	3,385	\$	3,385	
8182	REGIONALIZED SERVICES	\$	10,861	\$	10,882	\$	10,882	
8182	ADR GRANT	\$	14,601	\$	14,601	\$	94,287	New COVID ADR Grant and new 20-21
8182	MENTAL HEALTH GRANT	\$	748,345	\$	754,120	\$	754,120	
	TOTAL FEDERAL REVENUE	\$	773,807	\$	13,721,147	\$	13,800,833	
STATE REVENUE								
	AB 602 INCOME Total		\$	25,825,864	\$	26,552,531	Per Audit Finding-Pass-thru to LEAs	
8791	AB 602 INCOME SELPA Only	\$	904,152	\$	883,911	\$	897,170	
8791	AB 602 INCOME - FOR VANS	\$	29,100	\$	28,008	\$	-	
8791	AB 602 STAFF DEVELOPMENT	\$	10,000	\$	10,000	\$	10,000	
8791	AB 602 REGIONALIZED SVC	\$	363,699	\$	355,556	\$	360,890	
8791	LOW INCIDENCE	\$	226,564	\$	1,302,753	\$	1,302,753	
8791	AB 602 AUDIOLOGIST	\$	84,796	\$	-	\$	-	
8791	LCI FUNDING	\$	725,935	\$	720,779	\$	720,779	
8791	STAFF DEVELOPMENT K-12	\$	24,605	\$	24,605	\$	24,605	
	Total AB602	\$	2,368,851	\$	29,151,476	\$	29,868,728	
8590	STATE MH APPORTIONMENT	\$	2,241,855	\$	1,978,205	\$	2,007,864	
8590	STRS-ON BEHALF			\$	42,986	\$	42,986	
	TOTAL STATE REVENUE	\$	4,610,706	\$	31,172,667	\$	31,919,578	
LOCAL REVENUE								
8699	OTHER LOCAL INCOME	\$	341,557	\$	346,969	\$	396,331	
8699	MAA REVENUE	\$	-	\$	17,533	\$	-	
8660	INTEREST INCOME	\$	45,000	\$	20,000	\$	20,000	
8699	HOUSING INCOME	\$	301,654	\$	94,632	\$	73,188	
	TOTAL LOCAL REVENUE	\$	688,211	\$	479,134	\$	489,519	
TOTAL REVENUE								
		\$	6,072,724	\$	45,372,948	\$	46,209,930	
TOTAL REVENUE & BEG. BALANCE								
		\$	8,880,168	\$	49,379,188	\$	48,936,681	
TOTAL EXPENDITURES								
		\$	5,865,811	\$	46,652,437	\$	46,170,482	Includes pass-thru to LEAs
ENDING BALANCE								
		\$	3,014,357	\$	2,726,751	\$	2,766,199	
	DESIGNATED LEGAL RESERVE	\$	315,000	\$	325,000	\$	325,000	
	DESIGNATED MTU IMPROVEMENTS	\$	800,000	\$	250,000	\$	250,000	
	DESIGNATED DEFERRED MAINTENANCE	\$	52,918	\$	32,180	\$	50,000	
	DESIGNATED ECONOMIC CONTINGENCIES	\$	134,605	\$	185,215	\$	151,851	
	DESIGNATED MENTAL HEALTH CARRYOVER	\$	100,000	\$	100,000			
	DESIGNATED DISTRICT LEGAL FEES	\$	-	\$	-	\$	-	
	DESIGNATED MAA FUNDING	\$	-	\$	44,009	\$	39,309	
	DESIGNATED LOW INCIDENCE	\$	-	\$	-	\$	-	
	DESIGNATED STAFF DEVELOPMENT	\$	-	\$	23,219	\$	23,219	CPI set-aside from 19-20 EFB for 21-22
	DESIGNATED TRANSFER TO DISTRICTS	\$	-	\$	-	\$	-	
	DESIGNATED SIPE REBATE	\$	15,821	\$	35,246	\$	35,246	
	DESIGNATED SELPA RESERVE - NON MH	\$	100,000	\$	98,555			
TOTAL DESIGNATED								
		\$	1,518,344	\$	1,093,424	\$	874,626	
REMAINING UNDESIGNATED								
		\$	1,496,013	\$	1,633,327	\$	1,891,573	

SUMMARY OF EXPENDITURES BY OBJECT CLASSIFICATION

OBJECT	DESCRIPTION	PROPOSED		
		ADOPTED 2020-21	PROJECTED 2020-21	ADOPTED 2021-22
1300	SELPA DIRECTOR/COORDINATOR	\$ 280,406	\$ 282,038	\$ 284,968
1900	AUDIOLOGIST	\$ 59,090	\$ 59,090	\$ 59,090
TOTAL 1000		\$ 339,496	\$ 341,128	\$ 344,058
2900	MENTAL HEALTH CLINICIAN/WRAP	\$ 178,577	\$ 178,577	\$ 180,614
2900	PROG. SPEC./SUPPORT	\$ 25,497	\$ 25,496	\$ 30,065
2900	BCBA	\$ 191,323	\$ 191,323	\$ 193,518
2900	AAC / AT SPECIALIST	\$ 100,536	\$ 107,844	\$ 113,520
2910	ACCT/BUSINESS OFFICIAL	\$ 71,174	\$ 75,160	\$ 95,688
2400	CLERICAL SALARIES	\$ 158,010	\$ 160,914	\$ 116,280
TOTAL 2000		\$ 725,117	\$ 739,314	\$ 729,685
3102	S.T.R.S.	\$ 57,492	\$ 98,078	\$ 97,760
3202	P.E.R.S.	\$ 87,397	\$ 57,858	\$ 96,727
3302	MEDICARE	\$ 15,437	\$ 15,666	\$ 15,569
3402	HEALTH & WELFARE	\$ 158,937	\$ 156,723	\$ 151,344
3502	UNEMPLOYMENT INSURANCE	\$ 533	\$ 527	\$ 537
3602	WORKERS' COMP. INSURANCE	\$ 5,321	\$ 5,373	\$ 5,225
TOTAL 3000		\$ 325,117	\$ 334,226	\$ 367,163
OTHER OPERATING EXPENSES				
4300	OTHER SUPPLIES	\$ 36,250	\$ 23,750	\$ 36,250
4310	INST. MATERIALS	\$ 241,064	\$ 149,375	\$ 125,080
4400	NON-CAP. EQUIP.	\$ 5,800	\$ 2,800	\$ 5,800
TOTAL 4000		\$ 283,114	\$ 175,925	\$ 167,130
5200	TRAVEL & CONFERENCE	\$ 89,281	\$ 21,000	\$ 84,980
5300	DUES	\$ 3,000	\$ 3,000	\$ 3,500
5450	INSURANCE	\$ 2,200	\$ 4,375	\$ 5,050
5600	RENTS	\$ 97,474	\$ 93,925	\$ 73,188
5800	DATA PROCESSING SERVICES	\$ 7,540	\$ 7,360	\$ 7,360
5810	AUDIT	\$ 12,000	\$ 12,000	\$ 13,000
5830	LEGAL	\$ 10,000	\$ 435,253	\$ -
5840	ADVERTISING	\$ 500	\$ 451	\$ 500
5850	MIS SERVICES	\$ 100,812	\$ 106,951	\$ 100,812
5860	AUDIOLOGIC SERVICES	\$ 3,000	\$ -	\$ -
5860	CONTRACTS	\$ 575,305	\$ 475,902	\$ 743,610
5860	DEFERRED MAINTENANCE	\$ 25,000	\$ 17,820	\$ 25,000
5890	NPS PLACEMENTS	\$ 360,000	\$ -	\$ 360,000
5890	NPS MH PLACEMENTS	\$ 1,910,000	\$ 850,000	\$ 1,910,000
5910	TELEPHONES	\$ 33,240	\$ 26,240	\$ 33,240
TOTAL 5000		\$ 3,229,352	\$ 2,054,277	\$ 3,360,240
6100	SITE IMPROVEMENT	\$ 3,500	\$ -	\$ 5,390
7281	TRANSFERS TO DISTRICTS	\$ 930,115	\$ 42,977,567	\$ 41,166,816
7141	STATE RESI. SCHOOLS	\$ 30,000	\$ 30,000	\$ 30,000
TOTAL 7000		\$ 960,115	\$ 43,007,567	\$ 41,196,816
TOTAL OTHER OPERATING EXPENSES		\$ 4,476,081	\$ 45,237,769	\$ 44,729,576
TOTAL EXPENDITURES		\$ 5,865,811	\$ 46,652,437	\$ 46,170,482

SUMMARY OF DIRECT COST BY PROGRAM
--

	ADOPTED 2020-21	PROJECTED 2020-21	PROPOSED ADOPTED 2021-22
ADMINISTRATION AND SUPPORT	\$ 2,000,851	\$ 3,626,400	\$ 2,852,693
MENTAL HEALTH SERVICES	\$ 2,855,889	\$ 3,463,344	\$ 2,921,984
STAFF DEVELOPMENT	\$ 47,105	\$ 51,040	\$ 73,209
AUDIOLOGIC SERVICES (incl in Low Incidence)	\$ 3,000	\$ -	\$ -
MEDICAL THERAPY UNIT	\$ 10,250	\$ 6,750	\$ 12,140
TRANSFERS TO DISTRICTS	\$ 930,115	\$ 39,484,802	\$ 40,211,469
MAA	\$ 5,000	\$ 5,500	\$ 4,700
ADR Grant	\$ 14,601	\$ 14,601	\$ 94,287
TOTAL DIRECT COSTS	\$ 5,866,811	\$ 46,652,437	\$ 46,170,482

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

SELPA ADMINISTRATION AND SUPPORT

GOAL STATEMENT

To provide administrative support and services to all special education programs and staff in Santa Barbara County and to manage SELPA administrative office activities.

PROGRAM DESCRIPTION SUMMARY

This program is responsible for the administration of the SBCSELPA administrative office including the fiscal, personnel and program functions. Other functions of the program include program review and evaluation, data collection and operation of the management information system, local plan development, legal services, nonpublic school and agency services and coordination of interagency agreements.

Costs attributable to the program include the SELPA Executive Director's and SELPA Coordinator's salaries and the salaries of the clerical staff, legal services, and nonpublic school and agency placements. Additional costs include office supplies, travel and conference expenses and SELPA capital outlay purchases.

ADMINISTRATION AND SUPPORT SELPA

OBJECT	DESCRIPTION	PROPOSED		
		ADOPTED 2020-21	PROJECTED 2020-21	ADOPTED 2021-22
INCOME				
8791	AB 602 INCOME	\$ 904,152	\$ 883,911	\$ 897,170
8791	AB 602 STAFF DEVELOPMENT	\$ -		\$ -
8791	AB 602 REGIONALIZED SVC	\$ 363,699	\$ 355,556	\$ 360,890
8791	AB 602 INCOME - FOR VANS	\$ 29,100	\$ 28,008	\$ -
8791	LOW INCIDENCE	\$ 226,564	\$ 1,302,753	\$ 1,302,753
8182	PRE-K 3315	\$ 10,861	\$ 10,882	\$ 10,882
8660	INTEREST	\$ 45,000	\$ 20,000	\$ 20,000
8699	REGIONAL HOUSING TRANSFER	\$ 97,474	\$ 94,632	\$ 73,188
8699	DISTRICT TRANSFER FOR BCBA	\$ 221,557	\$ 225,919	\$ 236,331
TOTAL INCOME		\$ 1,898,407	\$ 2,921,661	\$ 2,901,214
EXPENDITURES				
1300	SELPA DIRECTOR	\$ 122,400	\$ 123,624	\$ 123,624
1300	SELPA COORDINATOR	\$ 105,485	\$ 105,485	\$ 108,122
1900	AUDIOLOGIST	\$ 59,090	\$ 59,090	\$ 59,090
2900	BCBAs	\$ 191,323	\$ 191,323	\$ 193,518
2900	AAC / AT SPECIALIST	\$ 100,536	\$ 107,844	\$ 113,520
2400	CLERICAL SALARIES	\$ 136,614	\$ 138,886	\$ 89,730
2910	ACCT/BUSINESS OFFICIAL	\$ 56,939	\$ 60,128	\$ 76,550
3102	STRS	\$ 48,511	\$ 89,530	\$ 89,287
3202	PERS	\$ 68,026	\$ 40,988	\$ 77,071
3302	MEDICARE INSURANCE	\$ 11,200	\$ 11,403	\$ 11,080
3402	HEALTH & WELFARE	\$ 121,207	\$ 119,339	\$ 112,590
3502	UNEMPLOYMENT INSURANCE	\$ 387	\$ 380	\$ 382
3602	WORKERS ' COMP. INSURANCE	\$ 3,863	\$ 3,859	\$ 3,631
TOTAL SALARIES/BENEFITS		\$ 1,025,581	\$ 1,051,878	\$ 1,058,195
4300	OTHER SUPPLIES	\$ 19,000	\$ 15,000	\$ 19,000
4310	LOW INCIDENCE EQUIP.	\$ 226,564	\$ 115,875	\$ 116,080
4400	NON-CAPITALIZED EQUIP.	\$ 2,800	\$ 2,800	\$ 2,800
5200	TRAVEL & CONFERENCE	\$ 37,680	\$ 18,000	\$ 42,980
5300	DUES	\$ 3,000	\$ 3,000	\$ 3,000
5450	INSURANCE	\$ 2,200	\$ 4,375	\$ 5,050
5600	RENTS	\$ 97,474	\$ 93,925	\$ 73,188
5800	DATA PROCESSING SERVICES	\$ 7,000	\$ 7,000	\$ 7,000
5810	AUDIT	\$ 6,000	\$ 6,000	\$ 6,500
5830	LEGAL SERVICES-DISTRICTS	\$ -	\$ 420,253	\$ -
5830	LEGAL SERVICES-SELPA	\$ 10,000	\$ 15,000	\$ -
5840	ADVERTISING	\$ 500	\$ 451	\$ 500
5850	MIS SERVICES	\$ 100,812	\$ 106,951	\$ 100,812
5860	CONTRACTS	\$ 23,000	\$ 12,000	\$ 23,000
5860	*HOUSING-DEFERRED MAINT.	\$ 25,000	\$ 17,820	\$ 25,000
5890	NPS PLACEMENTS (Non-MH)	\$ 360,000	\$ -	\$ 360,000
5910	TELEPHONE	\$ 24,240	\$ 20,240	\$ 24,240
5910	INTERNET SERVICE	\$ -	\$ -	\$ -
7141	STATE RESI. SCHOOLS	\$ 30,000	\$ 30,000	\$ 30,000
7281	DISTRICT ALLOCATION	\$ -	\$ 1,685,833	\$ 955,347
TOTAL OTHER EXPENSES		\$ 975,270	\$ 2,574,523	\$ 1,794,497
TOTAL EXPENSES		\$ 2,000,851	\$ 3,626,400	\$ 2,852,693

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MENTAL HEALTH SERVICES

GOAL STATEMENT

To provide Mental Health services to special education students and programs in Santa Barbara County.

PROGRAM DESCRIPTION SUMMARY

This program is responsible for the administration of AB114 Mental Health DIS related services.

Costs attributable to the program include the Mental Health Clinician, WRAP Coordinator, WRAP Services, MH Program Specialist, instructional materials, Nonpublic School Placements for students with a Mental Health diagnosis and contracts for Nonpublic Agency Mental Health services for students with these services included on their IEP.

MENTAL HEALTH

OBJECT	DESCRIPTION	PROPOSED		
		ADOPTED 2020-21	PROJECTED 2020-21	ADOPTED 2021-22
INCOME				
8182	FEDERAL MH ADA ALLOCATION	\$ 748,345	\$ 754,120	\$ 754,120
8590	STATE MH APPORTIONMENT	\$ 2,241,855	\$ 1,978,205	\$ 2,007,864
8590	DISTRICT/CEO/AGENCY REIMB. FOR SERVICES	\$ 120,000	\$ 120,000	\$ 160,000
TOTAL INCOME		\$ 3,110,200	\$ 2,852,325	\$ 2,921,984
EXPENDITURES				
1300	SELPA CERTIFICATED SALARY OFFSET	\$ 52,521	\$ 52,929	\$ 53,222
2900	MENTAL HEALTH CLINICIAN	\$ 96,984	\$ 96,984	\$ 96,984
2900	WRAP COORDINATOR	\$ 81,593	\$ 81,593	\$ 83,630
2900	MH PROGRAM SPEC. OR SUPERVISION	\$ 25,497	\$ 25,496	\$ 30,065
2910	ACCT/BUSINESS OFFICIAL	\$ 14,235	\$ 15,032	\$ 19,138
2400	CLERICAL SALARY	\$ 21,396	\$ 22,028	\$ 26,550
3102	STRS	\$ 8,981	\$ 8,548	\$ 8,473
3202	PERS	\$ 19,371	\$ 16,870	\$ 19,656
3302	MEDICARE INSURANCE	\$ 4,237	\$ 4,264	\$ 4,489
3402	HEALTH & WELFARE	\$ 37,730	\$ 37,384	\$ 38,754
3502	UNEMPLOYMENT INSURANCE	\$ 146	\$ 147	\$ 155
3602	WORKERS' COMP. INSURANCE	\$ 1,458	\$ 1,514	\$ 1,594
TOTAL SALARIES/BENEFITS		\$ 364,149	\$ 362,790	\$ 382,710
4300	INSTRUCTIONAL MATERIALS - WRAP	\$ 10,000	\$ 1,500	\$ 10,000
4300	INSTRUCTIONAL MATERIALS - GROW	\$ 7,000	\$ 7,000	\$ 7,000
4400	NONCAPITALIZED EQUIPMENT	\$ 3,000	\$ -	\$ 3,000
5200	TRAVEL/CONFERENCE-SELPA STAFF	\$ 40,000	\$ 3,000	\$ 40,000
5300	DUES	\$ 500	\$ -	\$ 500
5800	DATA PROCESSING	\$ 540	\$ 360	\$ 360
5810	AUDIT	\$ 6,000	\$ 6,000	\$ 6,500
5860	CONTRACTED MH SERVICES	\$ 165,000	\$ 160,000	\$ 200,000
5860	WRAPAROUND TEAM	\$ 310,000	\$ 254,291	\$ 322,214
5860	STAFF DEVELOPMENT - SELPA-WIDE	\$ 14,750	\$ -	\$ 14,750
	STAFF DEVELOPMENT - GROW	\$ 3,500	\$ -	\$ 3,500
	STAFF DEVELOPMENT - CPS TRAINING	\$ 6,750	\$ -	\$ 6,750
5860	COPIER / JANITORIAL SERVICES	\$ 5,700	\$ 5,470	\$ 5,700
5890	NPS PLACEMENTS	\$ 1,910,000	\$ 850,000	\$ 1,910,000
5910	TELEPHONE/INTERNET	\$ 9,000	\$ 6,000	\$ 9,000
7281	TRANSFER TO DIST.	\$ -	\$ 1,806,933	\$ -
TOTAL OTHER EXPENSES		\$ 2,491,740	\$ 3,100,554	\$ 2,539,274
TOTAL EXPENSES		\$ 2,855,889	\$ 3,463,344	\$ 2,921,984

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

PROFESSIONAL DEVELOPMENT

GOAL STATEMENT

To provide leadership in the implementation of a special education comprehensive system of personnel development.

PROGRAM DESCRIPTION SUMMARY

This program includes three levels of professional development; district, area and SELPA-wide using participants in the assessment of need and the planning and implementation of the activities.

Costs include contracts for consultant services, supplies and travel expenses.

PROFESSIONAL DEVELOPMENT

OBJECT	DESCRIPTION	ADOPTED		PROJECTED		PROPOSED		
		2020-21		2020-21		ADOPTED 2021-22		
INCOME								
8182	PRESCHOOL GRANT	\$	-	\$	3,385	\$	3,385	
8590	K-12 GRANT	\$	24,605	\$	24,605	\$	24,605	
8791	AB 602 INCOME	Regular PD	\$	10,000	\$	10,000	\$	10,000
8791	AB 602 INCOME	CPI	\$	12,000	\$	12,000	\$	12,000
Board Approved 19-20 EFB for 21-22 CPI Training						\$	23,219	
8699	SELPA-WIDE FEES	\$	-	\$	1,050			
TOTAL INCOME		\$	46,605	\$	51,040	\$	73,209	
EXPENDITURES								
4300	INST. MATERIALS	\$	8,000	\$	27,000	\$	2,500	
4300	OFFICE SUPPLIES	\$	-					
5200	TRAVEL & CONFERENCE	\$	5,000					
5300	DUES	\$	500					
5600	RENTS	\$	-					
5800	CONTRACTED SERVICES	\$	33,605	\$	24,040	\$	70,709	
TOTAL		\$	47,105	\$	51,040	\$	73,209	

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

NONPUBLIC AGENCY – AUDIOLOGICAL—Now included in Low Incidence

GOAL STATEMENT

To provide audiological assessment and services to hearing impaired students in Santa Barbara county.

