

SANTA BARBARA COUNTY SELPA JOINT POWERS AGENCY BOARD

Regular Meeting

Monday, June 7, 2021

Public Session – 12:00 p.m.

Via ZOOM – Meeting ID: 999 7627 6694

***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, June 7, 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. Renew Membership for Current Board Members Amy Alzina, Anne Hubbard, and Trevor McDonald.
- F. SBCSELPA Executive Director's Report

REF: I-F

II. PUBLIC COMMENTS

Please refer to information above regarding public comment guidelines.

III. PUBLIC HEARING**A. Santa Barbara County SELPA 2021-2022 Proposed Adopted Budget**

- | | |
|----------------------------------|--------------|
| 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**

<p>It is recommended that the JPA Board take action to approve the action agenda as presented/amended.</p>
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Motion: _____
 Second: _____
 In Favor: _____
 Opposed: _____
 Abstained: _____

VI. CONSENT AGENDA ITEMS

- | | |
|--|-----------|
| A. Minutes of May 3, 2021 Regular Meeting | REF: VI-A |
| B. Ratification of Payment of Claims | REF: VI-B |
| C. 2020-2021 & 2021-2022 Nonpublic School (NPS) Individual Service Agreements (ISAs) | REF: VI-C |
| 1. 20-21 Individual Service Agreement: Copper Hills Youth Center
2. 21-22 Individual Service Agreement: Care Youth Corporation – Falcon Ridge Ranch
3. 21-22 Individual Service Agreement: Copper Hills Youth Center
4. 21-22 Individual Service Agreement: New Haven
5. 21-22 Individual Service Agreement: Provo Canyon | |
| D. 2021-2022 Nonpublic School (NPS) Master Contract Rates | REF: VI-D |
| 1. Exhibit A Rates Sheet: Care Youth Corporation – Falcon Ridge Ranch
2. Exhibit A Rates Sheet: Copper Hills Youth Center
3. Exhibit A Rates Sheet: New Haven
4. Exhibit A Rates Sheet: Provo Canyon School
5. Exhibit A Rates Sheet: Three Points Center | |
| E. 2021-2022 Nonpublic Agency (NPA) Master Contract Rates | REF: VI-E |
| 1. Exhibit A Rates Sheet: 3 Chords Inc., dba Therapy Travelers
2. Exhibit A Rates Sheet: 360 Degree Therapy
3. Exhibit A Rates Sheet: AYA Healthcare
4. Exhibit A Rates Sheet: Children's Therapy Network (Revised)
5. Exhibit A Rates Sheet: Goodfellow Occupational Therapy
6. Exhibit A Rates Sheet: New Life Physical Therapy Services
7. Exhibit A Rates Sheet: Pioneer Healthcare | |

- F. 2021-2022 Legal Service Agreements REF: VI-F
1. Adams Silva & McNally
 2. Atkinson, Adelson, Loya, Ruud & Romo
 3. Dannis Woliver Kelley
 4. Fagen Friedman Fulfro
 5. Hatch & Cesario
 6. Liebert Cassidy Whitmore
 7. Lozano Smith
- G. Santa Barbara Count Education Office (SBCEO) School Business Advisory Services (SBAS) Changes to Authorized Signatures – Attachments F (1) and G (1) REF: VI-G
- H. Extension of Memorandum of Understanding (MOU) between SBCSELPA and Goleta Union School District (GUSD) as Employer of Record for Special Education Social Work WRAP IEP related Services Team REF: VI-H
1. MOU
- I. SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern 2021-22 Match and Services Agreement REF: VI-I
1. Services Agreement: Emma Pierini (SM-BSD)
- J. Revised Employment Contract Renewal for Deborah Umansky as SBCSELPA Mental Health Specialist, Clinical Psychologist Supervisor REF: VI-J
1. Revised 2021-2022 Employment Contract

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

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

VII. **PRESENTATION** – No Presentation.

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

- A. Santa Barbara County SELPA (SBCSELPA) 2021-2022 Proposed Adopted Budget REF: VIII-A
1. SBCSELPA Proposed Adopted Budget

It is recommended that the JPA Board approve the SBCSELPA 2021-2022 Proposed Adopted Budget as presented.

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

VIII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION *(continued)***B. Proposed 2021-2022 SBCSELPA JPA Board Meeting Dates**

REF: VIII-B

It is recommended that the JPA Board approve the proposed 2021-2022 SBCSELPA JPA Board Meeting dates as presented.

Motion: _____

Second: _____

In Favor: _____

Opposed: _____

Abstained: _____

IX. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION**A. Second Interim Report Analysis and Recommendation for Period Ending January 31, 2021**

REF: IX-A

B. Request to Allow for Private Medical ABA Providers on School District Campuses in SB County

REF: IX-B

1. Memorandum of Fagen Friedman & Fulfroost LLP**C. SBCSELPA 2020-2021 Alternate Dispute Resolution (ADR)**

REF: IX-C

1. ADR Outcome Data**D. SBCSELPA Professional Development Summary for 2020-21 and Proposed Plan for 2021-2022**

REF: IX-D

1. 2021-2022 One-Year Professional Development Plan**2. Professional Development 2021-2022 Projections****3. Evaluation Results from 2020-2021 Professional Development Offerings****4. SBCSELPA Professional Development Offerings Booklet (Updated May 2021)****E. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances**

REF: IX-E

F. SBCSELPA Legal Fees Year-to-Date Reserve

REF: IX-F

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

REF: IX-G

X. MISCELLANEOUS AGENDA ITEMS**A. Items Proposed for Future Action or Discussion****B. Next Scheduled JPA Board Meeting: Date: September / August **TBD**, 2021
Time: 12:00 p.m.
Location: **TBD******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**

Oath of Office

FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX, Sec. 3 as amended)

State of California

County of Santa Barbara } ss

FOR THE OFFICE OF JPA Board Member – 2021-2023 Membership Term

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA, A JOINT POWERS AGENCY BOARD

I, Amy Alzina, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn before me,

This 7th day of June, 2021

Ray Avila, Secretary
Santa Barbara County SELPA
Joint Powers Agency Board

Oath of Office

FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX, Sec. 3 as amended)

State of California

County of Santa Barbara } ss

FOR THE OFFICE OF JPA Board Member – 2021-2022 Membership Term

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA, A JOINT POWERS AGENCY BOARD

I, Anne Hubbard, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn before me,

This 7th day of June, 2021

Ray Avila, Secretary
Santa Barbara County SELPA
Joint Powers Agency Board

Oath of Office

FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX, Sec. 3 as amended)

State of California

County of Santa Barbara } ss

FOR THE OFFICE OF JPA Board Member – 2021-2023 Membership Term

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA, A JOINT POWERS AGENCY BOARD

I, Trevor McDonald, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn before me,

This 7th day of June, 2021

Ray Avila, Secretary
Santa Barbara County SELPA
Joint Powers Agency Board

SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

June 7, 2021

1) Due Process/Dispute Updates -

Two Due Process filings in progress and two CDE Investigations.

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

We have a total of (6) SBCSELPA funded NPS placements.

3) Proposed Legislation that Supports Special Education Funding -

- Support: [AB 967 \(Frazier\): COVID Special Education Fund](#)
- Support: [AB 126 \(E. Garcia\) Family Empowerment Centers \(FEC\)](#)
- Support: [SB 639 \(Durazo\): Minimum Wages: Persons with disabilities](#)
- Support: [SB 291 \(Stern\): Advisory Commission on Special Education: pupil advisory council](#)

All four of these bills have passed through appropriations and the Senate!

4) State Finance Update –

- *The May revise of the 2021-22 Governor's Budget includes increases to per pupil funding for Special Education!*
- *The State SELPA Association and the Coalition for Adequate Funding for Special Education (CAFSE) have joined other organizations to lobby for improved and/or ongoing funding for special education programs (SEE attached letter, REF: I-F.1).*

5) State SELPA Director's Update (May2021 Meeting) –

- *System Improvement Lead (SIL) presentation from Placer County SELPA (SEE Attached PowerPoint, REF: I-F.2) regarding "Open Access" resources regarding Assistive Technology (AT), Augmentative and Alternative Communication (AAC), and Universal Design Learning (UDL).*
- *The SBCSELPA AT/AAC Specialist, Lisa Foote, is currently collaborating with the Placer County SIL staff and will participate in future professional development as a "trainer of trainers" with the intent to provide guidance and resources throughout SB County.*
- *SBCSELPA staff will be arranging for the Placer County SIL staff to present to the SBCSELPA JPA Board at a future meeting.*



May 24, 2021

The Honorable John Laird
Chair, Senate Budget and Fiscal Review Subcommittee on Education
State Capitol, Room 4040
Sacramento, CA 95814

The Honorable Kevin McCarty
Chair, Assembly Budget Subcommittee on Education Finance
State Capitol, Room 6026
Sacramento, CA 95814

Dear Chair Laird and Chair McCarty:

On behalf of the organizations represented on this letter, we are writing in response to Governor Gavin Newsom's May Revision proposals for students with disabilities.