PROGRAM DESCRIPTION SUMMARY

Audiological services include hearing assessment, recommendations for amplification needs and equipment and consultation with parents and staff regarding the aural rehabilitation and habilitation of hearing-impaired students.

Costs for the program include contracts with the private sector for these services.

AUDIOLOGICAL SERVICES

Now included in Low Incidence

		ADOPTED		PROJECTED		PROPOSED	
OBJECT	DESCRIPTION	2020-21		2020-21		ADOPTED 2021-22	
<hr/>							
INCOME							
8182	CURRENT YEAR INCOME	\$	-	\$	-	\$	-
8990	SELPA CONTRIBUTION	\$	-	\$	-	\$	-
<hr/>							
TOTAL INCOME		\$	-	\$	-	\$	-
<hr/>							
EXPENDITURES							
5800	CONTRACTS	\$	3,000				
<hr/>							
		\$	3,000	\$	-	\$	-

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MEDICAL THERAPY UNITS

GOAL STATEMENT

To provide medical assessment, physical and occupational therapy to students eligible for California Childrens' Services.

PROGRAM DESCRIPTION SUMMARY

California Childrens' services of the Santa Barbara county health care services provides the staff to conduct initial and follow-up medical examinations and subsequent prescriptions for occupational and physical therapy. The SBCSELPA is mandated to provide facilities, materials and equipment.

MEDICAL THERAPY UNIT

		ADOPTED		PROJECTED		PROPOSED	
OBJECT	DESCRIPTION	2020-21		2020-21		ADOPTED	
						2021-22	
<hr/>							
INCOME							
8990	SITE IMPROVEMENT	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-
<hr/>							
EXPENDITURES							
4300	INST. MATERIALS	\$	6,500	\$	6,500	\$	6,500
4300	OFFICE SUPPLIES	\$	250	\$	250	\$	250
6200	SITE IMPROVEMENT	\$	3,500	\$	-	\$	5,390
4400	NON-CAPITALIZED EQUIP.	\$	-	\$	-	\$	-
		<hr/>		<hr/>		<hr/>	
TOTAL		\$	10,250	\$	6,750	\$	12,140

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

LOW INCIDENCE EQUIPMENT, MATERIALS AND SERVICES

GOAL STATEMENT

To provide equipment for children with low incidence disabilities in order to meet the goals and objectives on their individualized education programs.

PROGRAM DESCRIPTION SUMMARY

Funding is provided by the California Department of Education to purchase equipment and instructional materials and provide services for students with disabling conditions of hard of hearing, deaf, deaf/blind, orthopedically impaired, or visually impaired. Low Incidence funding pays for the SELPA Audiologist's salary and benefits to provide audiology services to students throughout Santa Barbara County who have hearing disabilities and the AAC/AT Specialist who provides assistive technology equipment and services to students throughout the County.

LOW INCIDENCE SERVICE, EQUIPMENT, MATERIALS & SERVICES

OBJECT	DESCRIPTION	ADOPTED	PROJECTED	PROPOSED
		2020-21	2020-21	2021-22
INCOME				
8791	CURRENT YEAR INCOME	\$ 226,564	\$ 1,302,753	\$ 1,302,753
TOTAL INCOME		\$ 226,564	\$ 1,302,753	\$ 1,302,753
EXPENDITURES				
1900	AUDIOLOGIST		\$ 59,090	\$ 59,090
2900	AAC / AT SPECIALIST		\$ 105,116	\$ 113,520
3102	STRS		\$ 9,543	\$ 9,407
3202	PERS		\$ 9,484	\$ 11,024
3302	MEDICARE INSURANCE		\$ 2,421	\$ 2,503
3402	HEALTH AND WELFARE		\$ 24,015	\$ 24,616
3502	UNEMPLOYMENT INSURANCE		\$ 83	\$ 86
3602	WORKER'S COMP.		\$ 443	\$ 860
4310	INST. MATERIALS	\$ 226,564	\$ 105,580	\$ 105,580
4310	AUDIOLOGIST SUPPLIES		\$ 295	\$ 500
4310	AAC / AT SUPPLIES		\$ 10,000	\$ 10,000
5200	TRAVEL		\$ -	\$ 6,980
5800	CONTRACTED SERVICE		\$ 3,000	\$ 3,000
5910	AUDIOLOGIST PHONE		\$ 240	\$ 240
TOTAL		\$ 226,564	\$ 329,309	\$ 347,406
TRANSFER TO DISTRICTS:				
7281	REMAINING FUNDS FOR LEAS		\$ 1,307,589	\$ 955,347
TOTAL EXPENDITURES			\$ 1,636,898	\$ 1,302,753

2019-20 Ending Balance was \$334,145. This has been added to the Projected expenditures for 20-21 and was recognized by the JPA Board as carryover for low incidence at adoption of 1st Interim.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

TRANSFERS TO DISTRICTS

GOAL STATEMENT

To provide pass-through funding of special education revenue to the LEAs.

PROGRAM DESCRIPTION SUMMARY

SELPA receives all special education funding from the Administrative Unit and allocated those funds to the member LEAs. SELPA also transfers LCI funding received by the SELPA to districts and the county office based on the calculations as outlined in the SELPA Local Plan.

TRANSFERS TO DISTRICTS

OBJECT	DESCRIPTION	PROPOSED			
		ADOPTED 2020-21	PROJECTED 2020-21	ADOPTED 2021-22	
INCOME					
3310	IDEA Part B		\$ 12,514,553	\$ 12,514,553	Per Audit Finding-Pass-thru to LEAs
3315	IDEA Part B Pre-K		\$ 423,606	\$ 423,606	Per Audit Finding-Pass-thru to LEAs
	AB602 Total		\$ 25,825,864	\$ 26,552,531	Per Audit Finding-Pass-thru to LEAs
8590	LCI	\$ 725,935	\$ 720,779	\$ 720,779	
8590	REGIONAL HOUSING	\$ 204,180	\$ -	\$ -	
TOTAL INCOME		\$ 930,115	\$ 39,484,802	\$ 40,211,469	
EXPENDITURES					
7281	TRANSFER TO DISTRICTS	\$ 725,935	\$ 39,484,802	\$ 40,211,469	
7282	TRANSFER TO COUNTY	\$ 204,180	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 930,115	\$ 39,484,802	\$ 40,211,469	

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MAA – MEDI-CAL BILLING

GOAL STATEMENT

To provide related MEDI-CAL services to children in Special Education in Santa Barbara County.

PROGRAM DESCRIPTION SUMMARY

Funding generated by SELPA staff through MAA MEDI-CAL billing has been used to fund books and test kits for the SELPA library, additional professional development activities and office furniture and supplies for the SELPA office.

MAA

OBJECT	DESCRIPTION	ADOPTED 2020-21	PROJECTED 2020-21	PROPOSED ADOPTED 2021-22
INCOME				
8699	MAA Revenue	\$ -	\$ 17,533	\$ -
	TOTAL INCOME	\$ -	\$ 17,533	\$ -
EXPENDITURES				
4300	Other Supplies	\$ -	\$ -	\$ -
5200	Travel	\$ 2,000		\$ 2,000
5860	Contracted Services	\$ 3,000	\$ 5,500	\$ 2,700
	TOTAL	\$ 5,000	\$ 5,500	\$ 4,700
Reserve		\$ 31,976	\$ 44,009	\$ 39,309

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

ALTERNATIVE DISPUTE RESOLUTION GRANT

GOAL STATEMENT

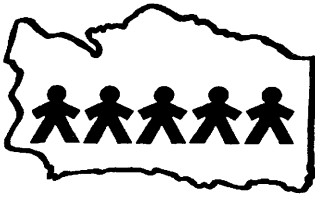
To provide dispute resolution services to LEAS in Santa Barbara County.

PROGRAM DESCRIPTION SUMMARY

Dispute resolution is funded through an Alternative Dispute Resolution grant awarded to the Santa Barbara county SELPA. The SELPA has trained an ADR team to provide Dispute Resolution services to parents and LEAS.

ALTERNATIVE DISPUTE RESOLUTION GRANT

OBJECT	DESCRIPTION	PROPOSED			
		ADOPTED 2020-21	PROJECTED 2020-21	ADOPTED 2021-22	
INCOME					
8699	ADR Revenue	\$ 14,601	\$ 14,601	\$ 94,287	COVID ADR & 20-21 Grant
TOTAL INCOME		\$ 14,601	\$ 14,601	\$ 94,287	
EXPENDITURES					
4300	Other Supplies	\$ -	\$ -		
5200	Travel	\$ 4,601			
5860	Contracted Services	\$ 10,000	\$ 14,601	\$ 94,287	
TOTAL EXPENDITURES		\$ 14,601	\$ 14,601	\$ 94,287	



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: JPA Board Membership Term Expirations

BACKGROUND:

- The SBCSELPA Board is composed of eight (8) members from varying North and South, direct and non-direct service districts.
- As of June 30, 2021, three (3) of the current JPA Board members terms expire: Amy Alzina, Trevor McDonald, and Anne Hubbard.
- All three members are eligible to renew their membership terms for another two (2) years if they so desire and the Board votes to approve their re-election.

FISCAL IMPACT: None.

RECOMMENDATION: The current JPA Board discuss the renewal of membership of the three current board members whose terms expire on June 30, 2021.

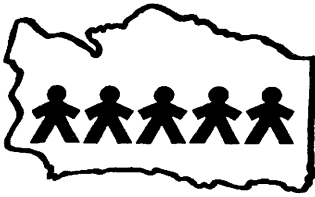
RA:lm

**SBCSELPA JPA Board Membership
2020-2021**

REF: IX-B.1

432

	District Superintendents	Current SBCSELPA JPA Board Members	Term Expiration
North County Nondirect	Luke Onitveros, Santa Maria-Bonita	Luke Ontiveros, SM-B	6/30/2022
	Holly Edds, Orcutt Union		
	Doug Brown, Blochman Union		
	Emilio Handall, Guadalupe Union		
	Trevor McDonald, Lompoc Unified	Trevor McDonald, Lompoc Unified	6/30/2021
	Antonio Garcia, Santa Maria Joint Union High School		
South County Nondirect	Anne Hubbard, Hope	Anne Hubbard, Hope	6/30/2021
	Donna Lewis, Goleta Union		
	Hilda Maldonado, Santa Barbara Unified	Hilda Maldonado, SBUSD	6/30/2022
	Diana Rigby, Carpinteria Unified		
Combined North & South County Direct	Amy Alzina, Cold Spring	Amy Alzina, Cold Spring	6/30/2021
	Alfonso Gamino, Cuyama Joint Unified		
	Anthony Ranii, Montecito Union		
Santa Ynez Valley Special Education Consortium Nondirect	Pamela Able (Interim), Los Olivos		
	Maurene Donner, College		
	Scott Cory, Santa Ynez Valley Union High School		
	Randy Haggard, Buellton Union	Randy Haggard, Buellton Union	6/30/2022
	Lois Peterson, Vista Del Mar Union		
	Allan Pelletier, Ballard		
	Steve Seaford, Solvang		
9th - 12th High School	Scott Cory, Santa Ynez Valley Union High School		
	Antonio Garcia, Santa Maria Joint Union High School	Antonio Garcia, Santa Maria Joint Union High School	6/30/2022
Santa Barbara County Schools	Susan Salcido, Santa Barbara County Education Office	Susan Salcido, Santa Barbara County Education Office	No expiration



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

REF: IX-C

Date: May 3, 2021
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Procedural Handbook, Section 12, *Alternative Dispute Resolution (ADR)*, Revisions

BACKGROUND:

- The SBCSELPA ADR Cadre reviewed, revised, and updated the “*Alternative Dispute Resolution (ADR)*,” of the SBCSELPA Procedural Handbook, Section 12. The necessary updates and changes to Section 12 are indicated on the attached copy (**REF: IX-C.1**).
- The revisions were previously presented to the SEAM group on March 19, 2021. District/LEA special education administrators support the proposed revisions.

FISCAL IMPACT: No impact.

RECOMMENDATION: The JPA Board approve the proposed revisions of the Procedural Handbook, Section 12, *Alternative Dispute Resolution (ADR)* as presented.

RA/JC:lm

PROCEDURAL HANDBOOK

SECTION

12

Alternative Dispute Resolution (ADR)

This section contains information you should know about...

Overview of Alternative Dispute Resolution provided by SBCSELPA..... 12-1

Types of Alternative Dispute Resolution Services 12-2

IEP and Non IEP Facilitators 12-3

Time and Scheduling 12-4

Requesting a Facilitated IEP or Non IEP Meeting 12-4

Program Data Collection, Evaluation and Reporting 12-5

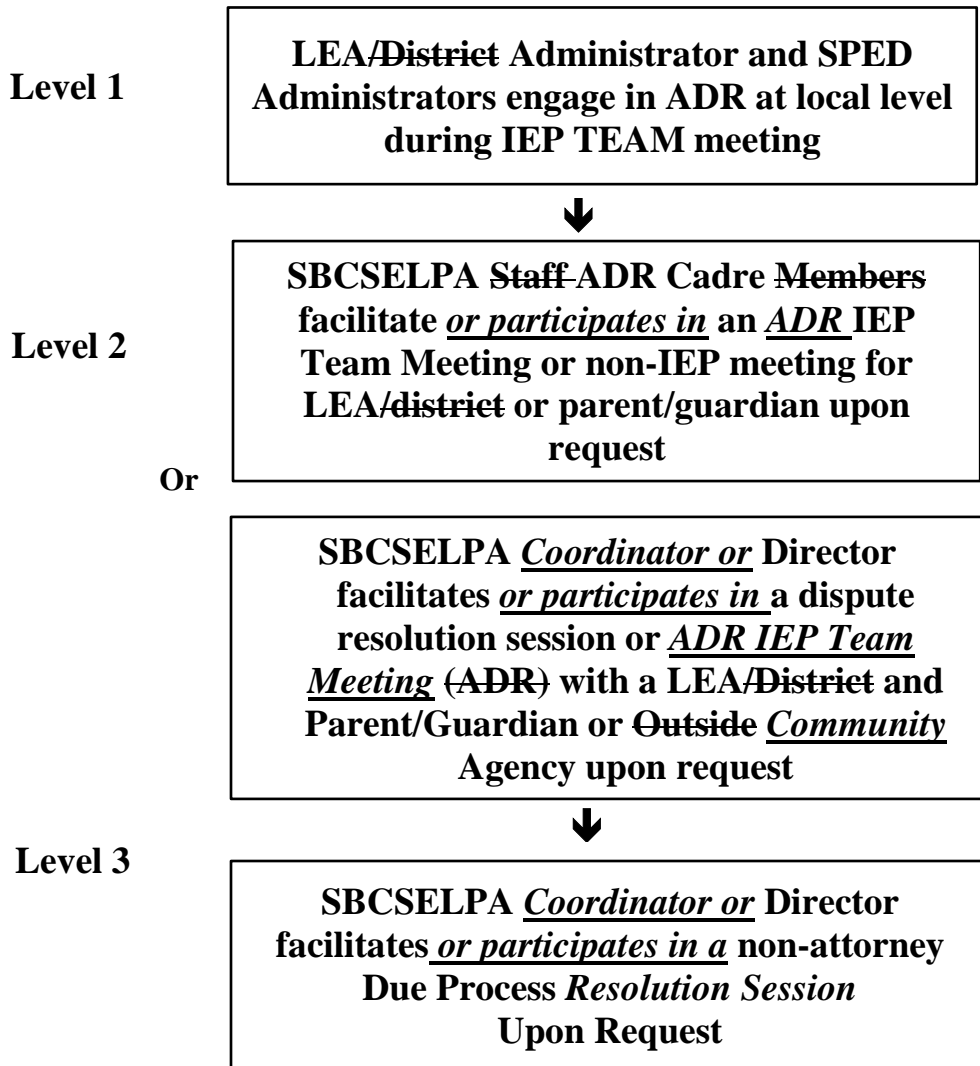
Updated ~~January 13, 2020~~ March 19, 2021

OVERVIEW OF ALTERNATIVE DISPUTE RESOLUTION PROVIDED BY SBCSELPA

It is the goal of the SBCSELPA and member LEAs is to promote collaborative relationships with parents or guardians and community agencies to ensuring that students with disabilities with receive a free and appropriate public education (FAPE).

The SBCSELPA has made available to provides to member LEAs and, parents or guardians, and other agencies throughout Santa Barbara County alternatives for resolving disputes or misunderstanding in the IEP process. The Alternative Dispute Resolution (ADR) goal is to restore positive communication with parents or guardians and LEAs. ADR meetings save time and money by avoiding the need to retain costly attorneys, create due process and state complaints, and to promote ongoing collaborative relationships with parents, LEAs, and community agencies.

Level of Alternative to Dispute Resolution (ADR) Meetings



TYPES OF ALTERNATIVE DISPUTE RESOLUTION (ADR) SERVICES

Facilitated IEP Meeting with Trained ADR Cadre Member;

Facilitation is a process in which a trained and impartial person who is not a member of the IEP team assists the IEP team to communicate effectively and work towards agreements with which the members can all feel comfortable. The ADR Cadre/ facilitator is not a decision maker or an advisor. Facilitation can be used whenever an IEP team wants to improve the effectiveness of communication. When conflicts have developed, facilitation can help defuse tensions and restore trust and more positive working relationships.

Facilitated Non-IEP Meeting with Trained ADR Cadre Member;

A Facilitated Non-IEP Meeting is similar to a Facilitated IEP Meeting in that a trained and impartial person assists the group to communicate effectively and work towards resolution. The difference is that the meeting is not a formal IEP meeting. There are many reasons why one may choose a Non-IEP meeting over an IEP meeting. Some of these reasons may include but are not limited to programming, staffing, and compliance.

ADR Non-IEP Meeting with SBCSELPA Coordinator or Director:

A parents/guardians or LEA administrator may make a request to the SBCSELPA Coordinator or Director to meet to resolve a dispute. As a complaint agency, there are times when the SBCSELPA Coordinator or Director may be more directive than would be appropriate as an IEP facilitator to help parties determine what is or is not required under state and federal regulations or the SBCSELPA Local Plan. Examples of when a SBCSELPA ADR meeting may be needed are: 1) complaint filed at SBCSELPA by a parent/guardian or community member/agency, a request from the California Department of Education or CDE Complaint Process, or a *Resolution Session* required as part of a due process filing.

Co-Facilitation:

Co-facilitation is when two people jointly facilitate a meeting.

Models of Practice:

There are various models of practice that can be employed during facilitation.

Evaluative

This model is directive and provides advice and authority. The goal is settlement.

Facilitative

This model is supportive as it guides a team through probes and queries with purpose. The facilitator helps the team to generate options and the goal is a productive dialogue.

Transformative

This model is reflective and follows the discussion while asking questions without providing direction. The facilitator does not generate options for the team, rather the team does this themselves. The goal of this model is empowerment and recognition.

IEP AND NON-IEP FACILITATORS/ADR Cadre

Role and Expectations of IEP and Non-IEP Facilitators/ADR Cadre:

The role of the facilitator/ADR Cadre is to be a neutral, impartial party to the process. Please refer to *IEP and Non IEP Facilitators Code of Ethics (SELPA89)*.

Background and Training Required for SBCSELPA IEP and Non-IEP Facilitators/ADR Cadre:

All facilitators/ADR Cadre will complete 18 hours of mediation coursework. Optional resources for coursework are the following: <https://www.cadeworks.org> , Clare Fowler from mediate.com, Nick Martin with Center for Accord, and Key2Ed.

Follow-up Training:

Facilitators/ADR Cadre will participate in continuing professional development for a minimum of 6 additional hours yearly as well as attend quarterly cadre meetings.

Confidentiality:

All meetings are confidential, ~~and~~ The facilitator/ADR Cadre will maintain the confidentiality of all participants in the process. This means that what is discussed in the meeting will not be repeated unless known from other sources or specifically authorized by the parties involved. There are exceptions to confidentiality which are when one of the parties makes a genuine threat of physical harm and/or child or elder abuse. The Facilitator/ADR Cadre will not voluntarily testify or report on anything said during this facilitated meeting UNLESS one of the participants makes a threat of physical harm or reveals information of child abuse or elder abuse.

Potential Conflicts of Interest:

Facilitators/ADR Cadre may possibly have a conflict in interest in a case. If a conflict of interest is established and all parties are aware and agree, then the facilitator/ADR Cadre may still facilitate the meeting. If the conflict is such that they cannot take the case, then a different facilitator/ADR Cadre will be provided.