We are pleased to see the Newsom Administration acknowledge the increasing costs associated with the programs supported by special education funds, by proposing a compounded cost-of-living adjustment (COLA) for AB 602. However, we believe students with disabilities are deserving of the same funding increase for both their general education (Local Control Funding Formula) and special education classes. Budgets are a statement of values, and we believe these two budget items should be valued equally. Therefore, we respectfully request the special education formula be increased by the "mega" COLA of 5.07%, an increase of approximately \$35 million.

We support ongoing funding increase for preschoolers with disabilities, a student group that currently receives no state funding, although their services are mandatory and a wise use of resources. Unfortunately, the Special Education Early Education Investment Grants do not fit that need. For that reason, we support the Legislative Analyst's Office recommendation to allocate funding for preschoolers with disabilities through the existing formula (see "The 2021–22 Budget: Special Education Proposals"). This also costs less than the allocated \$300 million, leaving room for a "mega" COLA to AB 602.

Finally, we respectfully request \$1 billion be targeted towards students with disabilities, specifically by funding Assembly Bill 967. In order to avoid billions of dollars in litigation and potential school district bankruptcies, the state should establish the COVID-19 Special Education Fund—for purposes

May 24, 2021

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of providing matching funds, on a one-to-one basis—to support local educational agencies in conducting activities to prevent and intervene early in conflicts, conduct voluntary alternative dispute resolution, and provide services to pupils with disabilities relating to impacts to learning associated with COVID-19 school disruptions.

Thank you for considering our request to support the education of California's students with disabilities.

Sincerely,

Laura Preston, Legislative Advocate
Association of California School Administrators

Elizabeth Esquivel, Senior Director of
Policy and Governance
California Association of School Business Officials

Jeffrey Frost, Legislative Advocate
California Association of Suburban School
Districts

Erika K. Hoffman, Legislative Advocate
California School Boards Association

Steve Ward, Legislative Analyst &
Governmental Relations
California School Funding Coalition

Andrea Ball, Legislative Advocate
Central Valley Education Coalition

Anjanette Pelletier, Chair
Coalition for Adequate Funding for
Special Education

Pamela E. Gibbs, J.D.
Executive Director, Governmental Relations
Los Angeles County Office of Education

Andrea Ball, Legislative Advocate
Orange County Department of Education

Jeffrey A. Vaca, Chief Governmental
Relations Officer
Riverside County Superintendent of Schools

Mindy Fattig, Chair
SELPA Administrators of California

cc: Members, Senate Budget and Fiscal Review Subcommittee on Education
Members, Assembly Budget Subcommittee on Education Finance
Assemblymember Philip Ting, Chair, Assembly Budget Committee
Senator Nancy Skinner, Chair, Senate Budget and Fiscal Review Committee
Liz Mai, Department of Finance
Amber Alexander, Department of Finance
Erin Gabel, Consultant
Elisa Wynne, Deputy Staff Director

Welcome to

OPEN ACCESS

Learning & Participation for ALL

Update on Projects & Resources

State SELPA
5-6-21



Introductions



Troy Tickle
Assistant Superintendent
Placer County SELPA



Jillian King
Senior Director
Placer County SELPA



Jennifer Wright
Program Specialist
Placer County SELPA



Focus Area #1:

Capacity Building Projects

Development of regional hubs of expertise, with regional lead teams who can support capacity building in either UDL, AT or AAC

Focus Area #2:

Universal Resources

Resources and tools developed to support these projects will be shared and disseminated through the Open Access website.



Leading & Coaching towards UDL

Exploration to implementation of Universal Design for Learning as a transformative instructional design framework.



Universal Design for Learning (UDL) is the practice that recognizes and supports the variability of all learners by incorporating the principles of multiple means of engagement, representation, and action & expression in educational design.

ACCESSIBLE for CURRICULUM ALL

Leveraging digital tools and assistive technologies to support students in a universally designed environment.



Assistive Technology (AT) is the practice of matching modified, customized or specialized tools and equipment to support the individual needs of students in order to access learning.

Building Tiered Supports for Augmentative & Alternative COMMUNICATION

Supporting students with complex communication needs so they can show what they know and understand and build independence, relationships, and social connections.



Augmentative Alternative Communication (AAC) is the practice of matching tools and strategies to support the complex communication needs of students with disabilities which affect their ability to use verbal communication, and to develop their ability to participate in the critical learning and social activities of school.



[illegible]

Explore!

www.openaccess-ca.org



Why is this work important to undertake? What do we know?



The Universal Design for Learning framework supports teachers in proactively designing learning environments that anticipate the strengths and diversity of all learners.

In general, how much does DESIGN affect environmental outcomes?



Why is this work important to undertake? What do we know?



The National Longitudinal Transition Study-2 gave us some great information about what happens when we provide AT for our students with high incidence disabilities.

How about paying jobs? Went from about 50% to about...



Why is this work important to undertake? What do we know?



Given the potential of these high incidence students to make significant gains, how many of them are accessing assistive technology supports and services? Based on a national survey regarding students with learning disabilities (who made up approximately 47% of the special education population), what does that look like?

In this study, students with learning disabilities accessed what percentage of all AT services?



Why is this work important to undertake? What do we know?



The National Assistive Technology Research Institute (NATRI) conducted research related to the provision of AT services in schools. Which of the following were needs identified in this project?

- 1- A need to broaden AT use to general education settings.
- 2- Inconsistent LEA policies around AT, and limited awareness of those at the teacher level.
- 3- Inconsistent practices in considering and documenting AT in IEPs.
- 4- Lack of planning around AT implementation.
- 5- Concerns around tool abandonment relating to student dissatisfaction, inadequate training, or an inappropriate match relative to student's needs.
- 6- All of the above.



Why is this work important to undertake? What do we know?



How prepared are IEP teams to effectively consider a student's need for AT? In a survey conducted by Gayl Bowser and Penny R. Reed referenced in their book "Leading the Way to Excellence in AT Services", we find this information:

Respondents who had _____ hours of training about AT felt comfortable in identifying and using AT.



Why is this work important to undertake? What do we know?



What percentage of students with autism do not develop functional speech?

1- 20-40%



2- 30-50%

3- 40-60%



Why is this work important to undertake? What do we know?



Research indicates that AAC interventions have positive benefits for:

- 1- Individuals with limited speech or poor intelligibility with speech.
- 2- Young children, including infants and toddlers.
- 3- Individuals with significant intellectual disabilities.
- 4- Children who may develop speech, but are primarily experiencing delays.
- 5- 1, 2 and 3 above.
- 6- All of the above.



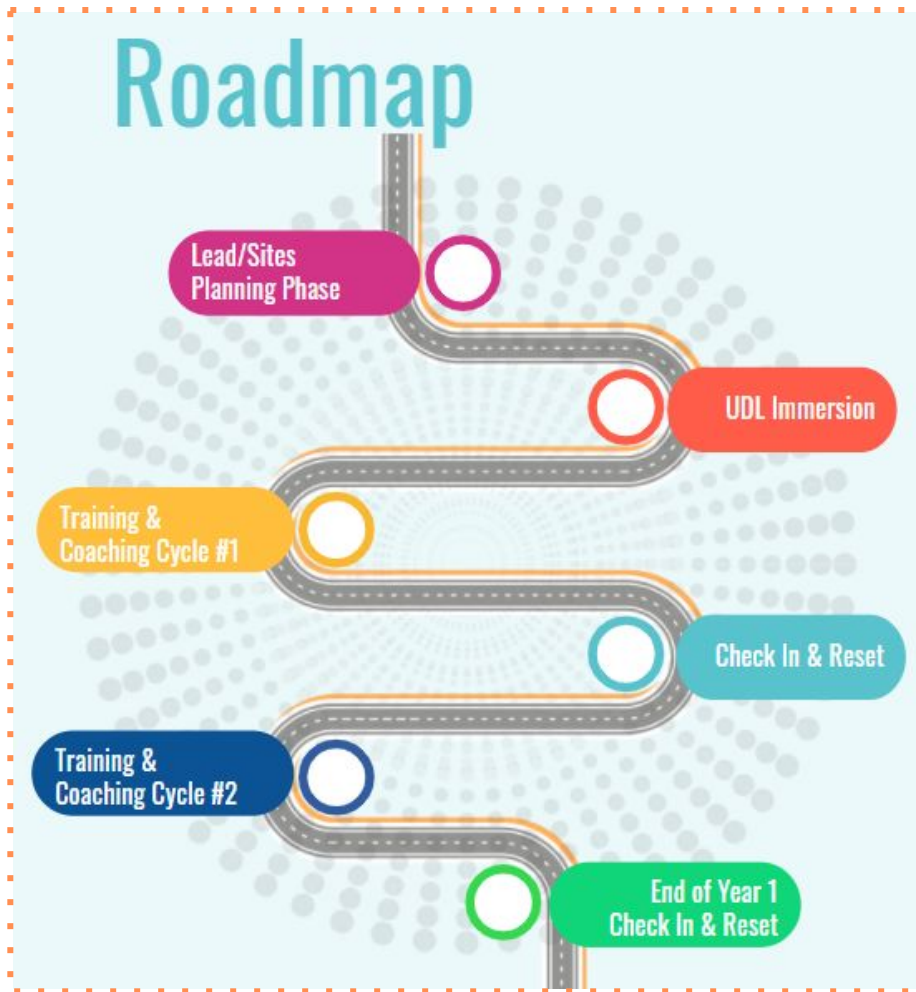


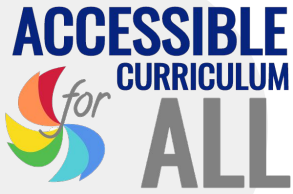
This project is designed to:

- Approach UDL implementation as an **equity-based, whole system transformation.**
- Utilize **protocols** for implementation planning, outcome/ effectiveness and fidelity measurement to guide the work along the way.
- Provide new cohorts (school site teams) with initial training (**UDL Immersion**) to support mindset shifts and set the purpose for the UDL framework.
- Build a **site based learning community around UDL** with site-based training and coaching, through 2 years of exploration into installation of UDL practices.



What does a
year look like?





This project is designed to:

- Support better **integration of “EdTech” and “Assistive Technology”**.
- Build understanding of how **providing options to all students through a UDL framework** can meet the needs of all students.
- Provide a **consistent and accessible AT consideration process** that all sites can implement independently for their students with disabilities.
- Provide **resources** for teams to explore a **range of appropriate strategy and tool options to meet specific areas of need and priorities**.
- Support an **effective team based, problem solving and decision making process** that regional leads can train, coach and support **for AT assessment** with students when needed (the **Student Access Planning process**).



STUDENT ACCESS *Planning Continuum*



A S S I S T I V E
Consideration
T E C H N O L O G Y

S A P STUDENT
ACCESS *Plan*



What do training and coaching cycles look like to develop site-based AT Implementers?



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UDL/AT Immersion	Digital Tools & Assistive Technologies	Quality AT Practices/the Student Access Planning Process
Three, 3-hour modules. Pre-session/live/post-session	Four, 3-hour modules Pre-session/live/post-session	Two, 3-hour modules Pre-session/live/post-session
How does the UDL framework, with its research based guidelines, support embracing variability and removing barriers? Making a case for “why AT”, and what are our mandates? How do we make connections to other technology frameworks? What is the AT Continuum?	Google basics and built-in accessibility options; what are the challenges students have with reading, writing, math, executive function and speaking & listening, and what tools do we have to support these? How do we build and support technology access and skill in our students?	Preparing for, participating in and documenting outcomes in a Student Access Planning Process. How do I conduct and document trials? Develop a solid training and implementation plan? Build in self-advocacy and self-determination for a student’s use of AT?
Independent module and coaching on implementing an effective AT Consideration Process.	Independent practice and coaching in tying individual student needs (identified through AT Consideration) to appropriate resources in the AT Resource FlipKit .	Participate in planning and running a Student Access Planning Process!



This project is designed to:

- Support **better integration of AAC supports and strategies across all educational settings and environments.**
- Build **team based decision making and problem solving** around supporting student's development of communication competence with AAC strategies and tools.
- Build the confidence and competence of **site-based SLPs** in **assessing the needs for AAC** and **supporting the team** in making appropriate tool recommendations for the majority of students who can benefit from these tools.
- Support the development of **AAC Specialists** to provide **ongoing training and coaching for site-based SLPs**, and to **conduct comprehensive assessments for students with more complex needs and to match to more advanced tools.**
- Support AAC Specialists in **accessing a range of sources of funding.**



Universal Design for Learning

To learn more about this framework take a 10 minute tour of the [Big Ideas of Universal Design for Learning](#).

Print-laminate-bind and share this [UDL Guide](#) for your teachers to use in their day to day exploration and practice with UDL instructional design.



Assistive Technology

Use our step-by-step [AT Consideration Walkthrough](#) on our website, or the printable [AT Consideration Guide](#) to explore resources and scaffolds to make sure you are following a consistent and compliant process at your sites.



Augmentative Alternative Communication

Explore some of the scaffolds and resources we provide to our participants in AAC Foundations. The [Big AAC Picture](#) is a print-laminate-bind resource for teams to use in developing their understanding of what is AAC. Check out a variety of [Prompt Hierarchies](#) and [So Many Reasons to Communicate](#) as great reminders for teams. Or explore and use some of our collaborative teaming tools, like the [AAC Snapshot](#) and [Roles & Responsibilities](#).


[Overview of our Tiered AAC Model](#)
[Overview of the AAC Needs Assessment Process](#)



Explore! Universal Resources www.openaccess-ca.org

Resource Flipkits













The UDL-aligned instructional strategies & tools are organized according to the UDL principles. It's important to understand that resources and strategies can be utilized for multiple UDL checkpoints...depending on your intended purpose of the lesson or activity and the barriers you have identified.



[ENTER UDL Flipkit](#)

The resources in the Flipkit link to third party products

FLIPKIT
Explore a continuum of UDL tools & resources by clicking on the icons below.





 Reading & Literacy	 Writing & Composing	 Math	 Executive Function
 Digital Skill Building	 Access	 Hearing	 Vision
 Activities for Daily Living	 Recreation & Leisure	 Seating, Posturing & Mobility	 Communication & Collaboration

AAC Resource Flipkit

The AAC tools within the AAC Flipkit are a specially curated collection of supports that align with specific user levels (a framework borrowed from Marilyn Susskind, Ph.D., CCC-SLP).

These user levels are designed to help teams determine the level of technology a student may need and/or require at any given point in time. The levels help guide the team in understanding where the student is headed in order to prepare students to successfully move towards more complex systems.

[Click on icon to view tools](#)

 EMERGENT	 ENTRY	 INTERMEDIATE	 ADVANCED
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Annual & Quarterly Reports

Placer County SELPA
Open Access Project

OPEN ACCESS
www.openaccess-ca.org

Special Education Resource Lead:
Content Lead within California's
Statewide System of Support
(CDE & CDEE)

Annual Report
July 2019 - August 2020

[Introduction](#)

[Key Activities](#)

[Key Resources](#)

[Metrics](#)

[Highlights](#)

[Partnerships](#)

Learning & Participation for All



Thank You!

*Reach out to contact us for more information on
resources, projects or training.*

Troy Tickle @ 530 886-5870 ttickle@placercoe.k12.ca.us

Jillian King @ 530 886-5880 or jking@placercoe.k12.ca.us





Santa Barbara County
Special Education Local Plan Area
Joint Powers Agency

REF: VI-A

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SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY BOARD
MINUTES OF MAY 3, 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 Anne Hubbard at 12:02 p.m. via Zoom (Meeting ID: 921 4408 4595).

B. Roll Call

Lindsay MacDonald took membership roll call.

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

Members Absent: None

Others Present: Ray Avila, SBCSELPA Executive Director and Secretary to the Board, and other SBCSELPA staff:
Lindsay MacDonald, SBCSELPA Office Manager
Jennifer Connolly, SBCSELPA Coordinator
Kim Hernandez, SBCSELPA Chief Business Official
Margaret Slater, SBCSELPA Office Manager
Kirsten Escobedo, Asst. Supt. of Special Education, SBCEO
Beverly Sherman, Coordinator of Special Education, SYVC
Dr. Deborah Montoya, Imperial County SELPA Director
Royce Townsend, CPA, Eide Bailey
Conrad Tedeschi, Asst. Supt., Fiscal Services, GUSD

C. Flag Salute

Anne Hubbard led the assembly in the Pledge of Allegiance.

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

D. Welcome Guests

Ray Avila welcomed guests Dr. Deborah Montoya, Senior Director, Special Education, Imperial County SELPA, and Royce Townsend, CPA, Partner, Eide Bailly, and Conrad Tedeschi, Goleta Union School District, Fiscal Services, to the meeting. There were no other guests.

E. SBCSELPA Executive Director's Report

Ray Avila highlighted information included in his Executive Director's Report related to this Wednesday's Legislative Day in Sacramento. This year's event is being conducted virtually and the Santa Barbara County SELPA has a team that will be participating. The Board was satisfied; there were no questions or comments.

II. PUBLIC COMMENTS

There were no public comments.