Available Options ADR Cadre in Santa Barbara County:

- IEP Facilitation and ADR Non-IEP meetings:
 Deby Geiger, Special Education Director, Santa Barbara County Education Office
 Patty Moore, Manager of Children and Family Advocacy Services, Alpha Resource Center
 Cathy Breen, Former Special Education Assistant Superintendent, SBCEO, currently representing Santa Barbara County SELPA
 Amy Gillespie, School Psychologist, Carpinteria Unified School District
 Beverly Sherman, Coordinator, Santa Ynez Valley Consortium
 Jamie Carpio, Program Facilitator, Santa Barbara Unified School District
 Dr. Karla Curry, Special Education Director, Carpinteria Unified School District
Dr. Joseph Ledoux, Program Specialist, Lompoc Unified School District
Dr. Cheryl Lew, Assistant Superintendent Pupil Services, Goleta Union School District
Rusty Gordon, Special Education Director, Santa Maria Bonita School District

Matt Stockton, Assistant Principal Pioneer Valley High School, Santa Maria Joint Union High School District

Jennifer Connolly, **Coordinator** Santa Barbara County SELPA

Meghan Davy, Advocacy Systems Specialist, Alpha Resource Center

- **ADR Non-IEP meeting**

Dr. Ray Avila, Executive Director Santa Barbara County SELPA

Use of SBCSELPA ADR Cadre Facilitators Outside of SBCSELPA:

Individual LEAs may contract one of the facilitators/**ADR Cadre** outside of the SBCSELPA process. Please notify the SBCSELPA of any contracts.

Dissemination of Information:

A flow chart for positive school communication will be created to inform of ADR services. Information regarding ADR will be posted on the SBCSELPA website as well as through email blasts to LEAs.

TIME AND SCHEDULING

Required Notice:

It is recommended that requests for facilitation be received at least 10 days prior to a scheduled meeting. Exceptions to this rule can be made in extenuating circumstances.

Time Allotment for Each Facilitated IEP or Non-IEP meeting:

Each meeting will be allotted 3 hours of facilitation time and a total of 5 hours per case. **ADR** Cadre/facilitators will be responsible for logging hours spent on each case and will inform district and SBCSELPA of the total hours per case.

REQUESTING A FACILITATED IEP OR NON-IEP ADR MEETING

Who Can Request a Facilitated IEP or Non IEP ADR Meeting:

- Adult Student
- Parents, Guardians
- LEA/~~Districts~~

How to Make a Request for a Facilitated IEP or Non IEP ADR Meeting:

Contact SBCSELPA ~~Clerical Assistant~~ either by phone (805) 683-1424, or by completing the *ADR Facilitated Meeting Intake and Documentation Form (SELPA86)*. The intake process includes collecting background information as well as seeking agreement from both parties to participate in a facilitated meeting. After agreement to participate is reached, the SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** will forward the *ADR Facilitated Meeting Intake and Documentation Form (SELPA86)* to the SBCSELPA **Coordinator and Executive** Director for review.

Assignment IEP or Non-IEP Meeting Facilitators/ADR Cadre:

The SBCSELPA **Coordinator and Executive** Director will review the request and determine if it is appropriate for facilitation through SBCSELPA. If appropriate, SBCSELPA **Coordinator and Executive** Director will assign a SBCSELPA ADR **Cadre**/Facilitator based on availability, geographical locations, and issues in the case. Once a **ADR Cadre**/Facilitator is assigned, the SBCSELPA **Coordinator** ~~Director~~ will provide this information to the SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** who will then forward *ADR Facilitated Meeting Intake and Documentation Form (SELPA86)* to the assigned ADR **Cadre**/Facilitator. The ADR **Cadre**/Facilitator will then contact both parties within two business days of receipt of *ADR Facilitated Meeting Intake and Documentation Form (SELPA86)*.

Denial of Facilitated IEP or Non IEP ADR Meeting Request:

A request can be denied for facilitation. These types of situations include, but are not limited to:

- a topic beyond the scope of facilitation
- the case is in due process
- families have retained an attorney
- one of the parties does not agree to facilitation
- the request is received with not enough time to arrange for a facilitator or there are no facilitators available.

PROGRAM DATA COLLECTION, EVALUATION AND REPORTING

Evaluation of Each Meeting:

After being notified by the SBCSELPA ADR **Cadre**/Facilitator of case resolution, the *Facilitated IEP or Non-IEP Evaluation Form (SELPA88)* will be disseminated by the SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** and sent to parent and LEA. SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** will record outcome and survey data and the SBCSELPA ADR **Cadre** will review data at minimum of two times annually to determine efficacy and advise future practices.

Ongoing Evaluation of IEP and Non-IEP ADR Cadre/Facilitators:

The SBCSELPA **Coordinator and Executive** Director will informally evaluate the effectiveness of the ADR **Cadre** ~~members~~ annually prior to the June meeting with both the LEA special education administrators and the JPA Board. Evaluation will be based on 1) Availability 2) Meeting outcomes and 3) Survey data.

Annual Methods of Overall Program Evaluation:

Record keeping / data collected

- number of cases
- number of meetings
- hours per meeting
- hours per case
- outcome of meeting
- satisfaction level of participants
- facilitator's performance
- perceptions of **ADR Cadre**/Facilitator

- follow up after **ADR Meeting** facilitation
- relationship to other dispute resolution
- **ADR Cadre/**Facilitator debrief
- chairperson debrief
- parent debrief

WHAT FORMS SHOULD BE USED

The following forms should be used in conjunction with requesting and implementing Alternative Dispute Resolution (ADR):

SELPA86: ***ADR Facilitated Meeting Intake and Documentation Form***

SELPA87: ***Alternative Dispute Resolution (ADR) Meeting Participation Guidelines and Code of Ethics***

SELPA88: ***Facilitated IEP or Non IEP Evaluation Form***

SELPA89: ***IEP and Non IEP Facilitators Code of Ethics***

Copies of all **SBC**SELPA, IEP, and Supplemental IEP forms referenced in this handbook are located on ~~our county's online~~ at SIRAS Systems (<https://sirassystems.org>)

**SBCSELPA ALTERNATIVE DISPUTE RESOLUTION (ADR)
FACILITATED MEETING INTAKE AND DOCUMENTATION FORM**

SECTION I: INTAKE INFORMATION & CASE ASSIGNMENT

Directions: To be completed by SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** Upon Intake

Step 1: Name of Person Requesting ADR Assistance and Background Information:

Request Made by: <input type="checkbox"/> Parent/guardian	<input type="checkbox"/> LEA/District	Date:			
LEA/District:		School:			
Parent/Guardian:		Phone:		Email:	
SPED Administrator:		Phone:		Email:	
Name of Student:				DOB:	

Has parent attempted to resolve the matter with District/LEA Special Education Administration?

☐ Yes ☐ No

If yes, what was the outcome? _____

If no, indicate next step

☐ Referred Back to District

☐ Parent declined and requests SBCSELPA ADR assistance

Comments:

Step 2: Purpose of Meeting and Nature of the Dispute

☐ To assist the team with reaching consensus on IEP: describe area(s) of dispute below

☐ To assist the parent and LEA/District to resolve other non-IEP areas of dispute: describe below

☐ To facilitate a due process resolution session: describe area(s) of dispute below

Nature of Dispute:

- ☐ **Initial Referral/Child Find** -eligibility for special education
- ☐ **Annual IEP** – offer of services or placement
- ☐ **Triennial IEP Review** – continued eligibility or services
- ☐ **Assessment** – assessment (areas of suspected disability or findings)
- ☐ **Behavior** – functional behavioral assessment or behavior intervention plan
- ☐ **Manifestation Determination Review (MDR)** – findings
- ☐ **Infant/Toddler (Part C) to Preschool services (Part B)** - continued eligibility or services
- ☐ **Transition Services** – transition services or transition plan (age 16 or older)
- ☐ **Due Process Filing Resolution Session** – request for SBCSELPA Director to lead resolution session
- ☐ **Other:**__

Step 3: Agreement of Parties to Participate in ADR Meeting

Directions: SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** contacts parties to seek agreement for a SBCSELPA ADR facilitator to assist in the process and determine the type of meeting to be held.

Consent for SBCSELPA ADR CADRE Facilitator's assistance in resolving the dispute is as follows:

Parent: _____ Date _____
 District/LEA: _____ Date _____
 If yes, Type of Meeting: ☐ IEP Meeting ☐ Other Non IEP Meeting

If a meeting, IEP or non IEP, has already been scheduled, the time and location are listed below:

Date		Time		Location	

If agreement to participate is not provided by both parties, process stops here.

Step 4: Assignment of ADR facilitator

Directions: SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** sends a copy of this form to the SBCSELPA Director.

SBCSELPA Director reviews and assigns a SBCSELPA ADR facilitator that is willing to participate and provides this information to the SBCSELPA ~~Clerical Assistant~~ **Executive Assistant**.

Name of ADR Facilitator:

--

Step 5: Dissemination of Paperwork

Directions: SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** sends a copy of the *IEP or Non IEP Facilitators Code of Ethics (SELPA 89)* to both parties:

A copy of the *IEP or Non IEP Facilitators Code of Ethics (SELPA 89)* was provided to:

Parent: _____
 Method _____ Date _____
 District/LEA: _____
 Method _____ Date _____

Step 6: Dissemination of Form to ADR Facilitator

Directions: SBCSELPA ~~Clerical Assistant~~ **Executive Assistant** provides a copy of this form (*SELPA86*) to the assigned ADR facilitator once the case has been assigned by the SBCSELPA Director.

SECTION II: SBCSELPA ADR FACILITATED MEETING FOLLOW-UP & OUTCOMES

Step 7: SBCSELPA ADR Facilitator Follow-Up

Directions: The SBCSELPA ADR facilitator shall complete this section within two weeks of case resolution and forward to the SBCSELPA ~~Clerical Assistant~~ Executive Assistant.

- ☐ Parent consented to IEP (if applicable)
- ☐ A mutually agreeable resolution(s) to the non IEP issue(s) in dispute was achieved
- ☐ Consensus to area(s) of dispute could not be reached, and
 - ☐ Issue went forward to a Complaint at the California Department of Education
 - ☐ Issue went forward to a filing for due process with Office of Administrative Hearings
 - ☐ Other (describe):

Step 8: Participant Survey and Outcome Tracking

Directions: SBCSELPA ~~Clerical Assistant~~ Executive Assistant sends electronic evaluation form (SurveyMonkey) or *Facilitated IEP or Non IEP Evaluation Form (SELPA88)* to meeting participants within 48 hours of receiving this form (*SELPA86*) from the SBCSELPA ADR facilitator

SBCSELPA ~~Clerical Assistant~~ Executive Assistant records the participant outcome survey data.

SBCSELPA Director and ADR CADRE team reviews data a minimum of two times annually to make recommendations for future ADR program and services to LEAs/districts

SBCSELPA Director reviews annual data with special education administrators and the JPA Board.

SBCSELPA ALTERNATIVE DISPUTE RESOLUTION (ADR) MEETING PARTICIPATION GUIDELINES & CODE OF ETHICS

Terms:

SBCSELPA: Santa Barbara County Special Education Local Plan Area

IEP: Individualized Education Program

LEA: Local Education Agency

“Meeting”: IEP meeting or ADR Meeting where alternative dispute resolution may take place

Name of Student:		DOB:	
LEA/District:		School:	
Location:		Date:	

Type of Meeting: ☐ IEP Meeting

☐ Other Non IEP Meeting

SBCSELPA ADR Meeting Participation Guidelines:

It is the goal of the SBCSELPA and member LEAs/districts to promote collaborative relationships with parents/guardians to ensure that students with disabilities receive a free and appropriate education (FAPE).

If a SBCSELPA ADR facilitator provides ADR services in an IEP or Non IEP meeting it shall be understood by all parties that:

- The purpose of facilitation is to assist meeting participants to work together effectively for the benefit of the student.
- The SBCSELPA ADR facilitator shall not be asked to testify or be subpoenaed to testify about any aspects of the meeting.
- The SBCSELPA ADR facilitator agrees to confidentiality and will not voluntarily testify or report on any aspects of the meeting. Exceptions would be if there are threats of physical harm or if information related to child abuse is revealed per the responsibilities of mandated reporters.
- The LEA/school district remains responsible for the provision of the special education and related services developed through this facilitated IEP process.

SBCSELPA ADR Facilitator Code of Ethics:

1. The SBCSELPA ADR facilitator understands their role in the meeting is to facilitate participants in working collaboratively and effectively to make decisions for the benefit of the student.
2. The SBCSELPA ADR facilitator recognizes the importance of impartiality with regard to any ideas, opinions, feelings, or values expressed by any participant in attendance at the meeting and shall be committed to remaining neutral and unbiased at all times.
3. In the event that the SBCSELPA ADR facilitator has any known or possible conflicts of interest with any aspect of the meeting, he or she will inform participants and possibly excuse himself or herself from assuming a facilitator role or will disclose such possible conflict to the IEP chairperson at the earliest opportunity.
4. The SBCSELPA ADR facilitator shall safeguard the confidentiality of the student and District/Local Education Agency (LEA) for whom the meeting is being held, as well as any information of a personal nature concerning any participant at the meeting.
5. The SBCSELPA ADR Facilitator understands and agrees that they shall:
 - serve as an impartial and neutral participant;
 - sign as a meeting participant, neither approving or disapproving of the outcome of the meeting;
 - Assist meeting participants in the decision-making process by facilitating effective communication and the mutual exchange of ideas.

Adapted with Consent from *The Center for Accord, Inc.* 2016

SBCSELPA ALTERNATIVE DISPUTE RESOLUTION (ADR) FACILITATED IEP OR NON IEP EVLAUATION FORM

Facilitated IEP or Non-IEP Meeting Evaluation

1. Please indicate how much you agree or disagree with each statement...

	Strongly Disagree	Somewhat Disagree	Somewhat Agree	Strongly Agree
The facilitator fostered communication with IEP team members.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The facilitator was impartial and did not take sides.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
All members of the IEP team had an opportunity to speak and be heard.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I had a chance to express my thoughts and feelings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I feel good about the outcome of the meeting and what was accomplished.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. I am a:

- ☐ Parent/Guardian
- ☐ LEA/District Administrator
- ☐ Other (please specify)

3. Agreement was reached on:

- ☐ All of the IEP issues
- ☐ Some of the IEP issues
- ☐ None of the IEP issues

4. Would you recommend facilitation to others?

☐ Yes

☐ No

5. Do you have any other comments, questions, or concerns?

IEP and NON-IEP ADR Cadre/ FACILITATOR'S CODE OF ETHICS

PURPOSE: The purpose of this statement is to inform those participating in an ADR Cadre /facilitated IEP meeting of what they may expect from their ADR Cadre/facilitator. Adoption of this code of ethics is entirely voluntary. The requirement of, and terms of, any code of ethics are optional, at the mutual discretion of the ADR Cadre/facilitator and/or the host agency. By signing below, the ADR Cadre/facilitator freely and without coercion affirms his or her commitment to abide by the following guidelines:

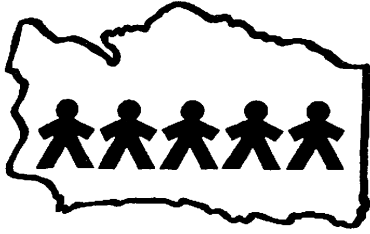
1. The purpose of individualized education program (IEP) or non IEP ADR facilitation is to assist the IEP team to work together collaboratively and effectively for the benefit of the student.
2. The ADR Cadre/facilitator recognizes the importance of impartiality with regard to any ideas, opinions, feelings, or values expressed by any participant at the IEP or non IEP ADR meeting and is committed to remaining neutral and unbiased at all times.
3. In the event that the ADR Cadre/ facilitator has any known or possible conflicts of interest with any aspect of the facilitated IEP or non IEP ADR meeting, he or she will recuse himself or herself from assuming a facilitator role or will disclose such possible conflict to the IEP chairperson at the earliest opportunity.
4. The role of the IEP or non IEP ADR Cadre/facilitator is not to give advice or make recommendations other than to possibly help to lead the team to alternative solutions, will not express opinions about what is right or wrong, and will sign only as having been a participant at the meeting, not as agreeing or disagreeing with the IEP; the ADR Cadre/facilitator's role is to help the IEP team members to draw their own conclusions by supporting their communication.
5. The ADR Cadre/facilitator brings process expertise and will share perceptions and ask questions that promote the collaborative discussion of the IEP team. He or she will not at any time provide content (subject matter) expertise but will instead encourage the team members to answer such questions for themselves or seek the advice of appropriate others who may have such information or knowledge.
6. The ADR Cadre/facilitator will not voluntarily testify or report to any authority about what took place during the facilitated IEP meeting unless one of the participants makes a threat of physical harm or reveals information of child abuse or elder abuse, or in the event that proceedings are brought against the facilitator which would require defense of his or her actions.
7. The ADR Cadre/ facilitator will safeguard the confidentiality of the student and District/Local Education Agency (LEA) for whom the IEP meeting is being held, as well as any information of a personal nature concerning any participant at the IEP meeting.
8. The District/LEA remains responsible for the provision of the special education and related services developed through the ADR/ facilitated IEP process; however, the ADR Cadre/ facilitator will have a duty to inform the IEP team if, after reasonable discussion, the IEP makes or is about to make a decision that the ADR Cadre/facilitator knows to be in violation of law or District/LEA policy.

ADR Cadre/ Facilitator's Signature

 Date

 Printed Name

Adapted with Consent from *The Center for Accord, Inc.* 2016



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

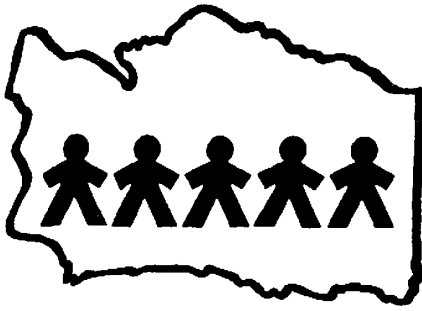
From: Ray Avila, SBCSELPA Executive Director

Re: SBCSELPA Professional Development Plan for 2021-2022

BACKGROUND:

- In past years, the JPA Board has requested the Executive Director to bring forth a SBCSELPA projected Professional Development Plan.
- Last year, the Executive Director brought forth a one-year-plan based upon Governor Newsom's recommendation that SELPA's align professional development annually to district LCAP target areas for member LEA's. This data changes from year to year.
- In the past, the Executive Director has aligned professional development to the eight LCAP targets, but not specifically to the LCAP target areas in each LEA. At the JPA board meeting on June 1, 2020 the board reviewed and had discussion regarding the one-year plan.
- In preparation for the 2021-2022 SBCSELPA Professional Development plan, the SBCSELPA Executive Director and Coordinator will obtain Special Education Plans (SEP) and local performance data from member LEA's. In addition, feedback for future professional development will occur via a survey process from Special Education Administration and staff based on the needs of all Special Education students and their Related Services.
- Survey data and evaluations from the 2021-2022 SBCSELPA Professional Development offerings will identify needs for future professional development.
- The JPA board will be presented with evaluation data and a SBCSELPA 2021-2022 Professional Development Plan for review and discussion at the June 7, 2021 meeting.

RA/JC:lm



Santa Barbara County
Special Education Local Plan Area
 A Joint Powers Agency

Date: May 3, 2021

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: May 2021 Professional Development Offerings

➤ To Register go to <https://sbcselpa.k12oms.org/>

MAY 2021

March	Host	Time/ Location	Title
5/4/2021	SBCSELPA	4:00-5:00 Zoom All County	SELPA-Bration 2nd Annual Award Night
5/4/2021	SBCSELPA	TBD Zoom All County	Creating a Culture of Wellness: How to Intentionally and Meaningfully Support Staff Well-Being
5/6/2021	SBCSELPA	8:30-3:00 Zoom	One-Day Initial , Nonviolent Crisis Prevention Intervention
5/10/2021	SBCSELPA	1:00-3:00 Zoom All County	GROW Summit for all GROW Classrooms
5/11/2021	SBCSELPA	TBD Zoom All County	Creating a Culture of Wellness: How to Intentionally and Meaningfully Support Staff Well-Being
5/13/2021	SBCSELPA	8:30-3:00 Zoom	One-Day Refresher , Nonviolent Crisis Prevention Intervention
5/17/2021	SBCSELPA	1:00-3:00 Zoom All County	GROW Summit for all GROW Classrooms
5/18/2021	SBCSELPA and SBCEO	1:00-3:00 Zoom All County	Teaching Screen Readers such as JAWS, NVDA and Chromevox to Children with Visual Impairments
5/19/2021	SBCSELPA and C.A.P.T.A.I.N.	2:00-3:30 Zoom All County	Evidence Based Practices in Autism by C.A.P.T.A.I.N.

Professional Development Offerings 2020-2021



Santa Barbara County
Special Education Local Plan Area
SELPA
(UPDATED APRIL 2021)

Professional Development Offerings

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This Professional Development Offerings Booklet is updated monthly.