III. PUBLIC HEARING

The Public Hearing for the Santa Barbara County SELPA 2021-22 Annual Budget and Service Plans was convened at 12:07 p.m. There were no comments, and the hearing was adjourned at 12:07 p.m.

IV. APPROVAL OF ADDITIONAL EMERGENCY ITEMS

There were no additional emergency items presented.

V. APPROVAL OF ACTION AGENDA

Recommendation: The JPA Board approve the Action Agenda as presented.

Motion to Approve: Randall Haggard **Second:** Hilda Maldonado

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

VI. CONSENT AGENDA The JPA Board took action on Items A - P:

A. Minutes of March 1, 2021 Regular Meeting

B. Ratification of Payment of Claims: 01-639436 - 01-639449, 01-641447 - 01-641464, 01-642104 – 01-642126, 01-642830 – 01-642837, 01-643531 – 01-643545, 01-644410 – 01-644424, 01-645114 – 01-645125, 01-645791 – 01-645804, 01-646405 – 01-646409, 01-647131 – 01-647140.

C. 2020-21 Nonpublic School (NPS) Individual Service Agreements (ISAs)

1. Individual Service Agreement

D. 2021-2022 Nonpublic School (NPS) Master Contract and Exhibit A Rates

1. Master Contract

a. Exhibit A Rates Sheet: New Haven

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

VI. CONSENT AGENDA *(continued)*

E. 2021-2022 Nonpublic Agency (NPS) Master Contract & Exhibit A Rates

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 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 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
- 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 2021-22 Matches and Services Agreement

- 1. Services Agreement: Monica Galindo (SYVSEC)
- 2. Services Agreement: Emily Hattouni (GUSD)
- 3. Services Agreement: Luisana Suchlit (SM-BSD)
- 4. Services Agreement: Nicholas Scheel (SBUSD)
- 5. Services Agreement: Barbara Katie (SBCSELPA)

G. 2021-2022 Contracts for the Provision of Audiological Services

1. Audiological Services 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

SBCSELPA JPA BOARD
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VI. **CONSENT AGENDA** *(continued)*

- H. **Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator**
 - 1. 2021-2022 Employment Contract
- I. **Employment Contract for Renewal for Lisa Foote as SBCSELPA AT/AAC**
 - 1. 2021-2022 Employment Contract
- J. **Employment Contract for Renewal for Taryn Hurvitz as SBCSELPA Audiologist**
 - 1. 2021-2022 Employment Contract
- K. **Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental Health Specialist**
 - 1. 2021-2022 Employment Contract
- L. **Employment Contract for Renewal for Rosy Matos-Bucio, Ph.D. as SBCSELPA Board Certified Behavior Analyst**
 - 1. 2021-2022 Employment Contract
- M. **Employment Contract for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst**
 - 1. 2021-2022 Employment Contract
- N. **Employment Contract for Renewal for Stephan Salter as SBCSELPA Mental Health Specialist/WRAP Team Coordinator**
 - 1. 2021-22 Employment Contract
- O. **Employment Contract for Renewal for Deborah Umansky as SBCSELPA Clinical Psychologist Supervisor**
 - 1. 2021-2022 Employment Contract
- P. **CalPERS Medicare Only Section 218 Resolution**
 - 1. Proposed Resolution

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

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

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

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

VII. **PRESENTATIONS**

A. **Improving Outcomes for English Learners with Disabilities**

Presenter: Deborah Montoya, Ed.D., Senior Director, Special Education, Imperial County SELPA

Ray Avila introduced Dr. Deborah Montoya, Senior Director for the Imperial County SELPA whose SELPA is the California System of Support SELPA Content Lead for Improving Outcomes for English Learners with Disabilities. Dr. Montoya commented that the project grant was funded through the California Department of Education and the California Collaborative for Education Experience (CCEE) with a focus on English Learners with disabilities. She commented that the desire is to build a common language and common effort for students dually identified as English Learners and disabled. She is currently working with Santa Barbara Unified School District and their team working on Significant Disproportionality. Dr. Montoya provided links to the program's website along with an e-mail contact. Anne Hubbard confirmed that a district could contact Dr. Montoya directly if they were interested in accessing the program for their district. Susan Salcido commented that it

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

VII. **PRESENTATIONS** (*continued*)

would be helpful to share all the umbrella of California System of Support Content Leads and their areas of expertise and how they can be contacted.

B. Special Education Revenue Process Update

Presenter: Royce Townsend, Eide Bailly, LLC

Ray Avila introduced Royce Townsend of Eide Bailly, LLC. Mr. Townsend was presenting information related to an Action agenda item. Mr. Townsend explained that while auditing Goleta Union School District, the Administrative Unit for the Santa Barbara County SELPA, it came to his firm's attention that there needed to be a change to the reporting structure of revenue that Goleta Union School District receives and distributes on behalf of the Santa Barbara County SELPA. Mr. Townsend explained that the Santa Barbara County SELPA will need to establish a SACS Fund 10 to receive funding that will be transferred by the Goleta Union School District. The Santa Barbara County SELPA Chief Business Official will then allocate these funds to districts per the Santa Barbara County SELPA Funding Model. Conrad Tedeschi, Assistant Superintendent, Fiscal Services for the Goleta Union School District asked the JPA Board to have their business person contact him if they had any questions and assured them that there would be no impact at their district level.

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

A. Board Resolution for Fund 10

1. Proposed Resolution

Recommendation: The JPA Board approve the Board Resolution of establishing a SBCSELPA Fund 10 as presented.

Motion to Approve: Randall Haggard **Second:** Hilda Maldonado

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

Ray Avila asked Kim Hernandez to explain the SBCSELPA's need for a Board Resolution for Fund 10. She commented that the wording for the resolution had been provided by School Business Advisory Services and reflected the information presented by Royce Townsend. Hilda Maldonado asked if there should be a mention of charter schools. Kim Hernandez replied that the resolution related to our SELPA, so charter schools were included. Randal Haggard asked if the resolution needed to be numbered. Ray Avila commented that the Santa Barbara County SELPA kept a historical file of resolutions and did not require a number for any new resolutions. The Board was satisfied; there were no further questions or comments.

B. Memorandum of Understanding (MOU) between Santa Barbara County SELPA (SBCSELPA) and Goleta Union School District (GUSD) for purpose of GUSD to provide Administrative Union (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

Recommendation: The JPA Board approve the proposed MOU between SBCSELPA and GUSD for purposes of GUSD providing AU services for the SBCSELPA as presented.

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

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

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

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

Ray Avila asked Kim Hernandez to explain the revision to the MOU between the Santa Barbara County SELPA and GUSD. Kim commented that the changes would align the MOU to reflect the changes taking place with the Board Resolution for Fund 10 item. She also commented on the changes to the Local Plan which would reflect the MOU update. The board was satisfied; there were no further questions or comments.

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

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

Recommendation: The JPA Board approve the SBCSELPA 2021-2022 Annual Budget and Service Plans as presented.

Motion to Approve: Luke Ontiveros **Second:** Hilda Maldonado

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

Ray Avila asked Kim Hernandez to brief the board on the annual requirement to adopt the SBCSELPA's Annual Budget and Service Plans. She reported that this is an annual requirement for the California Department of Education for all SELPAs in the state. She then walked the Board through the summary of information included in the report. The board was satisfied; there were no further questions or comments.

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

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

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.

Motion to Approve: Antonio Garcia **Second:** Randal Haggard

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

Ray Avila asked Kirsten Escobedo to present this request to the JPA Board. She commented that these two requests are to continue previously approved additional aide support into the 2021-2022 school year. She further explained the anticipated numbers of students and their needs. The board was satisfied; there were no further questions or comments.

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

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

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**

1. SBCEO Request

Recommendation: 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 to Approve: Amy Alzina **Second:** Hilda Maldonado

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

Ray Avila asked Kirsten Escobedo to present the information related to this request for additional paraprofessional support in a regional SDC program. She reported that this request is related to the needs of the incoming students in 2021-2022. The board was satisfied; there were no further questions or comments.

F. **2021-2022 Annual Deferred Maintenance Projects**

1. Orcutt Union School District Request
2. SBCEO Request

Recommendation: The JPA Board approve funding of the annual deferred maintenance projects scheduled for 2021-2022 as presented.

Motion to Approve: Antonio Garcia **Second:** Susan Salcido

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

Ray Avila asked Kim Hernandez to present information related to this request. She reported that these requests are made annual for any anticipated deferred maintenance projects for regional programs. She further reported that districts report any projects they may need to complete but often they do not need to complete all projects listed. The board was satisfied; there were no further questions or comments.

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

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

Recommendation: The JPA Board approve the SBCEO's request to exceed the non-salary budget caps in the 2021-2022 school year as presented.

Motion to Approve: Luke Ontiveros **Second:** Hilda Maldonado

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

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

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

Ray Avila asked Kirsten Escobedo to present the SBCEO Regional Assessment and Tech Plan. She reported that this annual plan is to cover the cost of assessment kits and technology for regional programs should they exceed the allowable caps. The board was satisfied; there were no further questions or comments.

IX. ITEMS FOR INFORMATION AND DISCUSSION

A. SBCSELPA 2021-2022 Proposed Adopted Budget

Ray Avila asked Kim Hernandez to report on the SBCSELPA 2021-2022 Proposed Adopted Budget. Kim provided the JPA Board with a brief walk through the Proposed Budget. She commented that the SBCSELPA was projected a Positive Certification and an anticipated ending balance of \$1.9 million. She reminded them that the Proposed Budget would be brought to them in June for approval. The Board was satisfied; there were no further questions or comments.

B. JPA Board Membership Term Expirations

Ray Avila reminded the Board that some of the membership terms were due to expire on June 30th and that they might see some membership changes in the 2021-2022 year. The Board was satisfied; there were no questions or comments.

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

Ray Avila reported that the SBCSELPA ADR Cadre has worked to update the language in the SBCSELPA Procedural Handbook related to the SBCSELPA current ADR process. The Board was satisfied, there were no questions or comments.

D. SBCSELPA Professional Development Plan for 2021-22

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

Ray Avila commented that the padlet included information on next year's Professional Development plans that Jennifer Connolly has developed. The Board was satisfied; there were no questions or comments.

E. Community Advisory Committee (CAC) Regular Meeting Minutes

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

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

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

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

Ray Avila asked Jennifer Connolly to share with the Board the project that the CAC had completed this year. Jennifer Connolly shared the transition brochures that were created for various transitions that students make during their school years. She reported that the brochures are being translated into Spanish and will be posted on the SBCSELPA website as well as shared with districts so that they can be passed along to parents. Ray Avila

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

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

congratulated Jennifer on filling all parents and staff vacancies on the CAC this year. She agreed to e-mail Board members the CAC membership. The Board was satisfied; there were no questions or comments.

G. 2nd Annual SELPA-Bratton Save the Date

Ray Avila reminded the Board that the 2nd Annual SELPA-Bratton will be held tomorrow, May 4, 2021 from 4:00 to 5:00 p.m. The Board was satisfied; there were no questions or comments.

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

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

I. SBCSELPA Legal Fees Year-to-Date Reserve

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

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

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

X. MISCELLANEOUS AGENDA ITEMS

A. Items Proposed for Future Action or Discussion

Amy Alzina asked Ray Avila if Due Process cases in the SBCSELPA had been quiet this year. He responded that they had been quiet, but districts are gearing up for next year in anticipation of more cases. He reported that this is the same information he is hearing from other SELPAs at his State SELPA Administrators' meetings.

Antonio Garcia commented that the EL presentation was very helpful and informative. He will be following up with his staff and possibly contacting Dr. Montoya. He commented that he would like to see this as an annual topic for presentation. Ray Avila reported that as he continues to work Dr. Montoya's team and the Santa Barbara Unified team he will report back to the Board. The Board was satisfied; there were no further questions or comments.

B. Next Scheduled JPA Board Meeting: June 7, 2021, 12:00 p.m.
Via Zoom due to COVID-19

Ray Avila reminded the Board members that the last Board meeting of the year would be June 7, 2021. The Board was satisfied; there were no questions or comments.

XI. PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEMS

There were no public comments.

XII. CLOSED SESSION: The JPA Board adjourned to Closed Session at 1:43 p.m.

A. Confidential NPS Student Updates

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

SBCSELPA JPA BOARD
MINUTES OF MAY 3, 2021 REGULAR MEETING

XIV. ADJOURNMENT

The meeting was adjourned at 1:48 p.m.

Anne Hubbard, Chairperson
Santa Barbara County SELPA

Ray Avila, Secretary
Santa Barbara County SELPA

Date

Date

Checks Dated 04/20/2021 through 05/11/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-647896	04/20/2021	ALD Telecom	01-5910		75.56
01-647897	04/20/2021	CalPERS Financial Reporting	01-3202		2,856.55
01-647898	04/20/2021	Chun Chen	01-5860		3,000.00
01-647899	04/20/2021	Cpr Computer Services	01-5860		900.00
01-647900	04/20/2021	Daniels Harbor Therapy Ctr LLC	01-5830		220.00
01-647901	04/20/2021	Frontier	01-5910		81.98
01-647902	04/20/2021	Graciela Vega	01-5200		316.04
01-647903	04/20/2021	Laura Morizio	01-5860		3,000.00
01-647904	04/20/2021	Marcel Trujillo	01-5860		3,000.00
01-647905	04/20/2021	██████████ NPS 2020-21-66	01-5890		1,172.90
01-647906	04/20/2021	Paige Chamberlain	01-5860		3,000.00
01-647907	04/20/2021	Patterson Associates	01-5600		7,734.85
01-647908	04/20/2021	Santa Barbara Unified District	01-4310		50,542.50
01-647909	04/20/2021	Sequel Falcon Ridge Ranch	01-5890		12,679.00
01-647910	04/20/2021	U.S. Bank Equipment Finance	01-5860		507.48
01-648722	04/27/2021	Alison Lindsey	01-5910		70.00
01-648723	04/27/2021	Frontier	01-5800	134.88	
			01-5910	304.96	439.84
01-648724	04/27/2021	Graciela Vega	01-5910		70.00
01-648725	04/27/2021	Jane Harpster	01-4310		315.85
01-648726	04/27/2021	Kim Hernandez	01-4300		398.89
01-648727	04/27/2021	Kirsty Kenny	01-5910		70.00
01-648728	04/27/2021	Lisa Foote	01-5910		70.00
01-648729	04/27/2021	Lisa Kuhlman	01-4310		16.30
01-648730	04/27/2021	Natalie Facio-Leon	01-5910		70.00
01-648731	04/27/2021	Philbert Pandac	01-5800		70.00
01-648732	04/27/2021	Quest Diagnostics	01-5860		345.00
01-648733	04/27/2021	Rosy Bucio	01-5910		70.00
01-648734	04/27/2021	Stephan Salter	01-5910		70.00
01-648735	04/27/2021	Sylvan Learning Emerald Coast	01-5830		845.00
01-648736	04/27/2021	Tony Aceves	01-5910		70.00
01-649372	05/04/2021	Daniels Harbor Therapy Ctr LLC	01-5830		110.00
01-649373	05/04/2021	Frontier	01-5910		302.78
01-649374	05/04/2021	Goleta Union School District	01-4310		495.28
01-649375	05/04/2021	██████████ NPS 2020-21-66	01-5890		664.16
01-649376	05/04/2021	Sparkletts	01-4300		22.98
01-649377	05/04/2021	X Tech Laser Printing Inc.	01-5860		112.98
01-650389	05/11/2021	At&t	01-5910		149.35
01-650390	05/11/2021	Big Green Cleaning Company	01-5860		211.00
01-650391	05/11/2021	CalPERS SS Admin	01-5860		650.00
01-650392	05/11/2021	Goleta Union School District	01-5860		22,730.64
01-650393	05/11/2021	Jane Harpster	01-4310		505.47
01-650394	05/11/2021	Kirsty Kenny	01-5200		241.70
01-650395	05/11/2021	Leticia Leon	01-4310		52.67
01-650396	05/11/2021	Natalie Facio-Leon	01-5200		230.72
01-650397	05/11/2021	Santa Barbara Unified District	01-4310		6,604.41

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.

ESCAPE ONLINE

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Checks Dated 04/20/2021 through 05/11/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-650398	05/11/2021	SISC III Health	01-3401		911.80
01-650399	05/11/2021	Staples Business Credit	01-4310		240.39
01-650400	05/11/2021	Staples Business More	01-4300		470.73
01-650401	05/11/2021	Verizon Wireless	01-5910		155.76
01-650402	05/11/2021	Visa	01-4300	869.30	
			01-4400	1,630.28	
			01-5860	546.77	3,046.35
Total Number of Checks			50		129,986.91

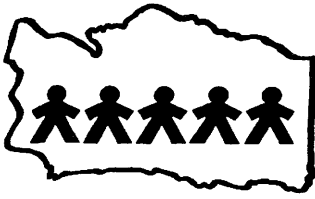
Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	50	129,986.91
	Total Number of Checks	50	129,986.91
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		129,986.91

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.