Santa Barbara County Special Education Local Plan Area

SELPA

The Santa Barbara County Special Education Local Plan Area (SBC SELPA) is a Joint powers Agency mandated to govern and facilitate special education programs administered by the Local Education Agencies (LEAs)/school districts within Santa Barbara County.

Santa Barbara County Special Education Local Plan Area (SBC SELPA) provides an array of services to the 20 school districts and 4 charter schools throughout Santa Barbara County. These services include the following:

- Oversight and case management for students placed in residential treatment nonpublic schools (NPSs)
- Wraparound social work services
- Coordinates student mental health IEP related services and NPS placements for LEAs
- Provides BCBA behavioral consult services to LEAs
- Provides educational audiologist consult services to LEAs
- Coordinates with private schools for the support of Child Find and Individual Service Plans (ISPs)
- Allocates funding for special education services
- Providing training opportunities for LEA staff, parents, and community
- Allocates and manages low incidence equipment and services funding
- Develops and governs Local Plan special education policy and procedures for participating LEAs
- Engages in interagency agreements with agencies such as Tri-Counties Regional Center and California Children's Services (CCS)
- Establishes a Community Advisory Committee (CAC) that advises the governing board and assists in parent and school education
- Provides Medical Therapy Units (MTUs) for CCS
- Provides Alternative Dispute Resolution (ADR) to LEAs/ districts and parents/guardians
- Provides advisement specific to federal and state special education law
- Provides advisement from State SELPA
- Maintains the Local Plan, Procedural Handbook, and website www.sbcselpa.org for Santa Barbara County SELPA

The Law

The Individuals with Disabilities Education Act (IDEA) and California special education laws guarantee all students with disabilities a Free, Appropriate Public Education (FAPE) in the least restrictive environment. The SBC SELPA and its member districts do not discriminate on the basis of race, color, national origin, religion, sex, or disability in educational programs and activities or employment practices, as required by Title 6 of the Civil Rights Act of 1964, Title 9 of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.

Child Find

Special education programs are available to all eligible students with disabilities, ages 0-22 in Santa Barbara County. The Child Find mandate applies to all children who reside within a State, including children who attend private schools and public schools, highly mobile children, migrant children, homeless children, and children who are wards of the state. (20 U.S.C. 1412(a)(3)) This includes all children who are suspected of having a disability, including children who receive passing grades and are "advancing from grade to grade.

All individuals with disabilities residing in the state, including pupils with disabilities enrolled in Elementary and Secondary schools and Private schools, including parochial schools, regardless of the severity of their disabilities, and who are in need of special education and related services, will be identified, located and assessed as required in each district. SBC SELPA, in partnership with the local school districts and county office shall establish written policies and procedures for screening, referral assessment, identification, planning, implementation, review, and three-year triennial assessment for all children who reside in the State of California who are suspected of having a disability. Section 1412 of Title 20 of the U. S. Code.

District Special Education Programs

Adelante Charter School	805-966-7392
Ballard School District	805-688-4222
Blochman Union School District	805-922-0334
Buellton Union School District	805-688-4222
Carpinteria Unified School District	805-684-7657
Cold Spring School District	805-964-4711
College School District	805-922-0334
Cuyama Joint Unified School District	805-922-0334
Family Partnership Charter School	805-686-5339
Goleta Union School District	805-681-1200
Guadalupe Union School District	805-343-2114
Hope School District	805-682-2564
Lompoc Unified School District	805-742-3300
Los Olivos School District	805-688-4222
Manzanita Public Charter School	805-734-5600
Montecito Union School District	805-964-4711
Orcutt Union School District	805-938-8960
Santa Barbara Charter School	805-967-6522
Santa Barbara Unified School District	805-963-4331
Santa Maria Bonita School District	805-928-1783
Santa Maria Joint Union High School District	805-922-4573
Santa Ynez Valley Union High School District	805-688-4222
Solvang School District	805-688-4222
Vista del Mar Union School District	805-688-4222

About Professional Development Offerings

Professional Development Offerings are the creation of a survey and direct input from Directors and Special Education Leadership. Each year, the Professional Development offerings are reviewed/revised with District and County Special Education Leadership and staff to ensure all topics emphasize student, district, and the county needs. Presenter (s), dates/times, and locations are subject to change based on staff attendance and venue availability.

How to Schedule a Professional Development Offering

Mini Professional Development Offerings individualized to each district request.

1. Districts: contact Jennifer Connolly at jconnolly@sbceo.org to request the Professional Development topic.
 - Propose dates/time, location
 - Requests must be in writing via email, received a month in advance.
2. The presenter(s) to be contacted by Jennifer Connolly with the Professional Development topic (s) and proposed dates. Presenter (s) will affirm date, location, and time.
3. Districts will receive confirmation of Professional Development date (s), location, and presenter name (s) and presenter (s) contact information within five business days of the request.
4. The Professional Development event to be added to the OMS calendar for tracking purposes.
5. Attendance: Participants of the Mini Professional Development events do not have to register on OMS.

District Special Education Director or Leadership team encourages participants to attend events. District Special Education Director or Leadership team to confirm number of attendees with presenter (s) for handouts.

6. Presenter (s) subject to change due to unforeseen emergencies.
7. District venues subject to change due to number of participants for Professional Development.
8. If more than one district requests the same topic on the same day, event may include more than one district.

Large Professional Development Offerings for North, Mid, South County

1. Access the SBC SELPA OMS system at <https://sbcselpa.k12oms.org/>
2. If registrant does not have an account, create an OMS account.
3. Select the link on the calendar and complete the registration.
4. No Phone Registrations

2020-2021 Professional Development Calendar of Events by the Month

Presentations are free unless indicated. To Register go to

<https://sbcseelpa.k12oms.org/>

This Professional Development Offerings Booklet is updated monthly.

August

August	Host	Time/ Location	Title
8/6/2020	SBCSELPA	8:30-3:00 Zoom, North SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
8/11/2020	SBCSELPA	1:30-3:00 Zoom All County	SIRAS Summer Updates: review of new SIRAS features developed over the summer.
8/12/2020	SBCSELPA	8:30-3:00 Zoom All County	Introduction to G.R.O.W. for new staff and new programs.
8/19/2020	SBCSELPA	1:00-2:00 Zoom G.R.O.W Programs	G.R.O.W for Elementary Programs (For T.L.P. programs only)
8/20/2020	SBCSELPA	1:00-2:00 Zoom G.R.O.W Programs	G.R.O.W for Middle School Programs (For T.L.P. programs only)
8/21/2020	SBCSELPA	1:00-2:00 Zoom G.R.O.W Programs	G.R.O.W for High School Programs (For T.L.P. programs only)
8/25/2020	SBCSELPA	1:30-3:00 Zoom All County	(Repeated) SIRAS Summer Updates: review of new SIRAS features developed over the summer. Open to All Staff!
8/26/2020	SBCSELPA	1:00-2:00 Zoom G.R.O.W Programs	G.R.O.W for Elementary Programs (For T.L.P. programs only)
8/27/2020	SBCSELPA	1:00-2:00 Zoom G.R.O.W Programs	G.R.O.W for Middle School Programs (For T.L.P. programs only)
8/27/2020	SBCSELPA	8:30-3:00 Zoom, South SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
8/31/2020	SBCSELPA	2:00-3:00 Zoom All County	Digital Tools for Distance Learning

2020-2021 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselfpa.k12oms.org/>

September

September	Host	Time/ Location	Title
9/3/2020	SBCSELPA	8:30-3:00 Zoom, North SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
9/8/2020	SBCSELPA and C.A.P.T.A.I.N.	2:00-4:00 Zoom All County Administrators	C.A.P.T.A.I.N. California Autism Professional Training and Information Network an Introduction for all county Administrators
9/10/2020	SBCSELPA	1:00-2:30 Zoom All County	SIRAS for Translators
9/14/2020	SBCSELPA	2:00-3:00 Zoom All County	Virtual Classroom Platforms/ Zoom and Google Classroom
9/15/2020	SBCSELPA	2:00-4:00 Zoom All County Administrators	Conscious Discipline Modules an Introduction for all county Administrators
9/16/2020	SBCSELPA	1:30-3:00 Zoom Nurses	Nurses Network
9/17/2020	SBCSELPA	8:30-3:00 Zoom, South SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
9/21/2020	SBCSELPA	8:30-12:30 Zoom All County ADMIN, Clerks, CALPADS	Fall 1 Review with Brian Marcontell from SIRAS
9/21/2020	SBCSELPA	1:00-2:00 Zoom All County OTs	All County Occupational Therapist Network Meeting
9/21/2020	SBCSELPA	2:00-3:00 Zoom All County	Digital Tools: Attendance/Tracking Tools/Instructional Assessment Tools
9/22/2020	SBCSELPA	2:00-4:00 Zoom All County Administrators	Trauma Informed Education for All County Administrators
9/22/2020	SBCSELPA	2:00-4:00 Zoom All Moderate/Severe Teachers	All County Moderate/Severe Teachers Network Meeting 2:00-2:30 Preschool 2:30-3:00 Elementary 3:00-3:30 High School
9/23/2020	SBCSELPA	2:00-3:00 Zoom All SLPs	All County Speech and Language Pathologists Network Meeting
9/28/2020	SBCSELPA	2:00-3:00 Zoom All County	Digital Tools: Communication tools.
9/29/2020	SBCSELPA	2:00-4:00 Zoom	All County Mild/Moderate Teachers Network Meeting 2:00-2:30 Preschool

		All Mild/Moderate teachers	2:30-3:00 Elementary 3:00-3:30 High School
9/30/2020	SBCSELPA and C.A.P.T.A.I.N.	2:00-3:30 Zoom All County	Evidence Based Practices in Autism by C.A.P.T.A.I.N.

2020-2021 Professional Development Calendar of Events by the Month

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October

October	Host	Time/ Location	Title
10/1/2020	SBCSELPA	8:30-3:00 Zoom, North SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
10/6/2020	SBCSELPA	2:00-4:00 Zoom All County Administrators	What is SBCSELPA? Updates on Distance Learning in Special Education for all county Administrators
10/7/ 2020 - 10/8/2020	SBCSELPA & Lindamood- Bell	12:00-3:30 Zoom Days 1 & 2 of four afternoons workshops	Lindamood-Bell presents Visualizing and Verbalizing: one seat free per district.
10/13/2020	SBCSELPA and Agency Partners	1:00-3:00 Zoom All County	(Postponed to a later date) North County Transition Fair
10/14/2020 - 10/15/2020	SBCSELPA & Lindamood- Bell	12:00-3:30 Zoom Days 3 & 4 of four afternoons workshops	Lindamood-Bell presents Visualizing and Verbalizing: one seat free per district.
10/16/2020	CCASP	9:00-12:00 Zoom provided by CCASP	Central Coast School Psychologists Presents: Legal Updates by Wes Parsons from F3. Registration http://ccasponline.org
10/19/2020	SBCSELPA	12:00-1:00 Zoom All BCBAs	All County BCBAs Network Meeting
10/20/2020	SBCSELPA	3:00-4:00 Zoom All OTs	OT Network Meeting
10/21/2020	SBCSELPA and C.A.P.T.A.I.N.	2:00-2:30 Zoom All County	Evidence Based Practices in Autism by C.A.P.T.A.I.N.
10/22/2020	SBCSELPA	8:30-3:00 Zoom, South SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
10/23/2020	SBCSELPA	2:00-3:00	SLP Network Meeting

		Zoom All SLPs	
10/27/2020	SBCSELPA	3:00-4:00 Zoom All County	SELPA-Bratton Awards
10/28/2020- 10/29/2020	SBCSELPA	1:30-3:30 Zoom All County	Dyslexia Training Institute

2020-2021 Professional Development Calendar of Events by the Month

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November

November	Host	Time/ Location	Title
11/3/2020	SBCSELPA	8:30-11:30 All county	Jan Tomsy Legal 'Hot Topics in Special Education'
11/3/2020	SBCSELPA	2:00-2:00 All M/M Teachers	Mild/Moderate Teachers Network Meeting
11/4/2020	SBCSELPA	2:00-3:00 All M/S Teachers	Moderate/Severe Teachers Network Meeting
11/5/2020	SBCSELPA	8:30-3:00 Zoom, North SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
11/19/2020	SBCSELPA	8:30-3:00 Zoom, South SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention

2020-2021 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

December

December	Host	Time/ Location	Title
12/2/2020	SBCSELPA	2:00-3:30 Zoom All County	Moderate/Severe Teachers Network Meeting
12/3/2020	SBCSELPA	2:00-3:00 Zoom All County	Mild/Moderate Teachers Network Meeting
12/8/2020	SBCSELPA	2:00-3:00 Zoom All County	Speech and Language Network Meeting

12/9/2020	SBCSELPA and C.A.P.T.A.I.N.	2:00-3:30 Zoom All County	Evidence Based Practices in Autism by C.A.P.T.A.I.N.
12/10/2020	SBCSELPA and Southern CA Diagnostic Center	12:00-3:00 Zoom Provided by SCADC	Autism Spectrum Disorder (ASD): What Every Para educator Should Know (For Para educators working with students with ASD)
12/14/2020	SBCSELPA	2:00-3:00 Zoom All County	OT Network Meeting

2021 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

January

January	Host	Time/ Location	Title
1/20/2021	SBCSELPA and Southern CA Diagnostic Center	8:30-3:00 Zoom	Patterns of Strengths and Weaknesses, presented by the Diagnostic Center, Southern California
1/21/2021	SBCSELPA and Southern CA Diagnostic Center	2:00-3:30 Zoom provided by SCADC	Battery Not Included: Assessing Complex Communication Needs of Students Who Cannot Access Formalized Testing (For SLPs)
1/25/2021	SBCSELPA	2:00-3:00 Zoom All County	Occupational Therapy Network Meeting
1/26/2021	SBCSELPA	2:00-3:00 Zoom All County	Moderate/Severe Teacher Network Meeting
1/27/2021	SBCSELPA	2:00-3:00 Zoom All County	Mild/Moderate Teacher Network Meeting
1/28/2021	SBCSELPA	2:00-3:00 Zoom All County	Speech and Language Network Meeting
1/28/2021	SBCSELPA	8:30-3:00 Zoom North SBC	One-Day Initial , Nonviolent Crisis Prevention Intervention- without the physical units.

2021 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

February

February	Host	Time/ Location	Title
2/3/2021	SBCSELPA	2:00-3:30 Zoom All County	Traumatic Brain Injury (TBI)
2/9/2021	SBCSELPA	2:00-3:00 Zoom	Assistive Technology Services Overview for Occupational Therapists
2/16/2021	SBCSELPA	2:00-3:00 Zoom All County	Assistive Technology Services Overview for Speech and Language Pathologists
2/17/2021	SBCSELPA	1:00-3:00 Zoom All County	SIRAS Updates with Michael Brown
2/23/2021	SBCSELPA and Southern CA Diagnostic Center	12:00-3:30 Zoom Provided by SCADC	Ensuring Successful Transition to Adulthood for Students with Moderate to Severe Disabilities (For Educators, Program Specialists, Admin., Parents)
2/23/2021	SBCSELPA	2:00-3:00 Zoom	Assistive Technology Services Overview for Moderate/Severe Teachers
2/23/2021	SBCSELPA and Southern CA Diagnostic Center	Zoom Time 9:00-2:00 by Coach	Patterns of Strengths and Weaknesses Coaching with Amy Taylor
2/24/2021	SBCSELPA and C.A.P.T.A.I.N.	2:00-3:30 Zoom All County	Evidence Based Practices in Autism by C.A.P.T.A.I.N. (Cohort 2)
2/25/2021	SBCSELPA	8:30-3:00 Zoom South SBC	One-Day Refresher, Nonviolent Crisis Prevention Intervention
2/25/2021	SBCSELPA and Southern CA Diagnostic Center	Zoom Time 9:00-2:00 by Coach	Patterns of Strengths and Weaknesses Coaching with Amy Taylor

2020-2021 Professional Development Calendar of Events by the Month

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March

March	Host	Time/ Location	Title
3/2/2021	SBCSELPA	2:00-3:00 Zoom	Assistive Technology Services Overview for Mild/Moderate Teachers
3/3/2021	SBCSELPA	2:00-3:00 Zoom All County	Expanding Students' Language Access in Proloquo2Go
3/4/2021	SBCSELPA	8:30-3:00 Zoom or In Person North SBC	One-Day Initial , Nonviolent Crisis Prevention Intervention
3/4/2021	SBCSELPA	2:00-3:00 Zoom All County	Expanding Students' Language Access in Proloquo2Go
3/11/2021	SBCSELPA	2:00-3:00 Zoom All County	Teaching and Modeling AAC in the Classroom
3/16/2021	SBCSELPA and Southern CA Diagnostic Center	Zoom	Patterns of Strengths and Weaknesses Coaching with Amy Taylor
3/18/2020	SBCSELPA and Southern CA Diagnostic Center	12:00-3:00 Zoom provided by SCADC	Still Not Producing: Assessment and Intervention for Executive Function Difficulties (For Psychologists, Educators)
3/18/2021	SBCSELPA	8:30-3:00 Zoom or In Person South SBC	One-Day Initial , Nonviolent Crisis Prevention Intervention

2020-2021 Professional Development Calendar of Events by the Month

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April

April	Host	Time/ Location	Title
4/1/2021	SBCSELPA	4:00-5:00 Zoom	UCLA Extension Pathways Program Presentation for Transitional Age Students, Parents, Guidance Counselors, School Psychologists, Educators, Agencies
4/13/2021	SBCSELPA	2:00-3:30 Zoom All County D/HH	No Limits for Deaf Children (for all Specialists working with D/HH)
4/14/2021	SBCSELPA	2:00-3:00 Zoom	Mild/Moderate Special Education Teachers Network Meeting
4/15/2021	SBCSELPA	8:30-3:00 Zoom	One-Day Initial, Nonviolent Crisis Prevention Intervention
4/15/2021	SBCSELPA	2:00-3:00 Zoom	Adaptive P.E. Teachers Network Meeting
4/15/2021	SBCSELPA	4:00-5:00 Zoom	Taft College Presentation for Transitional Age Students, Parents, Guidance Counselors, School Psychologists, Educators, Agencies
4/19/2021	SBCSELPA	2:00-3:00 Zoom	Occupational Therapy Network Meeting
4/20/2021	SBCSELPA and Southern CA Diagnostic Center	Zoom 1:30-3:30	Patterns of Strengths and Weaknesses Coaching with Amy Taylor
4/21/2021	SBCSELPA	2:00-3:00 Zoom	Moderate/Severe Special Education Teachers Network Meeting
4/21/2021	SBCSELPA	4:00-5:00 Zoom	UC Davis Redwood SEED Program Presentation for Transitional Age Students, Parents, Guidance Counselors, School Psychologists Educators, Agencies
4/22/2021	SBCSELPA	2:00-3:00 Zoom	Speech and Language Pathologist Network Meeting
4/23/2021	SBCSELPA and SBCEO	1:00-3:00 Zoom All County Vision	Teaching Screen Readers such as JAWS, NVDA and Chromevox to Children with Visual Impairments
4/27/2021	SBCSELPA	Time to be determined	Creating a Culture of Wellness: How to Intentionally and Meaningfully Support Staff Well-Being
4/28/2021	SBCSELPA and CCASP	All County 8:30-10:30	Legal Updates with Jan Tomsky

		Zoom	
4/29/2021	SBCSELPA	4:00-5:00 Zoom	Fresno State Wayfinders Program Presentation for Transitional Age Students, Parents, Guidance Counselors, School Psychologists Educators, Agencies

2020-2021 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

May

May	Host	Time/ Location	Title
5/4/2021	SBCSELPA	4:00-5:00 Zoom All County	SELPA-Bration Annual Awards Night
5/4/2021	SBCSELPA	TBD Zoom All County	Creating a Culture of Wellness: How to Intentionally and Meaningfully Support Staff Well-Being
5/6/2021	SBCSELPA	8:30-3:00 Zoom All County	One-Day Initial, Nonviolent Crisis Prevention Intervention
5/10/2021	SBCSELPA	1:00-3:00 Zoom All County	GROW Summit for all GROW Classrooms
5/11/2021	SBCSELPA	TBD Zoom All County	Creating a Culture of Wellness: How to Intentionally and Meaningfully Support Staff Well-Being
5/13/2021	SBCSELPA	8:30-3:00 Zoom	One-Day Refresher, Nonviolent Crisis Prevention Intervention
5/17/2021	SBCSELPA	1:00-3:00 Zoom All County	GROW Summit for all GROW Classrooms
5/18/2021	SBCSELPA and SBCEO	1:00-3:00 Zoom All County Vision	Teaching Screen Readers such as JAWS, NVDA and Chromevox to Children with Visual Impairments
5/19/2021	SBCSELPA and C.A.P.T.A.I.N.	2:00-3:30 Zoom All County	Evidence Based Practices in Autism by C.A.P.T.A.I.N.