ESCAPE ONLINE

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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2020-2021 & 2021-2022 Nonpublic School (NPS) Individual Service Agreements (ISAs)

BACKGROUND:

- The following ISAs for services provided to a 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>
Copper Hills Youth Center	NPS 2019-20-61	\$18,037.00	05/19/2021 – 06/30/2021
Total		\$18,037.00	

- The following ISAs for services provided to a NPS student currently in placement reflect the rates negotiated in the JPA Board approved **2021-2022** 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	\$147,455.00	07/01/2021 – 06/30/2022
Copper Hills Youth Center	NPS 2019-20-61	\$160,472.00	07/01/2021 – 06/30/2022
New Haven	NPS 2020-21-66	\$234,005.00	07/01/2021 – 06/30/2022
Provo Canyon School	NPS 2019-20-65	\$164,587.00	07/01/2021 – 06/30/2022
Total		\$706,519.00	

FISCAL IMPACT: The contracted cost for these SBCSELPA NPS placements in **2020-2021** is \$18,037.00 and for **2021-2022** it is \$706,519.00.

RECOMMENDATION: The JPA Board approve the above 2020-2021 and 2021-2022 NPS ISAs as presented.

RA:lm

2020-2021 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on May 19, 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, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Santa Barbara County SELPA Nonpublic School Copper Hills Youth Center

LEA Case Manager: Name Ray Avila, SELPA Executive Director Phone Number 805-683-1424

Pupil Name Heyman-Fratus (Last) Violet (First) Sex: ☐ M ☒ F Grade: 10 (M.I.)

Address 1723 Santa Barbara Street City Santa Barbara State/Zip CA 93101

DOB 02/25/2005 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Jason Heyman and Matthew Fratus Phone (805) 770-7286 (_____) _____ (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: \$142

Estimated Number of Days 28 x Daily Rate \$142 = PROJECTED BASIC EDUCATION COSTS \$3,976

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)		X		28 Days	\$142	28	\$3,976
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)							
Residential Room and Board		X		Daily	\$190	43	\$8,170
Mental Health Services		X		Daily	\$137	43	\$5,891
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ \$18,037

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$18,037

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 7, 2021

6. Progress Reporting Requirements: _____ Quarterly X 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)

Santa Barbara County SELPA

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

Ray Avila, SELPA Executive Director

(Name of Superintendent or Authorized Designee)

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 Santa Barbara County SELPA Nonpublic School Care Youth Corporation, Falcon Ridge Ranch

LEA Case Manager: Name Ray Avila Phone Number 805-683-1424

Pupil Name Corral Makenzie Sex: ☐ M ☒ F Grade: 12
(Last) (First) (M.I.)

Address 1910 San Pascual, #D City Santa Barbara State/Zip CA 93101

DOB 09/30/03 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Virginia Quinn Phone (805) 284-4142 (_____) _____
(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: 195 during the regular school year
64 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: \$155

Estimated Number of Days 259 x Daily Rate \$155 = PROJECTED BASIC EDUCATION COSTS \$40,145

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)		x		259 days	\$155	259	\$40,145
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							

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				
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Non-medical Board & Care		x		Daily	\$220	365	\$80,300
Mental Health Services		x		Daily	\$74	365	\$27,010
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$147,455

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$147,455

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 7, 2021

6. Progress Reporting xx 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)

Santa Barbara County SELPA

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

Ray Avila, SELPA Executive Director

(Name and Title)

(Name of Superintendent or Authorized Designee)

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 Santa Barbara County SELPA Nonpublic School Copper Hills Youth Center

LEA Case Manager: Name Ray Avila, SELPA Executive Director Phone Number 805-683-1424

Pupil Name Heyman-Fratus Violet Sex: ☐ M ☒ F Grade: 10
(Last) (First) (M.I.)

Address 1723 Santa Barbara Street City Santa Barbara State/Zip CA 93101

DOB 02/25/2005 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Jason Heyman and Matthew Fratus Phone (805) 770-7286 (_____) _____
(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: \$142

Estimated Number of Days 251 x Daily Rate \$142 = PROJECTED BASIC EDUCATION COSTS \$35,642

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)		X		251 Days	\$142	251	\$35,642
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)							
Residential Room and Board		X		Daily	\$198	365	\$72,270
Mental Health Services		X		Daily	\$144	365	\$52,560
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ \$160,472

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$160,472

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 7, 2021

6. Progress Reporting Requirements: _____ Quarterly X 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)

Santa Barbara County SELPA

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

Ray Avila, SELPA Executive Director

(Name of Superintendent or Authorized Designee)

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 Santa Barbara County SELPA Nonpublic School New Haven

LEA Case Manager: Name Ray Avila Phone Number 805-683-1424

Pupil Name Dale Fiona Sex: ☐ M ☒ F Grade: 10

(Last) (First) (M.I.)

Address 1840 Veronica Lane City Santa Maria State/Zip CA 93454

DOB 1/20/06 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Nannette and Jeff Kerley Phone (805) 540-4128 (805) 739-3924

(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: 180 during the regular school year
40 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: \$390
Estimated Number of Days 220 x Daily Rate \$390 = PROJECTED BASIC EDUCATION COSTS \$85,800

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)		X		220	\$390	220	\$85,800
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)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							

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)							
Therapy/Clinical		x		Daily	\$345	365	\$125,925
Room and Board		x		Daily	\$72	365	\$26,280
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$238,005

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$238,005

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 7, 2021

6. Progress Reporting XX 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)

Santa Barbara County SELPA

(Name of LEA/SELPA)

(Signature) (Date)

(Signature) (Date)

Ray Avila, SELPA Executive Director

(Name and Title)

(Name of Superintendent or Authorized Designee)

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 Santa Barbara County SELPA Nonpublic School Provo Canyon School

LEA Case Manager: Name Ray Avila, SELPA Executive Director Phone Number 805-683-1424

Pupil Name Lino Quintana Sex: ☒ M ☐ F Grade: 6
(Last) (First) (M.I.)

Address 1212 E Mason St City Santa Barbara State/Zip CA 93103

DOB 11/19/2008 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Esmeralda Cacogui Phone (805) 724-9717 (805) 280-3590
(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: \$172

Estimated Number of Days 246 x Daily Rate \$172 = PROJECTED BASIC EDUCATION COSTS \$42,312

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)		X		246 Days	\$172	246	\$42,312
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)							
Residential Room and Board		X		Daily	\$213	365	\$77,745
Mental Health Services		X		Daily	\$122	365	\$44,530
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ \$164,587

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$164,587

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 7, 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-

(Name of Nonpublic School/Agency)

Santa Barbara County SELPA

(Name of LEA/SELPA)

(Signature)

(Date)

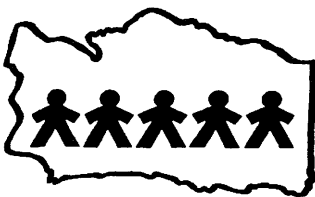
(Signature)

(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: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

BACKGROUND:

The attached Exhibit A Rates sheet for the following nonpublic school (NPS) contractors are an attachment to the NPS master contract for the 2021-2022 school year and are being presented for JPA Board approval:

- Care Youth Corporation – Falcon Ridge Ranch
- Copper Hills Youth Center
- New Haven
- Provo Canyon School
- Three Points Center

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 rates for contractor services as presented.

RA:lm

EXHIBIT A: 2021-2022 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Care Youth Corporation – Falcon Ridge RanchThe CONTRACTOR CDS NUMBER: 77 764220136309

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>\$155</u>	<u>Educator Day</u>
<u>Language and Speech (415)</u>	<u>\$85</u>	<u>Hourly</u>
<u>Non-Medical Board & Care</u>	<u>\$220</u>	<u>Daily</u>
<u>Mental Health Services</u>	<u>\$74</u>	<u>Daily</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)

EXHIBIT A: 2021-2022 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Copper Hills Youth CenterThe CONTRACTOR CDS NUMBER: 77764226131015

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>142</u>	<u>Per Education Day</u>
<u>Residential Room and Board Services</u>	<u>198</u>	<u>Daily</u>
<u>Mental Health Services</u>	<u>144</u>	<u>Daily</u>

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)

EXHIBIT A: 2021-2022 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Provo Canyon SchoolThe CONTRACTOR CDS NUMBER: 77764226131189

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>172</u>	<u>Education Days</u>
<u>Language and Speech (415)</u>	<u>80</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>80</u>	<u>Hourly</u>
<u>Tri-Annual Assessment</u>	<u>3,000</u>	<u>Per Assessment</u>
<u>Additional Aide Services</u>	<u>28</u>	<u>Hourly</u>
<u>Staff Escorted Transportation</u>	<u>20</u>	<u>Hourly</u>
<u>Room and Board Services</u>	<u>213</u>	<u>Daily</u>
<u>Mental Health Services</u>	<u>122</u>	<u>Daily</u>

EXHIBIT A: 2021-2022 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Three Points CenterThe CONTRACTOR CDS NUMBER: 77764220136366

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

Maximum Contract Amount: _____

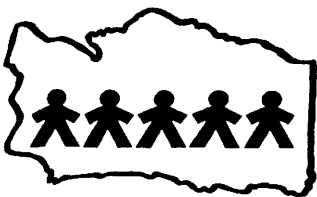
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 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>1,700</u>	<u>Monthly</u>
<u>Residential (Room and Board)</u>	<u>7,600</u>	<u>Monthly</u>
<u>Clinical</u>	<u>5,000</u>	<u>Monthly</u>



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

BACKGROUND:

The attached rate sheets for the following nonpublic agency (NPA) contractors are an exhibit to the JPA Board approved NPA Master Contract for the 2021-2022 school year and are being presented for JPA Board approval:

- 3 Chords Inc., dba Therapy Travelers
- 360 Degree Therapy
- AYA Healthcare Provo Canyon School
- Children's Therapy Network (**Revised**)
- Goodfellow Occupational Therapy
- New Life Physical Therapy Services
- Pioneer Healthcare

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

RECOMMENDATION: The JPA Board approve the 2021-2022 NPA Master Contract rates for contractor services as presented.

RA:lm

EXHIBIT A: RATES

CONTRACTOR **3 Chords Inc., dba Therapy Travelers** **CONTRACTOR NUMBER** **2021-22-40** **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. Assistive Tech	\$68-\$78	Hourly
(2)	a. School Psychologist	\$90-\$115	Hourly
(3)	a. Speech Language Pathologist	\$90-\$115	Hourly
	b. Speech Language Pathologist, Clinical Year Fellowship	\$80-\$88	Hourly
	c. Speech Language Pathologist, TeleTherapist	\$85-\$92	Hourly
	d. Speech Language Pathologist Assistant	\$70-\$76	Hourly
(4)	a. Physical Therapist	\$90-\$110	Hourly
	b. Physical Therapy Assistant	\$70-\$78	Hourly
(5)	a. BCBA	\$90-\$115	Hourly
(6)	a. Occupational Therapist	\$90-\$110	Hourly
	b. Certified Occupational Therapy Assistant	\$70-\$78	Hourly
(7)	a. Registered Nurse	\$85-\$110	Hourly
	b. Licensed Practical Nurse	\$55-\$65	Hourly
(8)	a. LMFT	\$80-\$95	Hourly
(9)	a. Social Worker	\$80-\$95	Hourly

Mileage is billed at the current IRS Rate

EXHIBIT A: RATES

CONTRACTOR 360 Degree Therapy **CONTRACTOR NUMBER** 2021-22-39 **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	\$84	Hourly
(2)	School Psychologist	\$94 - \$98	Hourly
(3)	Speech Language Pathologist	\$87 - \$92	Hourly
	Bilingual Speech Language Pathologist	\$95 - \$102	Hourly
	Speech Language Assistant	\$72 - \$76	Hourly
(4)	Paraprofessional	\$48 - \$53	Hourly
(5)	Registered Behavioral Tech	\$68 - \$73	Hourly
(6)	BCBA	\$94 - \$98	Hourly
(7)	Occupational Therapist	\$87 - \$92	Hourly
	Bilingual Occupational Therapist	\$95 - \$102	Hourly
	Certified Occupational Therapy Assistant	\$72 - \$76	Hourly
(8)	Physical Therapist	\$87 - \$92	Hourly
	Bilingual Physical Therapist	\$95 - \$102	Hourly
	Physical Therapy Assistant	\$72 - \$76	Hourly
(9)	Nurses	\$85 - \$89	Hourly

EXHIBIT A: RATES

CONTRACTOR AYA Healthcrae **CONTRACTOR NUMBER** 2021-22-38 **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	\$70-\$95	Hourly
	b. Resource Teacher	\$75-\$95	Hourly
	c. Life Skills Teacher	\$75-\$95	Hourly
	d. Teacher of the Deaf ad Hard of Hearing (TDHH)	\$115-\$135	Hourly
	e. Teacher of the Visually Impaired (TVI)	\$95-\$115	Hourly
	f. Orientation and Mobility Specialist (O&M)	\$85-\$105	Hourly
	g. Psychologist	\$90-\$115	Hourly
	h. Guidance Counselor	\$75-\$95	Hourly
	i. Adaptive Physical Education Teacher	\$95-\$105	Hourly
	j. Social Worker	\$85-\$105	Hourly
	k. Assistive Technology Specialist	\$95-\$115	Hourly
	l. Audiologist	\$155-\$175	Hourly
(2)	a. Language and Speech Pathologist – (SLP-CCC)	\$85-\$105	Hourly
	b. Language and Speech Pathologist – Clinical Fellow (CFY)	\$75-\$95	Hourly
	c. SLPA, PTA and/or COTA	\$85-\$105	Hourly
(3)	a. Paraprofessional/Special Education Aide	\$30-\$50	Hourly
(4)	a. Sign Language Interpreter (SLI)	\$60-\$80	Hourly
(5)	a. Music Therapist	\$65-\$85	Hourly
(6)	a. Occupational Therapist	\$85-\$105	Hourly
(7)	Physical Therapist	\$85-\$105	Hourly
(8)	a. Behavior Intervention – BII	\$40-\$60	Hourly
	b. Applied Behavior Analyst (ABA)	\$75-\$95	Hourly
	c. Board Certified Behavior Analyst (BCBA)	\$95-\$115	Hourly
	d. Registered Behavior Technician (RBT)	\$60-\$80	Hourly
(9)	a. School Nurse – Certified Nursing Assistant (CNA)	\$30-\$50	Hourly
	b. School Nurse – Registered Nurse (RN, BSN, CSN)	\$95-\$105	Hourly
	c. School Nurse – Licensed Nurse (LVN, LPN)	\$40-\$60	Hourly

EXHIBIT A: RATES

CONTRACTOR	Children's Network	Therapy	CONTRACTOR NUMBER	2021-22-32	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	\$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	\$85	Per Hour – Per Individual in Group
	c. Adaptive Physical Education – Virtually	\$95	Per Hour
(5)	a. Individual Educational Evaluation	\$900	Per IEE
(6)	a. Behavior Intervention – Design or Planning – BID	\$900	Flat Rate – no more than 5 hours on Plan
(7)	a. Behavior Intervention Implementation – BII	\$130	Per Hour
	b. Behavior Intervention Implementation – BII – Group	\$95	Per Individual in Group
	c. Behavior Intervention Implementation – BII – Virtually	\$115	Per Hour
(8)	a. Psychological Services Other Than Assessment and IEP Development - Individual	\$130	Per Hour
	b. Psychological Services Other Than Assessment and IEP Development - Group	\$95	Per Hour – Per Individual in Group
	c. Psychological Services Other Than Assessment and IEP Development - Virtually	\$115	Per Hour
(9)	a. Recreation Services – Individual	\$115	Per Hour

	b. Recreation Services – Group	\$85	Per Hour – Per Individual in Group
	c. Recreation Services – Virtually	\$95	Per Hour
(10)	a. Assessment (Initial/Tri) – PT / OT / SLP	\$500	Per Assessment
(11)	a. Attendance to IEP Meetings – In person	\$130	Per Hour
	b. Attendance to IEP Meetings – Virtually	\$115	Per Hour

EXHIBIT A: RATES

CONTRACTOR	Goodfellow Occupational Therapy	CONTRACTOR NUMBER	2021-22-14	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	\$120	Hourly
	b. Language and Speech Therapy – Daily 5.5 to 6 hours Direct services + indirect hours – 2 to 2.5 per day	\$880 \$110	Per Day Per Hour
(2)	a. Occupational Therapy	\$120	Hourly
	b. Occupational Therapy – Daily 5.5 to 6 hours Direct services + 2 to 2.5 hours indirect services	\$880 \$110	Per Day Per Hour
(3)	a. Physical Therapy	\$130	Hourly
	b. Physical Therapy – Daily 5.5 to 6 hours Direct services + 2 to 2.5 hours indirect services	\$880 \$110	Per Day Per Hour

EXHIBIT A: RATES

CONTRACTOR	New Life Physical Therapy Services	CONTRACTOR NUMBER	2021-22-19	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. Licensed Social Worker	\$68-\$79	Hourly
	b. Bilingual Social Worker	\$67-\$85	Hourly
(2)	a. Psychologist	\$98-\$130	Hourly
	b. Bilingual Psychologist	\$100-\$140	Hourly
(3)	a. School Administrator	\$99-\$155	Hourly
(4)	a. Language and Speech Therapy – Licensed	\$95-\$125	Hourly
	b. Language and Speech Therapy – SLP Assistant	\$80-\$95	Hourly
	c. Language and Speech Therapy – Bilingual	\$110-\$130	Hourly
(5)	a. Special Education Teacher	\$72-\$99	Hourly
(6)	a. Occupational Therapy – Licensed	\$95-\$120	Hourly
	b. Occupational Therapy – COTA	\$80-\$92	Hourly
(7)	a. Physical Therapy – Licensed	\$95-\$120	Hourly
	b. Physical Therapy – PTA	\$80-\$92	Hourly
(8)	Nurse	\$68-\$75	Hourly