Professional Development Event Descriptions by Topic



Administrators

SBCSELPA Administrators Academy

Administrators Academy is designed to provide information to new or existing school leaders and Administrators on compliant best practices in special education including topics related to the Annual Performance Indicators Report (PIR) Targets. Sections of the Santa Barbara County SELPA Local Plan and Procedural Handbook will be discussed. Participants will have the opportunity to ask questions and discuss a variety of issues.

The six topics presented on Tuesdays from 2:00-4:00 in the month of September for Administrators Academy will be the following:

- 1. August 25: SIRAS Updates*
- 2. September 1: G.R.O.W.
(G.R.O.W. Growth Mindset, Resilience, Other Centered, Work Ethic)*
- 3. September 8: C.A.P.T.A.I.N: California Autism Professional Training and Information Network*
- 4. September 15: Conscious Discipline Modules, an introduction.*
- 5. September 22: Trauma Informed Practices for Schools*
- 6. October 6: What is SBCSELPA? Special Education and Distance Learning*

Assessment

Patterns of Strengths and Weaknesses (PSW)

A Pattern of Strengths and Weaknesses (PSW) is one of the three methods school districts may use when determining a student's eligibility under Specific Learning Disability (SLD) category. As opposed to the discrepancy model, which informs the team if a student is performing more poorly than expected, PSW seeks to determine why, thus effectively linking assessment to intervention. Participants will be presented with information necessary to understand, interpret, and apply the PSW model to SLD eligibility in order to be consistent with California Special Education law. The different ways of qualifying for SLD will also be presented along with why PSW evolved.

Assistive Technology

Assistive Technology Services Overview

Lisa Foote, SBCSELPA AT/AAC Specialist will orient you to the new SBC SELPA AT/AAC Specialist supports and assessment referral process. Each session will be targeted for a specific group of IEP team members and discuss their collaborative roles in the consideration of AT and/or AAC supports for students in special education as well as touch on aspects of the principles of Universal Design for Learning (UDL) and the Student-Environment-Task-Tool (SETT) framework to guide the consideration of students' need for Assistive Technology.

Consecutive Tuesdays:

- February 9th- Occupational Therapists
- February 16th- Speech Language Pathologists
- February 23rd- Moderate/Severe SPED Teachers
- March 2nd- Mild/Moderate SPED Teachers

Expanding Students' Language Access in Proloquo2Go

Lisa Foote, SBCSELPA AT/AAC Specialist presents on tips and tricks for expanding students' language access in Proloquo2Go. Do you have students who currently use Proloquo2Go with limited vocabulary and function? Have they been using the same set up for multiple years? Do you feel limited or overwhelmed by how to use it with your students? Come to one or both of these sessions to explore ways to expand student language access specifically within Proloquo2Go. Learn how to incorporate and build routines for AAC aided language stimulation within the classroom and/or therapy session. Please attend with a device installed with Proloquo2Go for best learning outcomes.

Dates: Wednesday March 3rd, Thursday March 4th, 2:00-3:30 pm

Teaching and Modeling AAC Language in the Classroom

Lisa Foote, SBCSELPA AT/AAC Specialist presents tips on how you can provide Aided Language Stimulation in the classroom to expand the language access and support students who use AAC throughout the day with the S'MORRES model and "core words" approach. Learn how to incorporate both low-tech and high-tech AAC in your classroom, and what AAC strategies can best fit your teaching style, your student population, and classroom culture. This session will help you to go beyond just using AAC language for highly structured and routine activities such as calendar/weather/greetings and basic student request/choices functions. Please bring a device installed with any type of AAC software for best learning outcomes.

Date: Thursday, March 11th 2:00-3:00

Autism

ADOS Autism Diagnostic Observation Schedule (TBD)

The Autism Diagnostic Observation Schedule (ADOS) is an instrument for assessing Autism Spectrum Disorder. The protocol consists of a series of structured and semi-structured tasks that involve social interaction between the examiner and the individual under assessment. The examiner observes and identifies the potential diagnosis of classic Autistic Disorder or related autism spectrum disorders, allowing a standardized assessment of autistic symptoms. Each subject is administered activities from just one of the four modules. The selection of an appropriate module is based on the developmental and language level of the referred individual. Module 1 is used with children who use little or no speech. Subjects that do use phrase speech but do not speak fluently are administered Module 2. Module 3 is for younger subjects who are verbally fluent. Module 4 is used with adolescents and adults who are verbally fluent.

Evidence Based Practices in Autism by C.A.P.T.A.I.N.

C.A.P.T.A.I.N. (California Autism Professional Training and Information Network) is dedicated to providing statewide access to training and resources in Evidence Based Practices (EBPs) that are culturally sensitive, family centered, cost effective, and competency based. Supporting locally based trainings with trainers of trainers at the local level. Emphasizing how to use EBPs to assist students in accessing the California Common Core State Standards and developing College and Career Readiness. Providing ongoing training, support, and technical assistance to implement EBPs and ensure fidelity of implementation. Supporting the development of local multiagency collaborations to support consistent use of EBPs. In addition to providing web based access to materials and resources that are vetted and aligned with current EBPs.



Behavior

Behavior Series

Data Collection in Special Education

In this training, participants will have the opportunity to learn about the most common types of data systems used in special education programs (e.g., frequency, duration) and how different IEP goals require different types of data collection. Particular attention will also be given to how to accurately collect ABC data and participants will have opportunities to practice this through case examples and group activities.

Understanding the Functions of Behavior

The focus of this training will be helping participants learn that behaviors are information and serve a number of different functions. Once functions are understood then skills can be developed that allow students to navigate through struggles in a more adaptive manner.

Fundamentals of Behavior

To help educational staff broaden their understanding of “behaviors” in students, this training will introduce them to the science of behavior, including the neuro-biological cycle of behavior that is true for all human beings. Additionally, information related to ACES, trauma, learning challenges, and chronic stress experiences will be presented to help participants examine their own narratives about behaviors in students.

De-Escalation Strategies: Guiding Principles and Next Steps

In this training, participants will have the opportunity to learn guiding principles for de-escalating students during behavioral/emotional responses and the importance of proactive strategies to mitigate escalation cycles.

Behavior Intervention Plans (BIP) (TBD)

SELPA PENT Cadre members will take participants through all the steps of a behavior intervention planning process.

Multi-Tiered System of Supports for Behavior and Social Success

The implementation of school-wide classroom and research-based positive behavior emotional supports promotes successful social and learning outcomes. In this training, a practical application for social/emotional supports to be discussed. Resources for implementing behavior and social/emotional interventions at each tiered level will encompass this training.



College Presentations:

Taft, UCLA Pathways, UC Davis SEEDS, and Fresno Wayfinders Programs

Four weeks of presentations from Taft, UCLA Pathways, UC Davis SEEDS, and Fresno Wayfinders Programs sharing information with students of Transitional Age of the residential, educational supports for students interested in college after high school. Parents, students, Guidance Counselors, School Psychologists, Agencies and all Educators invited to attend the one hour presentations.

Crisis Prevention

Nonviolent Crisis Prevention Intervention:

One-Day Refresher:

The One-Day Refresher Course is designed for persons who need to re-certify and have already taken the Initial Course and received certification.

Investment: \$20 for Staff and Parents of students attending public school within Santa Barbara County, \$30 all other participants.

One-Day Initial:

The One-day Initial Course is designed for school staff working with students who have the potential for demonstrating “acting out” behavior.

Investment: \$20 for Staff and Parents of students attending public school within Santa Barbara County, \$30 all other participants.

Conscious Discipline Modules

Developed by Dr. Becky Bailey, watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program. At the end of the module, a facilitated discussion will take place to review the information covered.



Digital Tools for Distance Learning

The Digital Tools for Distance Learning four days offers the participant a look at various helpful methods for teaching on a digital platform. During the four Monday's, participates will become familiar with the following:

Day 1: Monday, August 31, 2:00-3:00: Digital Tools for Distance Learning, an overview

Day 2: Monday, September 14, 2:00-3:00: Virtual Classroom Platforms/ Zoom/ Google Classroom

Day 3: Monday, September 21, 2:00-3:00: Attendance/ Tracking tools/ Instructional Assessment Tools

Day 4: Monday, September 28, 2:00-3:00: Communication Tools

Southern California Diagnostic Center Trainings

****Please follow the steps on the flyer for registration for Diagnostic Center Events. All Diagnostic Center Trainings are prerecorded. A Zoom link will be sent to participants via the Southern California Diagnostic Center.**

A-4: December 10 12:00-3:00 Autism Spectrum Disorder (ASD): What Every Para educator Should Know.

An overview of autism spectrum disorder (ASD) and practical information para educators can use for effective teaching. Strategies and behavior supports will be discussed and include visual pacing and closure systems, schedules, prompting hierarchies, and reinforcement principles.

Audience: Para educators working with students with ASD.

R-1: January 21 (Time TBD) Battery Not Included: Assessing Complex Communication Needs of Students Who Cannot Access Formalized Testing

Meaningful assessment is an essential first step toward appropriate goals and intervention. However, not all students are responsive to a standard testing approach (e.g., formal test battery dependent on verbal/motor responses). Students with severe and multiple disabilities often experience complex communication disorders which are inseparable from learning and behavior. Students who live in complex bodies present a challenge in determining a consistent and purposeful response pattern to even begin testing. This training will explore the selection and use of appropriate assessment tools designed to assess a student who cannot access traditional measures. The emphasis will be on utilizing multiple assessment procedures that reveal the student's strengths and reliable abilities. Participants will gain knowledge of interdisciplinary assessment practices, communication domains to assess, and how to modify existing tools to gain a clearer picture of a student's communication and learning profile.

Audience: Speech-language pathologists. If an attendee is not a speech-language pathologist, they need to attend with an SLP from their district to facilitate appropriate teaming. For example, school psychologists, childhood special education teachers, and/or occupational therapists who are qualified to conduct AAC assessments for their school district.

S-2: February 23 12:00-3:30 Ensuring Successful Transition to Adulthood for Students with Moderate to Severe Disabilities

This training will focus on facilitating successful movement from school to post-secondary activities (e.g., integrated employment if applicable, independent living and community participation) for students with moderate to severe disabilities.

Movement to postsecondary activities is guided by the student's strengths, preferences, and interests. Critical to the success of this process is: 1) determining students' developmental profile, 2) translating students' developmental profile into postsecondary activities and goals, and 3) lining up postsecondary activities and goals with Indicator 13 and evidence-based Transition practices and predictors for success. Case studies and visual supports will be used to demonstrate application of practices.

Audience: Secondary Special educators, program specialists, administrators, and parents.

R-3: March 18 12:00-3:00 Still Not Producing: Assessment and Intervention for Executive Function Difficulties

The purpose of this training is to present an advanced overview of the professional field's current thinking about the role and complexity of executive functioning, the process of measuring executive functioning through multiple means, and ways to apply assessment results to real world supports and interventions. Methods of supporting students' executive function system within the school environment will be discussed.

Audience: School psychologists and anyone with knowledge of psychological tests and psychometrics. Participants should have a basic understanding of executive functioning.



G.R.O.W: G.R.O.W. Growth Mindset, Resilience, Other Centered, Work Ethic (For Therapeutic Learning Programs (T.L.P.):

Introduction to G.R.O.W. for new programs and staff

Participants will receive an overview of the G.R.O.W. program, learning about everything from the foundational principles to the specific program components. Through direct instruction, videos, group discussion, and in-vivo practice of skills, participants will learn the science behind the program as well as how put it into practice in the classroom. Although this training is for staff who are new to the G.R.O.W. program, all are welcome to participate.

Skill-Building Sessions

Participants in the G.R.O.W. Skill-Building Sessions can expect to take a deeper dive into the program components covered in the G.R.O.W. Summit. With facilitation, participants will engage in small group role-play activities in order to practice the skills taught in the session. Additionally, participants will have the opportunity to connect and consult with the G.R.O.W. learning community in

order to learn from others' successes and problem-solve barriers to program implementation.

GROW Summit

Wow, it's been A YEAR. Take a deep breath (or three) and come join us as we check-in and review how far we've come with G.R.O.W. during the 2020-2021 school year. You'll have an opportunity to connect with your colleagues from around the county and to share in your successes and challenges in program implementation. As always, this is a space where you have permission to feel and to "grow" along with us in our journey to create the therapeutic wellness model that is G.R.O.W. We look forward to "seeing" you there!

5/10/21, 1:00 – 3:00 PM

5/17/21, 1:00 – 3:00 PM

Audience: Any and all staff who work in and/or support G.R.O.W. programs within SBCSELPA.



Health

Nurses Network

All countywide nurses are welcome to the Nurse's Network. This two hour network meeting will provide nurses a chance to collaborate on current changes in school health with COVID-19.



Network Meetings

Network Meetings are scheduled meetings with staff that serve students in a similar way. Network meetings is a time for Teachers, Speech and Language Pathologists, Occupational Therapists, Adapted P.E. Teachers, School Psychologists, Nurses, and BCBAs to collaborate on topics of their profession. Meetings to occur throughout the year each month.



Legal

Jan Tomskey ‘Hot Topics in Special Education’

*Jan E. Tomskey is a partner at Fagen, Friedman, & Fulfroft, LLP, serving clients from the Oakland office. A nationally recognized leader in special education law, Ms. Tomskey has represented school district clients in mediations and due process hearings, as well as in special education-related litigation in both state and federal courts and in the Ninth Circuit Court of Appeals. Her expertise in special education matters has helped scores of districts to address issues and resolve disputes in this specialized field. Additionally, Ms. Tomskey has assisted districts in countless student expulsion hearings, particularly those that involve complex or sensitive issues, and has successfully defended districts’ decisions on appeal to county boards and in court. A popular speaker, Ms. Tomskey is asked to present throughout the country on education and the law. She frequently presents for the Association of California School Administrators, LRP’s national Institute (focusing on legal issues related to educating students with disabilities), the LRP Special Education School Attorneys Conference, and the LRP Directors’ Summit. Ms. Tomskey is the author of *Personal Liability for IDEA Violations: Where the Courts Stand*, and was a contributing author to *The Administrator’s Guide to Building and Maintaining a Comprehensive Autism Program* and *IDEA Due Process Survival Guide*, all of which are LRP publications. Ms. Tomskey presents ‘Hot Topics in Special Education.’*



Reading

Dyslexia Training Institute

The Dyslexia Training Institute (DTI) will present a four hour training (2 two hour sessions) on how to identify dyslexia characteristics, student needs and appropriate interventions. The training will include a case study.

Day One Objectives include:

- *When and why to include dyslexia in an IEP or 504Plan*
- *How to identify dyslexia characteristics in a school psych report*
- *How to identify dyslexia characteristics in student work samples*
- *How to identify student needs based on data from school psych report and student work samples*

Day Two Objectives include:

- What instructional components should remediation include in the areas of decoding, encoding, comprehension and written composition
- Accommodations - what are appropriate & how to support students in using them.

Cost: FREE for four hours of training.

Lindamood- Bell: Visualizing and Verbalizing

The Visualizing and Verbalizing program develops concept imagery- the ability to create an imaged gestalt from language as a basis for comprehension and higher order thinking. The development of concept imagery improves reading and listening comprehension, memory, oral vocabulary, critical thinking, and writing.

Includes Kit.

Related Services

CCASP Symposium October 16, 9:00-12:00

Legal Updates: *The law requires that districts reassess a student with a disability at least once every three years, when a student's changed needs merit a reassessment or upon parental or teacher request. Keeping in mind the backlog of reassessments facing most districts as a result of COVID-19 closures, our presentation focuses on the essentials of a compliant and defensible reassessment. Drawing practical lessons from recent decisions, we will discuss the review of existing data, the observation component, assessment reports and much more. Wesley B. Parsons Presents from Fagan, Friedman, and Fulfrost.*

Registration on <https://ccasponline.org>

Audience: School Psychologists, Speech and Language Pathologists, and Special Education Teachers.

Cost: \$10 for CCASP Members, \$35 for Non-Members.



Creating a Culture of Wellness: How to support Intentionally and Meaningfully Support Staff Well- Being

Alison Lindsay presents to Site Administrators, Special Education Administrators, Coordinators, Program Specialists, Superintendents, and Assistant Superintendents.

Now more than ever, school staff – from teachers to paraprofessionals to office personnel – need to feel connected to and supported by their school family. This past year has taken a toll on everyone and has highlighted the need to intentionally and meaningfully support the social-emotional wellness not only of

our students, but also of our staff. After all, if our staff don't have the skill set needed to regulate their own emotions, how are they able to teach it to students?

In this three part workshop, we will cover the concept of emotional intelligence, how to use these skills to enhance and promote the wellness of the educators you support, and most importantly, how to cultivate it within yourself in order to be a more effective leader. Together, we will review your existing staff wellness practices, discuss new ideas to enhance these practices, and build new practices that lend themselves to the improvement of staff well-being, and in turn, student well-being and school climate. We hope you'll join us!

***Please plan to attend all three workshops as the content and discussion will build from week to week. Looking forward to seeing you there!*

April 27 May 4, May 11, 1:00-2:00

SELPA-Bratton

The FIRST Annual SELPA-Bratton Awards honors ten staff county wide for their hard work and dedication to students in Special Education. Please join us in honoring ten very deserving recipients.

Second Annual SELPA-Bratton May 4, time to be announced.

SIRAS

Summer Updates in SIRAS

SIRAS Systems provides 'Summer Updates' information to all staff sharing the new procedures and forms created over the summer. All staff are invited to this one-hour virtual training.

Introduction to SIRAS for New Staff:

An introduction to SIRAS Systems and IEP writing is provided in this two-hour training. Participants will learn how to schedule a meeting, complete IEP forms, work with Goal Wizard, and how to complete the meeting to be finalized in SIRAS. Training intended for new staff.

SIRAS for Translators:

In this training, SIRAS will provide training to staff involved with translating IEP's into Spanish. A systematic approach will be shown to bilingual staff in how to log into SIRAS, translate each IEP document in SIRAS into Spanish, and

how to verify and finalize the changes in SIRAS to send documents home to families.

Social Emotional: Relational Scaffolding: Developing Trust-Based Learning Relationships

Drawing from foundations of interpersonal neurobiology, applied developmental attachment, and specific communication skills; participants will gain a functional understanding of how educators can best utilize relationships with their students to support social-emotional development, academic access, and a culture of emotional inclusion.



Transition

Transition Fairs

Transition Fair offers families of students transitioning from middle school to high school and high school and beyond the opportunity to talk and gain resources from local agencies and services.

Traumatic Brain Injury

Dr. Jarice Butterfield, Former SBCSELPA Director, Certified Brain Injury Specialist. and author of the Traumatic Brain Injury Added-Authorization through California's Teacher Credentialing presents current information on TBI. Dr. Butterfield is also the author of recent book published on Meeting the Needs of Students with TBI in Education.

‘Mini’ LEA Professional Development Topics Available Upon Request

Contact Jennifer Connolly jconnolly@sbceo.org to book a FREE presentation.

Behavior Series

Data Collection in Special Education

In this training, participants will have the opportunity to learn about the most common types of data systems used in special education programs (e.g., frequency, duration) and how different IEP goals require different types of data collection. Particular attention will also be given to how to accurately collect ABC data and participants will have opportunities to practice this through case examples and group activities.

Understanding the Functions of Behavior

The focus of this training will be helping participants learn that behaviors are information and serve a number of different functions. Once functions are understood then skills can be developed that allow students to navigate through struggles in a more adaptive manner.

Fundamentals of Behavior

To help educational staff broaden their understanding of “behaviors” in students, this training will introduce them to the science of behavior, including the neuro-biological cycle of behavior that is true for all human beings. Additionally, information related to ACES, trauma, learning challenges, and chronic stress experiences will be presented to help participants examine their own narratives about behaviors in students.

De-Escalation Strategies: Guiding Principles and Next Steps

In this training, participants will have the opportunity to learn guiding principles for de-escalating students during behavioral/emotional responses and the importance of proactive strategies to mitigate escalation cycles.

G.R.O.W. Skill-Building Sessions

Participants in the G.R.O.W. Skill-Building Sessions can expect to take a deeper dive into the program components covered in the G.R.O.W. Summit. With facilitation, participants will engage in small group role-play activities in order to practice the skills taught in the sessions. Additionally, participants will have the opportunity to connect and consult with the G.R.O.W. learning community in order to learn from others' successes and problem-solve barriers to program implementation.

Dates:

Elementary Programs (Wednesdays, August 19-October 21)

Middle School Programs (Thursdays, August 20-October 22)

High School Programs (Fridays, August 21- October 23)

Self-Care for the Educator

Self-Care for Educators provides a time to reflect on your own mental health so that you can more effectively support students. In the course of our work, we are confronted with the challenging aspects of life. As Educators, we are asked to “do more with less,” and work within uncertain funding and restrictive policy contexts. The circumstances the youth of today bring to school often impacts not only our teaching but takes a toll on the school as a whole. Practicing self-care is an important activity that will help you cognitively, physically, and emotionally “bounce back” each day over the long term.

Parent Support

Mental Health for Families: Supporting the Mental Health of Families and Caregivers during Distance Learning

A presentation of self-care practices during times of acute and chronic stress for parents/guardians/caregivers. In addition, a resource for parents/guardians/caregivers to help support the children in their home during this time of distance learning.

SIRAS

Introduction to SIRAS for new employees

New Staff will learn the how to maneuver through SIRAS and how to create an IEP in SIRAS.

SIRAS updates

The new features in SIRAS created during the summer 2020 to be reviewed in this one and a half hour training.

Advanced Refresher

The Goal Wizard, Service Logs, and Progress Reports to be reviewed in this one and a half hour training.

SIRAS Updates (February)

Michael Brown, SIRAS Systems, will take staff through procedures of how to conduct Transition Meetings in SIRAS, rolling over data to the next year, electronic signature, and answer questions and answers.

Trauma Informed Practices for Schools

Our schools daily must demonstrate cultural humility and responsiveness to youth and their families. In this training, participants will gain an understanding of trauma and stress on the youth of today and their families. Participants will also examine their own perspectives that they may bring to their work places. Topics of safety and predictability and today's varying family dynamics brought to schools will be discussion points. Participants will explore how to support diverse populations, social emotional learning, and provide resilience.

Crisis and Triage: Supporting a Community of Safety and Welfare for Students (and Staff!)

Participants will gain a functional understanding of basic crisis and triage principles in the contexts of both individual and community support systems, and as they apply to the role educators hold in the lives of youth. Participants will have the opportunity to bolster their crisis response with tools and perspective to support students, colleagues, and themselves.

Conscious Discipline Modules

1. Introduction to Conscious Discipline Modules

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) Program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.

2. *Conscious Discipline Modules: “Consequences”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: *Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.*

3. *Conscious Discipline Modules: “Creating the School Family”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: *Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.*

4. *Conscious Discipline Modules: “Assertiveness”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: *Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director*

5. *Conscious Discipline Modules: “Choices”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: *Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.*

6. *Conscious Discipline Modules: “Becoming Brain Smart, Parts 1 and 2”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.

7. *Conscious Discipline Modules: “Composure”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.

8. *Conscious Discipline Modules: “Empathy”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.

9. *Conscious Discipline Modules: “Positive Intent”*

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.

10. Conscious Discipline Modules: “Encouragement”

Staff will, with a facilitator; watch a series of training modules on Conscious Discipline, an evidence-based, trauma-informed social-emotional learning program, developed by Dr. Becky Bailey. At the end of the module, a facilitated discussion will take place to review the information covered.

Targeted Audience: Any staff supporting a G.R.O.W. (TLP, TLC, STEPS, etc.) program: Teacher, Mental Health Therapist, School Psychologist, Site Administrator, BCBA, paraprofessional, Program Coordinator, Special Education Director.

LEA Scheduled 'Mini' Trainings for 2020/2021

August

Date	LEA	Topic
August 3:	SBCEO	Introduction to SIRAS
August 5:	Guadalupe	Facilitated IEP Meetings
August 8:	Orcutt	Introduction to SIRAS
August 13	Lompoc	Introduction to SIRAS
August 14:	Lompoc	Introduction to SIRAS
August 17:	SBUnified	Introduction to SIRAS
August 18:	SBCEO	CPI Refresher
August 18:	Hope	Self-Care for the Educator
August 18:	SYVSEC	Behavioral Foundations for Starting the School Year
August 19:	Hope	Behavior
August 20:	Guadalupe	SIRAS Service Logs and Electronic Signature form
August 24:	Hope	CPI (refresher)
August 25:	SYVSEC	Assuming Positive Intention: What This Is & How to Use Self-Management to Apply It
August 26:	Carpinteria	Moving Forward with Conscious Discipline & Behavior

September

Date	LEA	Topic
September 1	SB PIC Interns	SIRAS Beginners Workshop

October

Date	LEA	Topic
October 5	SMB	SIRAS IEP at a Glance
October 6	Buellton	Understanding Brain States and Coaching Strategies
October 14	SYHS	Understanding Brain States and Coaching Strategies
October 16	Carpinteria	SIRAS Beginners Workshop
October 19	SMB	SIRAS Beginners Workshop
October 21	Manzanita	Understanding Brain States and Coaching Strategies
October 22	SBCEO	SIRAS Beginners Workshop

October 28	SBCEO Youth Empowerment Summit: Relational Scaffolding: Developing Trust-Based Learning Relationships
October 28	Buellton Oak Valley: Cultivating a Positive School Culture and Emotional Well Being
October 28	Buellton Jonata Jr. High School: Cultivating a Positive School Culture and Emotional Well Being
October 28	Functions of Behavior for NPS/A
October 28	Behavior 101 for NPS/A

November

November 2	Orcutt	Accommodations, Modifications, and Grading
November 2	SBUSD	GROW
November 2	Lompoc	SIRAS Beginners Workshop
November 3	Lompoc	GROW
November 4	Hope	GROW Consult/PD
November 5	SBUSD	GROW
November 6	SMBSD	GROW
November 9	SBUSD	GROW
November 10	Lompoc	GROW
November 13	SMJUHSD	GROW
November 13	SBPIC	Relational Scaffolding: Developing Trust-Based Learning Relationships
November 16	SBUSD	GROW
November 17	Lompoc	GROW
November 18	SYV Consortium	GROW
November 18	Lompoc	GROW
November 19	SBUSD	GROW
November 20	SMBSD	GROW

December

December 1:	Lompoc	GROW
December 2:	Lompoc	GROW
December 3:	Lompoc	GROW
December 3:	SBUSD	GROW
December 4:	SMJUHSD	GROW

December 7: SBUSD GROW

December 8: LUSD GROW

January

January 8: SBCEO Transitional Youth Services Program Special Education 101

January 12: Guadalupe Behavior Training

January 13: SYV Consortium Introduction to Conscious Discipline

January 20: SYV Consortium Introduction to Afirm Modules

January 21: SBUSD GROW

January 22: LUSD GROW

January 22: SMBSD GROW

January 26: SMJUHSD GROW

January 26: LUSD GROW

January 27: SYV Consortium First Steps in Teaching Functional Communication Skills

January 27: Hope School District

January 27: LUSD GROW

January 27: SBUSD GROW

January 28: SBUSD GROW

January 28: LUSD GROW

January 29: SBUSD GROW

January 29: SMBSD GROW

February

February 1: Trauma Informed Schools for CAC

February 2: SBUSD GROW

February 2: LUSD GROW

February 3: LUSD GROW

February 4: SBUSD GROW

February 4: SBUSD GROW

February 5: SMBSD GROW

February 9: SMJUHSD GROW

February 9: LUSD GROW

February 10: Hope MH PD

February 10: LUSD GROW

February 11: SBUSD GROW

February 16: LUSD GROW

February 16: SBUSD GROW

February 18: SBUSD GROW

February 19: SMBSD GROW

February 23: SMJUHSD GROW

February 23: LUSD GROW

February 24: LUSD GROW

February 24: Carpinteria MTSS, Counseling Services and Interventions

February 25: SBUSD GROW

March

March 1, 8, 22, 29 Cuyama Unified School District CPI Training

March 1, 8 Santa Ynez Consortium (OV, SY Elementary, Middle, SYUHSD)
Introduction to Brain States: Why We Need to Know This

March 3, 10 Carpinteria (Aliso)
Introduction to Brain States: Why We Need to Know This

March 3 SYV Consortium (Oak Valley)
CAPTAIN EBPs: Functional Communication

March 3 LUSD GROW

March 9 SMJUHSD GROW

March 10 LUSD GROW

March 11 SBUSD GROW

March 12 GUSD GROW

March 15, 22 SYV Consortium (OV, SY Elementary & Middle, SYVUHSD)
How Our Default Lens Impacts The Way We Support Students & How We Can
GROW A More Adaptive Lens

March 16 SBUSD GROW

March 16	Goleta Brain Based Behavioral Perspectives and Support Strategies
March 17	LUSD, GROW
March 17, 31	Carpinteria (Aliso)
March 23	SMJUHSD, GROW
March 23	SBUSD, GROW
March 24	LUSD, GROW
March 29	SYV Consortium (Oak Valley, SY Elementary & Middle, SY High)
	Minding Our “Words”: How We Speak About Student Behavior Matters
March 30	SBUSD, GROW
March 30	LUSD, GROW
March 31	LUSD, GROW
March 31	SBUSD

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SBCSELPA Executive Director

ravila@sbceo.org**Thank you to all of our Presenters, Teams, and Cadre for your time and positive energy!**

Available Resources

OMS Calendar of Events

<https://sbcselpa.k12oms.org/>

Professional Development

SBCSELPA Local Plan

www.sbcselpa.org

Educators, Parent Resources

SBCSELPA Procedural Handbook

www.sbcselpa.org

Educators, Parent Resources

Special Education Parent Handbook

www.sbcselpa.org

Parent Resources

<https://www.sirassystems.org>

What are all these IEP Documents? Parent Questions for an IEP

www.sbcselpa.org

Parent Resources

<https://www.sirassystems.org>

Turning 3: Transition from Early Start to Preschool

www.sbcselpa.org

Parent Resources

<https://www.sirassystems.org>

SIRAS Systems (IEP development)

<https://www.sirassystems.org>

Educators Resources

SBCSELPA YouTube Channel for all trainings

Santa Barbara SBCSELPA Conference Room

bhelt@sbceo.org

To book Santa Barbara SBCSELPA Conference Room

Professional Development Locations for Larger Events

North: Santa Maria Bonita Souza Center: 708 Miller St. Santa Maria, CA 93454

Mid- County: Buellton Recreation Center: 301 2nd St. Buellton, CA 93427

South: SBCSELPA Conference Room: 5385 Hollister Avenue Building 5 Santa Barbara, CA 93111

Zoom Conferencing

This Professional Development Offerings Booklet is updated monthly.

APPROVED
02/01/2021



SANTA BARBARA COUNTY SELPA
Community Advisory Committee (CAC)
Regular Meeting
Monday, December 7, 2020
Public Session 9:30 a.m. – 11:30 a.m.
Via ZOOM – Meeting ID: 987 3664 3573

Minutes

Members Present: Rebecca Atkinson
Dena Davis
Karla Curry, Chair
Sucari Epps
Frances Evans
Abraham Garcia
Jamie Johnson
Joe Ledoux
Amanda Lopez-Soliz
Nathan Moreno
Mariana Murillo
Sonia Morison
Chail Norton
Sarah Rodriguez
Catherine Spencer
Eva Soohoo
Deneice Tell
Carolyn Williams
Alana Yamamoto

Members Absent: Norma Cabello
Karen Ebner
Christine Emanuel
Nina Esquivias
Montserrat Garcia
Stacey Hansen
Jestin St. Peter

Others Present: Jennifer Connolly
Lindsay MacDonald
Rosy Bucio
Natalie Facio-Leon
Kirsty Kenny
Alison Lindsey

I. PUBLIC SESSION

A. Call to Order

Karla Curry, Chairperson, called the meeting to order at 9:33 a.m.

B. Roll Call

Lindsay MacDonald took roll call.

C. Flag Salute

Karla Curry led the assembly in the Pledge of Allegiance.

D. Welcome Guests

Karla Curry introduced Jesus “Chuy” Alvarez-Cajero, Senior from Carpinteria High School, who joined the meeting as an Adult/Student representative. There were no other guests present.

II. PUBLIC COMMENTS

There were no public comments.

III. APPROVAL OF ADDITIONAL EMERGENCY ITEMS

There were no emergency items presented.

SBCSELPA CAC
MINUTES OF DECEMBER 7, 2020 REGULAR MEETING

IV. **CONSENT AGENDA ITEMS**

A. **Minutes of October 5, 2020 Regular Meeting**

Recommendation: The CAC approve Consent Agenda Item A as presented.

Motion to Approve: Abraham Garcia **Second:** Sucari Epps

The CAC was satisfied; there were no questions or comments.

Vote: 18 – 0. The motion passed with CAC Representatives Rebecca Atkinson, Dena Davis, Karla Curry, Sucari Epps, Frances Evans, Abraham Garcia, Jamie Johnson, Joe Ledoux, Amanda Lopez-Soliz, Nathan Moreno, Mariana Murillo, Sonia Morosin, Chail Norton, Sarah Rodriguez, Catherine Spencer, Eva Soohoo, Deneice Tell, Carolyn Williams and Alana Yamamoto voting in favor; none opposed and no abstentions.

V. **ITEMS SCHEDULED FOR INFORMATION/DISCUSSION/ADVISEMENT**

A. **Questions from October 5, 2020 CAC meeting.**

The Committee was satisfied; there were no questions or comments.

B. **SBCSELPA 2020-2021 Professional Development Calendar/Offerings**

1. **SBCSELPA Offerings Booklet (Updated November 2020)**

Jennifer Connolly reviewed the professional development calendar for December 2020 and January 2021. The calendar of events is updated monthly, and she highlighted that all the trainings are free. Jennifer shared that in December she is working with the moderate to severe teachers, speech and language therapists, OTs and mild to moderate teachers, she has been meeting with these groups the last few months to create a network of collaboration and time together. Additionally, Jennifer highlights C.A.P.T.A.I.N. which focuses on trainings for staff regarding students with autism; Southern California Diagnostic Center who offers pre-recorded free trainings and then staff has until June to watch the trainings. The agenda includes the professional development booklet which is continuously updated. The Committee was satisfied; there were no questions or comments.

***Sonia Morison** joined the meeting at 9:50 a.m. via Zoom.

C. **SBCSELPA JPA Board Regular Meeting Minutes Summary**

1. **August 31, 2020 JPA Board Meeting**

2. **November 2, 2020 JPA Board Meeting**

Jennifer Connolly reviews the JPA Board minutes are provided for information to the CAC to see what the JPA Board is doing. Jennifer highlighted in the August 2020 meeting minutes that SBCSELPA has hired Lisa Foote the new Assistive Technology/Augmentative and Alternative Communication Specialist (AT/AAC). Additionally, the SB County Superintendents have been meeting weekly since March 2020 when everything closed to discuss the status of the pandemic and working as a collective to support our staff, students, and families during this time. Jennifer highlighted information regarding nonpublic school (NPS) students and placements from the November 2020 meeting minutes. The November minutes also focus on compliance and mention that 19 of our 25 LEAs have been targeted by CDE for compliance items that they need to work on. These districts have put together a Special Education Plan (SEP) to address the compliance concerns. Lastly, Jennifer shares that the SBCSELPA Local Plan and Procedural Handbook have been reviewed, revised, and updated as directed by the CDE this year. The Committee was satisfied; there were no questions or comments.

SBCSELPA CAC
MINUTES OF DECEMBER 7, 2020 REGULAR MEETING

D. SIRAS Newsletters

- 1. October 2020, Vol. 16**
- 2. November 2020, Vol. 17**

Karla Curry reviews the recent SIRAS newsletters that are shared in this agenda. SIRAS is the Special Education management system that houses all the districts individualized education plans. Jennifer Connolly puts together these newsletters for all the service providers, teachers, and administrators monthly to keep everyone updated as to what is happening in SIRAS. The Committee was satisfied; there were no questions or comments.

E. 2021 SELPA-Bratton Announcement and Information

1. Nomination Form

Karla Curry shares that this is the announcement of the 2020-2021 SELPA-Bratton and the nomination forms are available online this year. This is a time to honor those outstanding individuals who have gone above and beyond to represent their students, families, and school sites. The event will be held on May 4, 2021 this year. Jennifer Connolly reminds everyone that if they were unable to attend last year's SELPA-Bratton you can access the recording of the event on the SBCSELPA YouTube channel. The Committee was satisfied; there were no questions or comments.

F. CAC Project Updates/Discussion

- 1. Transition from Post-Secondary to Adult Guide**
- 2. Newsletter (gathered from all LEAs) quarterly, CAC News**

Karla Curry initiates the discussion of the CAC project for this year, highlighting the 2 projects that the group had narrowed it down to. Lindsay MacDonald shared that she created a padlet with the prior annual CAC projects, the link was shared:

https://padlet.com/mslatterselpa4200/CAC_Annual_Projects .

Jennifer Connolly reviews and shares what previous CAC projects have included. Jennifer's first year being on CAC the group created a Parent IEP Handout, that included suggestions of questions parents should ask during an IEP, available in both English and Spanish. IEP meetings can be overwhelming for families and so they created a cheat sheet of thought-provoking questions. Staff can share the handout with families before their IEP meeting, it is also on the SIRAS website.

Secondly, the CAC worked on revising and updating a transitional booklet, Turning 3, for our students moving from Early Start to Preschool. This was an old document that Jennifer inherited which had been created by partners in Tri-Counties Regional Center and a few other agency partners, however, it was outdated and so the CAC updated the document and had it translated into Spanish.

Lastly, last year to accompany the revision of the Local Plan and the Procedural Handbook Jennifer worked to recreate and update the Special Education Parent Handbook. This handbook has an abundance of resources for families, this should be handed out by case managers and support services at the initial IEP as well as the tri-annual IEP. The CAC was a huge help in the revision of this handbook. The hope is that the CAC can annually create something that we support our districts with that we can share with staff and families.

Karla and Jennifer open the conversation to the group so that they can further discuss project thoughts and suggestions for the 2020-2021 CAC group. Sucari Epps asked if we are looking to choose between the 2 projects and/or add on additional projects and work, she wanted some clarification on time and focus. Karla responded that we are looking to focus on 1 project, and it has been narrowed down to the 2 options we have discussed. Sucari comments that the work that might be needed is the transitional guide as the CAC has completed a guide for one population already and

SBCSELPA CAC
MINUTES OF DECEMBER 7, 2020 REGULAR MEETING

F. CAC Project Updates/Discussion (*continued*)

so it might be good to do similar work for another population to have a complete set of toolkits. Dena Davis asked if there was mention in the parent handbook of questions parents might have as their children transition from elementary to junior high level, and junior high to high school, those mini transitions. Jennifer responds confirming that there are not any suggested questions that parents might have during these other transition times. Dena went on to comment then that brings up her idea/suggestion regarding questions parents might have that are not being answered before their student enters jr. high, so she imagined creating something like the IEP Handout for those smaller leaps in their education, because this is a major change for these students. Karla comments that possibly we can include a chapter in the guide about transitioning from elementary to middle and then middle to high school, because best practice when you look at transition is to start looking at it in the middle school age.

Jennifer moves on to discussing the actual creating of the guide rather than just talking about ideas by suggesting we set aside some time to work on this project outside of the regular CAC meeting time. Possibly creating an ad hoc committee that meets for a half an hour after the meeting to develop Dena's idea of some questions that would be on the mind of a parent, child, or professional at those transition ages she suggested. We could create a bank of questions and answers in a document to start by doing that this year and sharing that, this would be a doable project. The idea of the guide Karla suggested could be something we foster in the next couple years and this question-and-answer document would be something we would include in that. Lastly, Jennifer confirms that there is a consensus among the group to have this be the project. The Committee was satisfied; there were no further questions or comments.

VI. PRESENTATIONS

A. An Introduction to G.R.O.W.

Presenters: Alison Lindsey, SBCSELPA Mental Health Specialist & Rosy Bucio, SBCSELPA BCBA

Jennifer Connolly introduces Alison Lindsey and Rosy Bucio and the G.R.O.W. program that they facilitate around the county. Alison & Rosy present a PowerPoint presentation that is a general overview of what the G.R.O.W. program is and what it does, there are 19 of these classrooms across the county. G.R.O.W. is a therapeutic wellness framework designed to serve students who have difficulty accessing their education due to their emotional and behavioral needs. They also share the link to the G.R.O.W. website that contains all the information about the program, <https://growsbcselpa.wixsite.com/mysite-1> . The Committee was satisfied; there were no questions or comments.

B. SBCSELPA Wraparound – Self-care for Parents & Caregivers during a pandemic

Presenters: Kirsty Kenny & Natalie Facio-Leon, SBCSELPA WRAP AROUND Services Facilitators

Karla Curry introduces Kirsty Kenny and Natalie Facio-Leon who are SBCSELPA WRAP AROUND service providers, they specifically work with students with IEPs that have the qualifiers of emotional disturbance (ED). Kirsty & Natalie present a PowerPoint presentation that they collaborated on which is being offered as a mini-PD through the SBCSELPA. The presentation is designed with parents, guardians, and caregivers in mind during this pandemic, hoping to help guide families during this stressful time by using psychoeducation to talk about the variety of ways this global pandemic may be affecting each family member. Natalie shares that this presentation will soon be offered in a Spanish version. The Committee was satisfied; there were no questions or comments.

SBCSELPA CAC
MINUTES OF DECEMBER 7, 2020 REGULAR MEETING

VII. MISCELLANEOUS AGENDA ITEMS

A. CAC Member Sharing

Karla Curry opened the meeting up for member sharing:

- Dena Davis shared that the CPAC group has met once in SBUSD, this is the staff and parent advisory committee with representatives from all the schools. Shared that it has been a time to listen to how it is going for parents and families and they feel that the leaders and the districts are listening to families and they appreciate the flexibility of teachers and the communication has seemed to be good between all parties.
- Catherine Spencer from TCRC offered to share as a community agency representative, the entire agency is still working remotely, their transition team will be going from 3 to 1 in the beginning of the year due to 2 members being out on maternity leave.
- Sarah Rodriguez shared as a school psychologist from Santa Ynez Valley, regarding assessments and how they are going and being done. Confirmed they are doing in-person assessments as needed and seems to be working out well.
- Mariana Murillo shared as a representative from Alpha Resource Center and a parent, many of the staff continue to work from home while still trying to support the families with information and resources. Have been getting a lot of calls from parents about issues with zoom and their students' classes, it is very hard for many students and many challenges for everyone causing behavior issues. Alpha continues to support the families and communicate with the school districts regarding the concerns and challenges, they provide information regarding food bank flyers because of the financial crisis many are experiencing. Alpha is still hosting their parent groups through zoom, but the attendance has gone down because of all the other things that are going on.

The Committee was satisfied; there were no further questions or comments.

B. Next Scheduled CAC Meeting: **February 1, 2021, 9:30 - 11:30 a.m.**
Via Zoom due to COVID-19

Karla Curry reminded everyone that we are looking for districts to volunteer to bring a student to each meeting, we are trying to get a student who can eventually join on as a representative. Jennifer Connolly reminds everyone that at the February meeting we will have our nominations for the SELPA-bration award winners, and she is hoping that a group of CAC members can stay after the meeting to form an ad hoc committee to review the nominations and vote on the winners. The Committee was satisfied; there were no further questions or comments.

VIII. ADJOURNMENT

Sucari Epps motioned for adjournment and Abraham Garcia seconded the motion to adjourn the meeting at 11:05 a.m. The motion passed unanimously; none opposed and no abstentions.

****Attached is the Zoom Chat transcript**

SBCSELPA CAC
MINUTES OF DECEMBER 7, 2020 REGULAR MEETING

ZOOM MEETING INFORMATION:

Topic: CAC Meeting

Time: Dec 7, 2020 09:30 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98736643573?pwd=Nk1iZGJhL2VkU3lzVnNHWEh4OEVaZz09>

Meeting ID: 987 3664 3573

Passcode: 2WiSQ5

One tap mobile

+16699009128,,98736643573#,,,,,0#,,729869# US (San Jose)

+13462487799,,98736643573#,,,,,0#,,729869# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 987 3664 3573

Passcode: 729869

Find your local number: <https://zoom.us/u/acWCqNkMhk>

12/7/2020 CAC Meeting – ZOOM CHAT TRANSCRIPT

09:43:12 From chuy : hi

09:43:37 From Dr. Sucari Epps : he may need to test his audio

09:44:56 From Dena Davis : Hi Chuy! How cool that you are here!

09:45:43 From chuy : thanks for having me here

09:49:59 From Dena Davis : My son has also been diagnosed with autism. I'm looking forward to learning more about CAPTAIN from Gina Stabile soon.

10:02:23 From Abraham : That's awesome!

10:05:54 From Dena Davis : I meant to look at that, Lindsay. I had an idea for a project but not sure I can help at this time.

10:08:11 From Lindsay MacDonald : https://padlet.com/mslatorselpa4200/CAC_Annual_Projects

10:08:22 From Lindsay MacDonald : This is the link to the CAC annual project padlet

10:08:55 From Amanda : Thank you!

10:18:33 From Dena Davis : Or what would the case managers like parents to be thinking about?

10:19:11 From Dena Davis : Short and sweet for sure!

10:20:18 From Dena Davis : Yes, SBUSD does as well.

10:22:05 From Dena Davis : I personally like FAQ's.

10:33:44 From Dena Davis : All educators need this perspective and training. :)

10:35:26 From Jennifer Connolly, Coordinator SBCSELPA : Yes Dena this is an amazing program. Both Alison and Rosy train all county not only GROW programs too.

10:36:19 From Dena Davis : <3

10:37:37 From Jennifer Connolly, Coordinator SBCSELPA : All of the GROW trainings are on our SBCSELPA YouTube channel

10:37:54 From Dena Davis : That is so awesome, Jennifer!

10:43:04 From Dr. Sucari Epps : what is the password to enter the site?

10:43:10 From Alison Lindsey : Thank you for having us! Here are our emails:

10:43:15 From Alison Lindsey : alindsey@sbceo.org

10:43:23 From Alison Lindsey : rbucio@sbceo.org

10:44:36 From Catherine Spencer : i will need to log off in about 10 minutes to deal with some agency covid stuff. thank you so much for having me:)



SANTA BARBARA COUNTY SELPA
Community Advisory Committee (CAC)
Regular Meeting
Monday, February 1, 2021
Public Session 9:30 a.m. – 11:30 a.m.
Via ZOOM – Meeting ID: 949 1913 5189

Minutes

**Members
Present:**

Rebecca Atkinson
Dena Davis
Karla Curry, **Chair**
Sucari Epps, **Vice Chair**
Frances Evans
Nina Esquivias
Montserrat Garcia
Jamie Johnson
Joe Ledoux
Amanda Lopez-Soliz
Nathan Moreno
Sonia Morison (Arrived at 10:04 a.m.)
Mariana Murillo
Chail Norton
Sarah Rodriguez
John Schettler
Catherine Spencer
Eva Soohoo
Carolyn Williams
Alana Yamamoto

**Members
Absent:**

Norma Cabello
Karen Ebner
Christine Emanuel
Abraham Garcia
Stacey Hansen
Sonia Morosin
Jestin St. Peter
Deneice Tell

Others Present:

Jennifer Connolly
Lindsay MacDonald
Stephan Salter
Coleen Tooley
Benjamin Davis
Megan Tice

I. PUBLIC SESSION

A. Call to Order

Karla Curry, Chairperson, called the meeting to order at 9:33 a.m.

B. Roll Call

Lindsay MacDonald took roll call.

C. Flag Salute

Karla Curry led the assembly in the Pledge of Allegiance.

D. Welcome Guests

Karla Curry introduced **Megan Tice**, TOSA from SY Consortium, and **Coleen Tooley**, Student Teacher at Orcutt Academy High School, who was accompanying Alana Yamamoto, North County Teacher CAC member. Also, **Benjamin Davis** joined the meeting as an Adult/Student representative. There were no other guests present.

II. PUBLIC COMMENTS

There were no public comments.

SBCSELPA CAC
MINUTES OF FEBRUARY 1, 2021 REGULAR MEETING

III. **APPROVAL OF ADDITIONAL EMERGENCY ITEMS**

There were no emergency items presented.

IV. **CONSENT AGENDA ITEMS**

A. **Minutes of December 7, 2020 Regular Meeting**

Recommendation: The CAC approve Consent Agenda Item A as presented.

Motion to Approve: Sucari Epps **Second:** Frances Evans

The CAC was satisfied; there were no questions or comments.

Vote: 19 – 0. The motion passed with CAC Representatives Rebecca Atkinson, Dena Davis, Karla Curry, Sucari Epps, Nina Esquivias, Frances Evans, Monserrat Garcia, Jamie Johnson, Joe Ledoux, Amanda Lopez-Soliz, Nathan Moreno, Mariana Murillo, Chail Norton, Sarah Rodriguez, John Schettler, Catherine Spencer, Eva Soohoo, Carolyn Williams, and Alana Yamamoto voting in favor; none opposed and no abstentions.

V. **PRESENTATION**

A. **Brain-Based Behavioral Perspectives and Support Strategies**

Presenter: **Stephan Salter, SBCSELPA Mental Health Specialist**

Karla Curry introduces Stephan Salter from SBCSELPA to present on Brain-Based Behavioral Perspectives and Support Strategies. Jennifer Connolly further welcomed Stephan and invited him to introduce himself and share a little about himself before starting his presentation. Stephan introduced himself and provided a summary of his background, he then presented a PowerPoint presentation on brain-based behavior. Stephan starts by emphasizing that regarding this topic our perspective of students and children is inclusive of the students own developmental experience, perspective, and process, essentially their needs, which is important, our roll needs to be very supporting in getting the students' needs met. Stephan reviewed the following topics in his presentation: The Three Brain States (conscious discipline); the Brain & Maslow's Hierarchy of Needs; Maslow Before Bloom & Bloom's Taxonomy; Brain Status & Coaching Strategies; and a summary of takeaways.

Jennifer Connolly commented that with being on a virtual platform and not being in person lately there must be an uptick in varying behaviors, and she requested that Stephan touch on that in a little more detail. Stephan responded that the body is always part of the experience, the survival brain state, so the experience of our physical body drives the fundamental of the rest of the higher order functioning's. Currently since we are virtual and operating in the higher order parts of the brain, thus the needs of our body go unmet, need to focus on the integrated expectation of ourselves.

Jennifer closed by complimenting the work that Stephan does with our students in offering extra mental health support county wide. Stephan shared that the WRAP team has been up and running, the case load has been smaller, but the severity and acuity has been higher which he attributes to the physical distance between the student and staff. Jennifer also requested that Stephan give a brief explanation of what WRAP is, Stephan explained briefly the SBCSEALPA WRAP Team and other WRAP Teams in the community, and he explained how to access SBCSELPA WRAP services. The Committee was satisfied; there were no further questions or comments.

SBCSELPA CAC
MINUTES OF FEBRUARY 1, 2021 REGULAR MEETING

VI. ITEMS SCHEDULED FOR INFORMATION/DISCUSSION/ADVISEMENT

A. Questions from December 7, 2020 CAC meeting.

Karla Curry opened the meeting to questions that may have arose after the last CAC meeting. Jennifer Connolly then reviewed how this looks like a formal agenda and meeting but as we go through each item you are more than welcome to ask questions, especially if you are new. Karla then reviewed the current CAC project in creating question and answer information for families in transition to utilize. Jennifer went into more depth regarding this year's project and how we are moving forward, referring to projects that have been done in the past by CAC. The Committee was satisfied; there were no further questions or comments.

B. SBCSELPA 2020-2021 Professional Development Calendar/Offerings

1. SBCSELPA Professional Development Offerings Booklet (Updated January 2021)

Jennifer Connolly highlighted how the SBCSELPA has been able to offer trainings online during this uncertain time, allowing us to meet a much larger audience, most of the trainings are also recorded and available on the SBCSELPA YouTube channel. Jennifer also reviewed the professional development calendar for February 2021. Additionally, the professional development booklet and calendar of events is updated monthly. Lastly, the SBCSELPA YouTube channel was shared on the screen with the group to see. The Committee was satisfied; there were no questions or comments.

C. SBCSELPA December 7, 2020 JPA Board Regular Meeting Minutes Summary

Jennifer Connolly reviews the JPA Board minutes which are provided to allow the CAC to see what the JPA Board is doing currently. Jennifer highlighted SEP and briefly gave an overview of what it is, Karla Curry also shared briefly about her experience with SEP. The Committee was satisfied; there were no questions or comments.

D. SIRAS Newsletters

1. December 2020, Vol. 18

2. January 2021, Vol. 19

Karla Curry reviews the recent SIRAS newsletters that are shared in this agenda. SIRAS is the Special Education management system that houses all the districts individualized education plans. Jennifer Connolly puts together these newsletters for all the service providers, teachers, and administrators monthly to keep everyone updated as to what is happening in SIRAS. Jennifer Connolly further reviewed that the SIRAS newsletters are there to update staff with changes in the system. The Committee was satisfied; there were no questions or comments.

E. Upcoming Election of 2021-2022 CAC Chairperson & Vice Chairperson

Karla Curry reviews that we are at that time of the year when CAC members terms expire and it is time to start the discussion of nominating the new chairperson and vice chairperson for the upcoming CAC year. Jennifer Connolly reviews what it entails to hold the position of chairperson. Jennifer shares that Sucari Epps is currently the vice chairperson and if she was interested stepping into the chairperson position for the upcoming year the group could just nominate a new vice chairperson to fill her spot. Lastly, Jennifer shared that if anyone is interested in being the upcoming chairperson or vice chairperson please contact her prior to the next meeting. The Committee was satisfied; there were no questions or comments.

SBCSELPA CAC
MINUTES OF FEBRUARY 1, 2021 REGULAR MEETING

VI. **ITEMS SCHEDULED FOR INFORMATION/DISCUSSION/ADVISEMENT** *(continued)*

F. CAC Project Updates/Discussion

1. Transition from Post-Secondary to Adult Guide

Karla Curry introduced the CAC project for this year, highlighting the project centered around students' transitions, she then turned it over to Jennifer Connolly to go into greater detail. Jennifer reviewed previous discussion regarding the specific student transitions from elementary to middle school, middle school to high school, and high school to adult services. These 3 transitions were what the group narrowed it down to and all the questions that parents and/or families have surrounding these transitions. It was previously decided that the CAC wanted to put together a document of questions that parents would want to know the answers to during the certain transitions. Jennifer compiled a google doc that compiled all the information provided to her from CAC members between now and the last CAC meeting.

Lindsay MacDonald shared the Google document on the screen during the meeting, the link is as follows:

<https://docs.google.com/document/d/1j2Ok1Zn2qdKoLG2mPqKRqhf7uwIGeFJ0o1Wc4BQUvo/edit?usp=sharing>

Jennifer reviewed the Google document and what was on it and how she had organized the information on the document. Jennifer shared that CAC member, Jamie Johnson, assisted by making draft brochures for each of the 3 transitions and shared them with the group. Jamie took the questions and answers that were compiled on the Google document and put them on the appropriate brochure depending on which transition stage it spoke to, she thought this would be an easy way to present the information to parents/families. Jamie also reviewed alternative ways to present the information on the brochures if the CAC members wanted to discuss the presentation of the information. Carolyn Williams commented that she really thought the brochures were an excellent way to share the information with parents. Sucari Epps commented that she thinks that the brochure format is an excellent way to present the information in a concise manner. Dena Davis commented about if it had been discussed to have the final brochure translated into a Spanish version as well. Jennifer responded sharing that the process would be once we decided on the final version of the brochure and then we would present the brochures to the Special Education Directors for approval and then once approved we would move forward with having the brochures translated into a Spanish version. Jennifer concluded the discussion by stating that there seems to be a consensus that the group would like to move forward with the brochures and so she will form an Ad Hoc Committee to finalize which questions and answers will go on the final brochures. The Committee was satisfied; there were no further questions or comments.

VII. **MISCELLANEOUS AGENDA ITEMS**

A. CAC Member Sharing

The Committee was satisfied; there were no questions or comments.

B. Next Scheduled CAC Meeting: **April 12, 2021, 9:30 - 11:30 a.m.**
Via Zoom due to COVID-19

SBCSELPA CAC
MINUTES OF FEBRUARY 1, 2021 REGULAR MEETING

VIII. **ADJOURNMENT**

Jamie Johnson motioned for adjournment and Sucari Epps seconded the motion to adjourn the meeting at 10:54 a.m. The motion passed unanimously; none opposed and no abstentions.

***Approximately 10:30 – 11:30 a.m. - 2021 SELPA-Bratton – Nomination Review**

****Attached is the Zoom Chat transcript**

ZOOM MEETING INFORMATION:

Topic: CAC Meeting

Time: Feb 1, 2021 09:30 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94919135189?pwd=QlAxSHpvcEVRU1l5MzdkZmptL1JDZz09>

Meeting ID: 949 1913 5189

Passcode: 9ig6ne

One tap mobile

+16699009128,,94919135189#,,, *619390# US (San Jose)

+13462487799,,94919135189#,,, *619390# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 949 1913 5189

Passcode: 619390

Find your local number: <https://zoom.us/u/a0jVTteRN>

SBCSELPA CAC
MINUTES OF FEBRUARY 1, 2021 REGULAR MEETING

2/1/2021 CAC Meeting – ZOOM CHAT TRANSCRIPT

09:29:21 **John Schettler:** Good morning everyone!

09:36:37 **Chail Norton:** Chail Norton is here. I have no microphone.

09:45:21 **Dena Davis:** Will this be on pallet, Lindsay?

09:46:45 **Dr. Sucari Epps:** Is this presentation on the SELPA YouTube channel??

09:46:54 **Dr. Sucari Epps:** on its own??

09:47:51 **Jennifer Connolly, SBCSELPA:** Stephan has many versions of this. I believe one of them is on our SELPA You Tube channel. He is available to districts to share this presentation if there is a need. Contact me if you would like him to present to a district

10:00:22 **Dena Davis:** I see these survival behaviors also tied to frustration with communication, especially in a non-verbal child like my son. When he is supported in communicating with his speech device, it is helpful.

10:01:45 **Jennifer Connolly, SBCSELPA:** Yes absolutely Dena. The speech device is so important for Benjamin in helping with the communication frustrations. I am so glad he has this support!

10:10:04 **Lindsay MacDonald:** Stephan's PowerPoint that we are showing now is on the CAC padlet for today if you would like to save and download for future reference.

10:11:04 **Lindsay MacDonald:** Chail - I marked you down as present for today!

10:12:00 **Chail Norton:** awesome! thank you!

10:12:23 **Dena Davis:** This has societal implications! Can you present to the US Dept of Ed?!

10:12:49 **Chail Norton:** I'm a parent of a child who was traumatized as a child from Nicu. still seeing primal survival at age 9

10:12:50 **Dr. Sucari Epps:** AMEN Dena!!!

10:19:54 **Dena Davis:** Thank you!

10:20:18 **John Schettler:** Thank you Stephan!

10:37:28 **Megan Tice:** I need to run...thank you everyone, have a wonderful Monday!!!

10:48:47 **Eva Soohoo:** I like the bullet points!

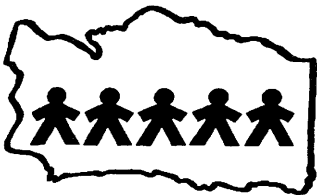
10:49:49 **Nina:** Brochure is a great idea

10:50:46 **Amanda Lopez-Solis:** I'm so sorry I have to run as well. but I would be happy to be involved and/or assist in any additional way. Have a great week.

10:53:56 **Dena Davis:** I'll try. :)

10:55:07 **Catherine Spencer:** thank you everyone, jennifer I will connect with you a bit later:)

10:55:12 **John Schettler:** Have a great week everyone!



Santa Barbara County
Special Education Local Plan Area
A Joint Powers Agency

Date: May 3, 2021
To: SBCSELPA JPA Board
From: Jennifer Connolly, SBCSELPA Coordinator
Re: Community Advisory Committee (CAC) 2020-2021 Annual Project

BACKGROUND:

- The 2020-2021 CAC annual project was to create *Transition Brochures*.
- During the February 1, 2021 CAC meeting, the CAC decided to create brochures for targeted age groups experiencing a transition.
- **Transition Age groups for the brochures were the following:**
 1. Transition from Pre-School to Elementary School
 2. Transition from Elementary School to Middle School
 3. Transition from Middle School to High School
 4. Transition from High School to Post Secondary
 5. Transition from High School to Adult Transition Program
- The five brochures were shared with LEA/district special education administrators at their April 16, 2021 SEAM meeting for feedback and approval.

JC:lm

What about Accommodations and Modifications?

Any accommodations and modifications on the IEP will be continue at the elementary school.

Accommodations are changes to the course content, teaching strategies, standards, test preparation, location, timing, scheduling, expectations, student responses, environment, etc. which provide access for a student with a disability to participate in a course/standard/test which **DO NOT** fundamentally alter or lower the standards or expectations of the course.

Typical accommodations at the elementary school level:

- ☐ Visual schedule
- ☐ Transition support
- ☐ Flexible seating
- ☐ Frequent breaks

Modifications are changes which **DO** fundamentally alter or lower standards or expectations of the course.

Work with the IEP team to anticipate the type of accommodations or modifications your child may need in elementary school.



Who do I go to for:

- ⇒ **Special Education/IEP Questions**
 - Case Manager
 - Special Ed. Department
- ⇒ **Classwork/Homework Questions?**
 - Classroom Teachers
 - Case manager
- ⇒ **Social/Emotional Supports/ Questions**
 - Case Manager
 - School Psychologist
 - Principal
- ⇒ **Health Needs**
 - School Nurse
 - Case Manager
- ⇒ **Absences**
 - Front Office

A Guide for Families of Transition Age Youth



Created by
SELPA Community Advisory Committee
2020 - 2021

**Santa Barbara County
SELPA**

5385 Hollister Ave., Bldg. 5
Santa Barbara, California 93111
(805)683-1424



How can I help prepare my student for elementary school?

Check your specific district for more information on the following.

Each district will be different, check the school website for more information.

- ⇒ Attend Kindergarten registration
- ⇒ Update immunization records
- ⇒ Attend any informational meetings for incoming students
- ⇒ Check the elementary schools website
 - Administrators/Staff
 - School Activities
 - School Calendar
 - Student Handbook
 - Student Info System
 - Parent Connections

Work with the IEP team to determine strategies to get your child oriented to the new school.

Will there be a transition meeting with my student's new school?

- ⇒ **When will the Transition IEP take place?**
 - Spring prior to the year your student will transition to Transition Kindergarten or Kindergarten
- ⇒ **Where will the Transition IEP take place?**
 - Typically, the Transition IEP will take place at your student's current school.
- ⇒ **Who will be in attendance?**
 - Parent
 - Current Case Manager
 - Service Providers (Speech, OT etc.)
 - Elementary School Special Education Teacher
 - Elementary School General Education Teacher
 - Elementary School Psychologist
- ⇒ **What will be discussed?**
 - Current services & supports
 - Recommended services & supports elementary school
 - Toileting Needs
 - Interests & hobbies of your student
 - Difficulties your student may have in school
 - What the school day will look like
 - Full Day
 - 1/2 Day
- ⇒ **Questions you might ask at the Transition IEP?**
 - Can I visit the class and meet the teacher ?
 - Is there paperwork that I will need to complete before school starts?
 - If my student receives transportation, when will I find out the schedule?
 - What supervision is on the playground at recess and lunch?
 - Will my student receive assistance with toileting if needed?



How is Elementary School different from Pre- School?

- ⇒ Academic focus of instruction
- ⇒ School day may be longer
- ⇒ Class size in a general education class is approximately 20 students
- ⇒ General education Kindergarten classes may have support from a para-education for portions of the day.
- ⇒ Program options per IEP Team decision
 - Resource level support
 - Majority of the day within the general education classroom.
 - Special Day Class
 - Majority of the day within a special education classroom.

What about Accommodations and Modifications?

Any accommodations and modifications on the IEP will be carried over to the middle school.

Accommodations are changes to the course content, teaching strategies, standards, test preparation, location, timing, scheduling, expectations, student responses, environment, etc. which provide access for a student with a disability to participate in a course/standard/test which **DO NOT** fundamentally alter or lower the standards or expectations of the course.

Typical accommodations at the middle school level:

- ☐ Extra time (particularly on tests)
- ☐ Use a written outline, review sheet or study guide
- ☐ Take exam orally
- ☐ Take test in resource room
- ☐ Increased waiting time for response to questions

Modifications are changes which **DO** fundamentally alter or lower standards or expectations of the course.

Work with the IEP team to anticipate the type of accommodations or modifications your child may need in high school.



Who do I go to for:

- ⇒ **Student Schedules Questions**
 - Case Manager
 - Special Education Dept. Chair
 - Guidance Counselor
- ⇒ **Special Education/IEP Questions**
 - Case Manager
 - Special Ed. Department
- ⇒ **Social/Emotional Supports/ Questions**
 - Case Manager
 - Special Ed. Department
- ⇒ **Health Needs**
 - School Nurse
 - Case Manager
- ⇒ **Absences**
 - Attendance Office

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How can I help prepare my student for middle school?

Check your specific district for more information on the following.

Each district will be different, check the school website for more information.

- ⇒ Attend any informational meetings for incoming students
- ⇒ Attend the middle school Open House
- ⇒ Check the middle schools website
 - Administrators/Staff
 - School Activities
 - School Calendar
 - Student Handbook
 - Bell Schedule
 - Student Info System
 - Parent Connections

Work with the IEP team to determine strategies to get your child oriented to the new school.

Will there be a transition meeting with my student's new school?

- ⇒ **When will the Transition IEP take place?**
 - Spring of the student's 5th or 6th grade year
- ⇒ **Where will the Transition IEP take place?**
 - Typically, the Transition IEP will take place at your student's current school.
- ⇒ **Who will be in attendance?**
 - Parent
 - Student
 - Current Case Manager
 - Principal or Assistant Principal
 - Service Providers (Speech, OT etc.)
 - Middle School Special Education Teacher
- ⇒ **What will be discussed?**
 - Current services & supports
 - Recommended services & supports for high school
 - Difference between elementary school & middle school
 - Interests & hobbies of your student
 - Difficulties your student may have in school
 - Course & Elective options
 - Create a tentative schedule
- ⇒ **Questions you might ask at the Transition IEP?**
 - Does the elementary school offer visits to the middle school before the end of the school year?
 - Is there paperwork that I will need to complete before school starts?
 - When does my student pick up their class schedule?
 - Is there a PE uniform?
 - Will my child receive an agenda?



Are there opportunities for social interactions outside of the classroom?

All schools welcome students of all abilities to participate in extra curricular activities including clubs. Please see the school website for further details on different clubs and the possibility of sports.

How is Middle School different from Elementary School?

- ⇒ Opportunity for clubs and school sports teams
- ⇒ Multiple teachers instead of one or two
- ⇒ Homework & Classwork posted on grading portal
- ⇒ Opportunity for more independence and self advocacy

What about Accommodations and Modifications?

Any accommodations and modifications on the IEP will be carried over to the high school.

Accommodations are changes to the course content, teaching strategies, standards, test preparation, location, timing, scheduling, expectations, student responses, environment, etc. which provide access for a student with a disability to participate in a course/standard/test which ***DO NOT*** fundamentally alter or lower the standards or expectations of the course.

Typical accommodations at the high school level:

- ☐ Extra time (particularly on tests)
- ☐ Use a written outline, review sheet or study guide
- ☐ Take exam orally
- ☐ Take test in resource room
- ☐ Increased waiting time for response to questions

Modifications are changes which ***DO*** fundamentally alter or lower standards or expectations of the course.

Work with the IEP team to anticipate the type of accommodations or modifications your child may need in high school.



Can a student participate in athletics and extra curricular activities?

All schools welcome students of all abilities to participate in extra curricular activities including sports. Please see the school website for further details on athletics and extra curricular activities.

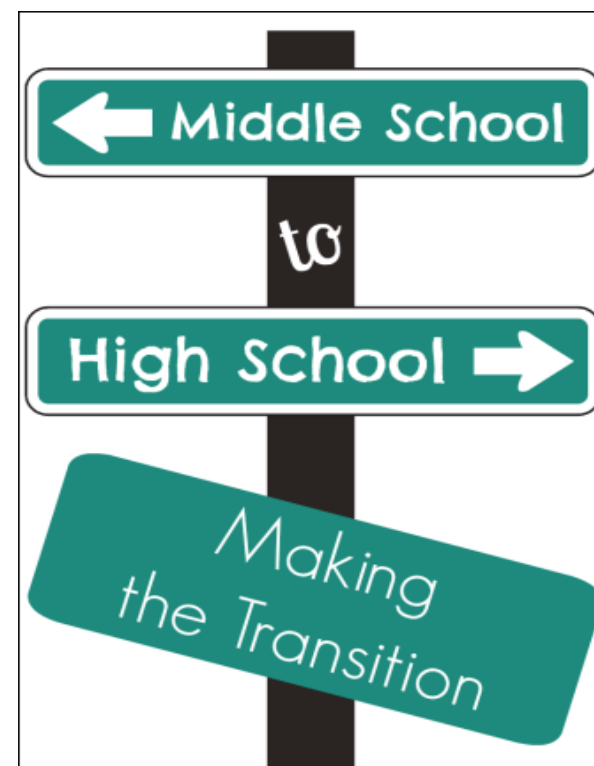


Who do I go to for:

- ⇒ **Student Schedules Questions**
 - Case Manager
 - Special Education Dept. Chair
 - Guidance Counselor
- ⇒ **Special Education/IEP Questions**
 - Case Manager
 - Special Ed. Department
- ⇒ **Social/Emotional Supports/ Questions**
 - Case Manager
 - Special Ed. Department
- ⇒ **Health Needs**
 - School Nurse
 - Case Manager
- ⇒ **Absences**
 - Attendance Office

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How can I help prepare my student for high school?

Check your specific district for more information on the following.

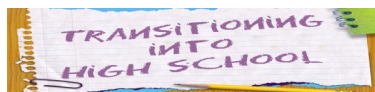
Each district will be different, check the school website for more information.

- ⇒ Do I need to enroll my student in high school?
- ⇒ Attend any informational meetings for incoming students
- ⇒ Attend the high school Open House
- ⇒ Check the high schools website
 - Administrators/Staff
 - School Activities
 - School Calendar
 - Student Handbook
 - Bell Schedule
 - Student Info System
 - Parent Connections

Work with the IEP team to determine strategies to get your child oriented to the new school.

Will there be a transition meeting with my student's new school?

- ⇒ **When will the Transition IEP take place?**
 - Spring of the student's 8th grade year
- ⇒ **Where will the Transition IEP take place?**
 - Typically, the Transition IEP will take place at your student's current school.
- ⇒ **Who will be in attendance?**
 - Parent
 - Student
 - Middle School Case Manager
 - Principal or Assistant Principal
 - Service Providers (Speech, OT etc.)
 - Guidance Counselor
 - High School Special Education Teacher
- ⇒ **What will be discussed?**
 - Current services & supports
 - Recommended services & supports for high school
 - What it's like at high school
 - Interests & hobbies of your student
 - Difficulties your student may have in school
 - Course & Elective options
 - Create a tentative schedule
- ⇒ **Questions you might ask at the Transition IEP?**
 - Does the middle school offer visits to the high school before the end of the school year?
 - Are there any activities before school starts for incoming freshman?
 - Is there paperwork that I will need to complete before school starts?
 - When does my student pick up their class schedule?
 - Is there a PE uniform?
 - What supplies will my students need?



What about Graduation?

High School Diploma

Requires achieving the required number of credits/units in different academic areas. The required amount of credits vary from district to district. Please check with your specific district.

Certificate of Completion

Special education students who have:

- ⇒ Completed an alternative course of study (or)
- ⇒ Met their IEP goals satisfactorily (or)
- ⇒ Attended high school, participated in instruction and met transition goals
- ⇒ May participate in all graduation activities
- ⇒ May continue to receive special education services until age 22
- ⇒ Community colleges do not require a high school diploma.

Will my child still receive Accommodations?

Post-Secondary institutes are committed to equal access and welcomes students with disabilities. Services are designed to assist students with permanent or temporary disabilities in achieving their educational goals.

What is needed?

- Application for Services Completed
- Copy of most recent IEP
- Copy of most recent Assessment Reports

Based on the nature and severity of the student's disability, necessary accommodations may include, but are not limited to:

- Peer note taker service
- Extended time for written tests in a low-distraction environment
- Use of digital recorder for lectures
- Priority registration
- Peer tutoring
- Adaptive technology
- Sign language interpreters or real-time captioning
-



What questions should I ask at the last IEP in High School?

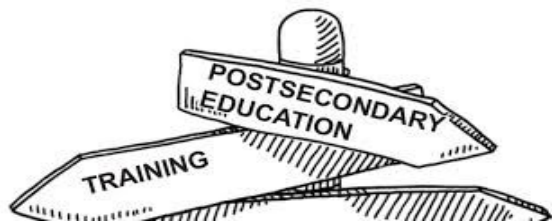
- What type of outreach by the college or high school is there?
- If my student is interested in going to a local community/city college, will they go on a tour of the campus?
- Will the IEP be followed in College?
- What is the difference in services to students with disabilities between high school and college?

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What are some of the options for education/training after High School?

- ⇒ **University**
 - Cal Poly San Luis Obispo
 - UC Santa Barbara
- ⇒ **Community/City College**
 - Allan Hancock College (Santa Maria) *
 - Cuesta College (San Luis Obispo) *
 - Santa Barbara City College (Santa Barbara) *
 - School of Extended Learning/Career Skills Institute (Santa Barbara City College, Santa Barbara)
- ⇒ **Trade Schools**
- ⇒ **Residential Colleges for students with Development Delays**
 - UC DAVIS
 - UCLA
 - Fresno Wayfinders
 - Taft

Will there be support provided to my child in Post Secondary environments?

Check with the specific program as supports may vary

- ⇒ Disability Services & Programs
- ⇒ Learning Assistance Programs
- ⇒ Tutorial Center/Lab
- ⇒ Writing Center/Lab
- ⇒ Computer Center/Lab



How is High School different from Post-Secondary options?

- ⇒ Students are required to be independent
- ⇒ Students advocate for themselves, they are their own Case Manager
- ⇒ Tuition/Fees/Financial Aide
- ⇒ Students can earn a degree or certificate:
 - Associate in Science (AS)
 - Associate in Arts (AA)
 - Certificates in specific academic domains such as but not limited to nursing, automotive, business
 - Certificate of Accomplishment
 - Certificate of Achievement
 - Certificate of Completion



* Certificate Programs and Career Technical Education Classes available

Transfer of Rights

On or before your child's 17th birthday, they must be advised of the transfer of rights that will occur when they reach the age of 18, the age of majority. At that time, unless a conservator is appointed, your child will have the right to receive all information about their educational program and make all decisions related to their education. This includes the right to represent themselves at an IEP team meeting and give or deny consent to the IEP and all related documents in place of their parent or guardian.

Agency Supports

⇒ Tri-Counties Regional Center

- North County
800.266.9071

- South County
800.322.6994

⇒ Department of Rehabilitation

- North County
805.928.1891

- South County
805.560.8130

⇒ Alpha Resource Center

- Main Contact
805.683.2145

Work Experience Opportunities

⇒ Community Experiences

⇒ Program Opportunities

⇒ Volunteer Opportunities

⇒ Paid Work Experiences

⇒ Internship Opportunities



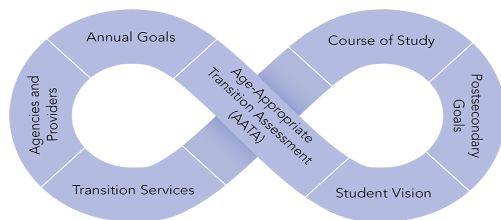
Residential Colleges for students with Development Delays

- Redwood SEED Scholars Program UC DAVIS
- Pathways UCLA Extension
- Wayfinders CSUFresno
- The Taft College Transition to Independent Living Program



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How can I help prepare my student for the Adult Transition Program?

Check your specific district for more information on the following.

Each district will be different, check the school website for more information.

- ⇒ Do I need to enroll my student in the adult program?
- ⇒ Attend the adult program Open House
- ⇒ Check the high schools website
 - Administrators/Staff
 - School Activities
 - School Calendar
 - Bell Schedule

Work with the IEP team to determine strategies to get your child oriented to the new program.

Will there be a transition meeting with my student's new Program?

- ⇒ **When will the Transition IEP take place?**
 - Spring of the student's 4th year of high school
- ⇒ **Where will the Transition IEP take place?**
 - Typically, the Transition IEP will take place at your student's current school.
- ⇒ **Who will be in attendance?**
 - Parent
 - Student
 - High School Case Manager
 - Principal or Assistant Principal
 - Service Providers (Speech, OT etc.)
 - Adult Transition Program Special Education Teacher
 - Any outside agency's student is involved with
- ⇒ **What will be discussed?**
 - Current services & supports
 - Recommended services & supports for Adult Program
- ⇒ **Questions you might ask at the Transition IEP?**
 - Does the high school offer visits to the Adult Transition Program before the end of the school year?
 - Are there any activities before school starts?
 - Is there paperwork that I will need to complete before school starts?
 - What are the hours of the program?
 - Is my adult student able to work during program hours?



Who is eligible for an Adult Transition Program?

- ⇒ Have a current IEP & Individual Transition Plan (ITP)
- ⇒ Completed 4 years of high school program
- ⇒ Received a Certificate of Completion
- ⇒ Between the ages of 18—22 years of age
- ⇒ IEP team has recommended an adult transition program

Focus areas of Adult Transition Programs

- ⇒ Independent Living Skills
- ⇒ Recreation & Leisure
- ⇒ Job Skills
- ⇒ Community College or Adult Ed classes
- ⇒ Safety
- ⇒ Advocacy
- ⇒ Travel Training



Santa Barbara County SELPA-bration

* HONORING EXCEPTIONAL SPED STAFF
IN SANTA BARBARA COUNTY

May 4th, 2021, 4 to 5 p.m.



Hosted via Zoom.

[Click here to register.](#)

2020-21 LEA/District Cost Associated with Due Process SBCSELPA Account Balances

	Carryover Funding	2020-21 Allocation	Expended to Date 2020-21	Balance
Adelante Charter		\$ 5,804.00		\$ 5,804.00
Blochman		\$ 5,562.00	\$ -	\$ 5,562.00
Carpinteria		\$ 10,725.00	\$ 10,725.00	\$ -
Family Partnership Charter	\$ 10,000.00	\$ 6,005.00	\$ -	\$ 16,005.00
Goleta		\$ 14,768.00	\$ 3,859.00	\$ 10,909.00
Guadalupe		\$ 8,458.00	\$ -	\$ 8,458.00
Hope		\$ 7,503.00	\$ 7,582.00	\$ (79.00)
Lompoc		\$ 30,463.00	\$ -	\$ 30,463.00
Manzanita Charter		\$ 6,132.00	\$ -	\$ 6,132.00
Orcutt		\$ 18,585.00	\$ 18,585.00	\$ -
Santa Ynez Valley Consortium		\$ 42,735.00	\$ 42,735.00	\$ -
SBCEO - Direct Service		\$ 16,972.00	\$ -	\$ 16,972.00
Santa Barbara Unified		\$ 41,903.00	\$ 41,903.00	\$ -
Santa Barbara Charter		\$ 5,762.00	\$ -	\$ 5,762.00
Santa Maria JUHSD	\$ 20,580.46	\$ 27,912.00	\$ 29,175.00	\$ 19,317.46
Santa Maria-Bonita	\$ 89,672.23	\$ 50,711.00	\$ -	\$ 140,383.23
TOTAL	\$ 120,252.69	\$ 300,000.00	\$ 154,564.00	\$ 265,688.69

Total balances as of 5/3/21

\$ 154,564.00	\$ 265,688.69
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Total balances reported 3/1/21

\$ 33,034.00	\$ 387,218.69
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Difference as of 5/3/21

\$121,530.00	(\$121,530.00)
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Payments to date to individual legal firms:

Dannis Woliver	\$	-
Fagen Friedman Fulfroft	\$	-
Leibert Cassidy	\$	-
Hatch & Cesario	\$	3,859.00
Lozano Smith	\$	-
Peter Sansom	\$	-
Ruderman & Knox	\$	-
SISC Voluntary Coverage	\$	-
Reimbursements to Districts	\$	150,705.00

2020-21
YEAR TO DATE SELPA LEGAL FEES (RESERVE)

Beginning Balance \$ 325,000.00
YTD Expenditures

July	\$ -
August	\$ -
September	\$ 700.00
October	\$ -
November	\$ 105.00
December	\$ 3,747.50
January	\$ 2,742.50
February	\$ -
March	\$ 2,482.00
April	\$ -
May	\$ -
June	\$ -

TOTAL \$ 9,777.00

ENDING BALANCE \$ 315,223.00

Payments to Law Firms:

Dannis Woliver Kelley	\$ -
Fagen Friedman Fulfro	\$ 5,247.00
Law Office of Melissa Hatch	\$ 1,530.00
Liebert Cassidy Whitmore	\$ -
Lozano Smith	\$ -
Musick, Peeler & Garrett	\$ -
Lana Clark	\$ -
Atkinson, Andelson, Loya	\$ -
Payments to Districts	\$ 3,000.00

TOTAL 2020-21 LEGAL SETTLEMENTS TO DATE

Settlement Agreements \$ 785.00

2020-21 Year to Date Nonpublic School Placement Costs

District	# Students Currently Placed	# Students Cumulative Placements	Mental Health Placements Total SELPA Paid	Non-Mental Health Placements SELPA 70% Cost	District Estimated Offset to SELPA Cost	Total Estimated Cost
Lompoc Unified - Mental Health Placement	0	1	\$ 120,950.00		\$ 105,774.50	\$ 167,289.00
Santa Barbara Unified - Mental Health Placements	3	4	\$ 297,625.79		\$ 118,396.00	\$ 400,806.67
Santa Maria Jt. Union - Mental Health Placements	2	2	\$ 298,598.00		\$ 128,595.50	\$ 408,558.00
Santa Ynez Valley Consortium - Mental Health Placements	1	1	\$ 53,735.45		\$ 91,224.00	\$ 171,800.00
TOTAL	6	8	\$ 770,909.24	\$ -	\$ 443,990.00	\$ 1,148,453.67
2020-21 Mental Health NPS Placement Budget			\$ 1,910,000.00			
TOTAL YTD Mental Health Placement Costs			\$ 770,909.24			
Less District Estimated Offset to SELPA Costs			\$ 443,990.00			
Balance Available			\$ 1,583,080.76			
2020-21 Non Mental Health NPS Placement Budget			\$ 360,000.00			
TOTAL YTD Non Mental Health Placement Costs			\$ -			
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 4/6/21