EXHIBIT A: RATES

CONTRACTOR

Pioneer Healthcare

CONTRACTOR NUMBER

2021-22-37

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) School Psychologist	\$77 - \$91	Hourly
(2) a. Speech Language Pathologist	\$77 - \$91	Hourly
b. Speech Language Pathologist Assistant	\$55 - \$67	Hourly
(3) a. Occupational Therapist	\$77 - \$91	Hourly
b. Certified Occupational Therapy Assistant	\$55 - \$67	Hourly
(4) a. Physical Therapist	\$77 - \$91	Hourly
b. Physical Therapy Assistant	\$55 - \$67	Hourly
(5) School Nurse – RN/LVN	\$45 - \$85	Hourly



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-2022 Legal Services Agreements

BACKGROUND:

- As per the Local Plan, each year SBCSELPA solicits contractual agreements on an open, ongoing bid basis for legal/attorney services with law firms.
- SBCSELPA has received legal services agreements from the following legal firm for 2021-2022:
 1. Adams Silva & McNally
 2. Atkinson, Adelson, Loya, Ruud, & Romo
 3. Dannis Woliver Kelley
 4. Fagen Friedman and Fulfrost
 5. Hatch & Cesario
 6. Liebert Cassidy Whitmore
 7. Lozano Smith
 8. Musick, Peeler & Garrett (no reference material)
 Agreements with this firm are drafted on a case-by-case basis.

FISCAL IMPACT: Depending upon use of legal services for districts/LEAs and the SBCSELPA.

RECOMMENDATIONS: The JPA Board approve the 2021-2022 legal service agreements as presented.

RA:lm



ADAMS SILVA & McNALLY LLP

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is effective July 1, 2021 for the 2021-2022 school year, by and between the Santa Barbara County Special Education Local Plan Area (“Client”) and the law firm of Adams Silva & McNally LLP (“Law Firm,” together with Client, “Parties”). In consideration of the promises and the mutual agreements hereinafter contained, Client and Law Firm agree as follows:

1. Law Firm Services. Client hires Law Firm as its legal counsel with respect to matters the Client specifically refers to Law Firm. Law Firm shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client’s inquiries regarding those matters. In addition to regular telephone, mail and other common business communication methods, Client authorizes Law Firm to use facsimile transmissions, cellular telephone calls and email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information. Client understands that Law Firm cannot guarantee any particular result, including the costs and expenses of representation.

2. Billing Practices. Law Firm agrees to bill Client in units of one tenth (.1) of an hour at the billing rates established in the attached rate schedule. Client agrees to pay actual transportation and other costs of required out-of-town travel by Law Firm personnel. Other third-party services, such as investigators, process servers, court reporter fees, legal research, and witness fees (including expert witness’ fees) shall be charged to Client at the actual costs paid to the service provider by Law Firm or incurred on Client’s behalf and shall not be subject to a fee multiplier, such as a processing or administrative fee. Law Firm does not maintain a financial interest in any other third-party service provider and obtains no financial benefit from Client’s use of any such service provider. Agreements for legal fees on special projects other-than-an-hourly basis may be made by mutual agreement of the Parties.

3. Payment. Law Firm shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Law Firm’s statements within thirty (30) days after receipt. Client agrees and is encouraged to communicate any billing concerns to Law Firm. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

4. Termination and Withdrawal. Client may discharge Law Firm at any time by written notice. Unless otherwise agreed, and except as required by law, Law Firm will provide no further services hereunder after receipt of such notice. Law Firm may withdraw its services hereunder with Client’s consent, upon good cause, or as allowed or required by law, upon ten (10) days’ written notice. Good cause includes any breach of this Agreement and/or any circumstance that would

render Law Firm's continued representation of Client unlawful or in violation of any ethical rules. Upon discharge or withdrawal, Law Firm shall transition all outstanding legal work and services to others as Client shall direct.

5. Arbitration. The Parties agree all disputes that arise between Client and Law Firm shall be resolved through binding arbitration. In the case of a fee dispute, arbitration shall occur in accordance with the California State Bar rules for arbitration of disputes regarding attorneys' fees. The Parties waive their respective rights to a jury trial and an appeal. The terms of this provision shall survive the termination of this Agreement.

6. Severability. In the event any provision or portion of a provision in this Agreement is deemed unenforceable, the remainder of this Agreement and, if applicable, that provision, shall remain enforceable.


7. Client Responsibilities. Client agrees to cooperate with Law Firm, provide accurate information and documentation to Law Firm, and fully inform Law Firm of any developments that could affect Law Firm's representation of Client. Client agrees to attend all required appearances, such as hearings, and make its employees available to Law Firm as necessary for Law Firm to perform its services described under this Agreement.

8. Miscellaneous Provisions. In accordance with the requirements of the California Rules of Professional Conduct, Law Firm hereby provides notice to Client that it maintains errors and omissions insurance coverage applicable to the services to be rendered to Client by Law Firm pursuant to this Agreement. Upon the closure of an active matter, Client may request, and Law Firm agrees to provide the following receipt of such request, the file related to that matter.

IN WITNESS WHEREOF, the parties have signed this Legal Services Agreement.

Santa Barbara County Special Education Adams Silva & McNally LLP
Local Plan Area

 Ray Avila
 Executive Director
 Santa Barbara County Special Education
 Local Plan Area



 Kerrie E. McNally
 Partner
 Adams Silva & McNally LLP

Date: _____

Date: May 7, 2021



ADAMS SILVA & McNALLY LLP

PROFESSIONAL RATE SCHEDULE

(Effective July 1, 2021, for the 2021-2022 School Year)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Law Firm by the following standard hourly rate:

Partner / Senior Counsel / Of Counsel	\$265-\$290 per hour
Associate	\$235-\$255 per hour
Paralegal/Law Clerk	\$145-\$175 per hour

Time is billed in increments in units of one tenth (.1) of an hour, rounded up to the nearest increment. Law Firm shall charge its hourly rate for round-trip travel time from our Los Angeles area office to the destination required by the Client. Computerized legal research is billed at cost. Additionally, actual travel expenses as described below will be billed.

2. COSTS AND EXPENSES

In-Office copying	\$0.20 per page
Incoming/Outgoing Facsimile	\$0.20 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other services, such as investigators, process servers, court reporter fees, transcription costs, and witness fees (including expert witness' fees) shall be charged to Client at the actual costs paid to the service provider by Law Firm.

Other costs, such as messenger, airfare, and lodging, shall be charged on an actual and necessary basis with prior approval from Client.

AGREEMENT FOR SPECIAL SERVICES (SPECIAL EDUCATION)

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2021, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SANTA BARBARA COUNTY SELPA, hereinafter referred to as "SELPA."

II. RECITALS; PURPOSE; MATTERS

The SELPA desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the SELPA's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide training to SELPA employees and any other special education services, as requested by the SELPA. The place and time for such services are to be designated by the Director of the SELPA or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2021, through June 30, 2022. For the period July 1, 2021, through June 30, 2022, the SELPA hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$310.00
Partners/Senior Counsel	\$305.00
Senior Associates	\$295.00
Associates	\$295.00
Electronic Technology Litigation Specialist	\$265.00
Non-Legal Consultants	\$215.00
Senior Paralegals/Law Clerks	\$185.00
Paralegals/Legal Assistants	\$185.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the SELPA.

B. In addition, the SELPA hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the SELPA for Westlaw,

photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the SELPA or while providing legal services at the SELPA, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the SELPA; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the SELPA with the Director's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the SELPA in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the SELPA, experts or consultants for the benefit of the SELPA, rather than the SELPA contracting directly with any expert or consultant, it is agreed that the SELPA shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the SELPA.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the SELPA on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the SELPA by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the SELPA in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The SELPA agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the SELPA's receipt thereof shall be deemed to signify the SELPA's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The SELPA agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the SELPA including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the SELPA.

H. The SELPA has the right, at any time, and either with or without good cause, to discharge the Law Firm as the SELPA's attorneys. In the event of such a discharge of the Law

Firm by the SELPA, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the SELPA shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the SELPA upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the SELPA;

3. Upon the failure of the SELPA to perform any of the SELPA's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the SELPA to perform any of the SELPA's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the SELPA.

J. In the event that the Law Firm ceases to perform legal services for the SELPA as hereinabove provided, the SELPA agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the SELPA agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the SELPA will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the SELPA.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the SELPA agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the SELPA of the rates for specialized services and the Director or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the SELPA is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the SELPA, the SELPA agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The SELPA acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the SELPA with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the SELPA, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The SELPA acknowledges that it is often in the best interest of the SELPA for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the SELPA hereby delegates to the Director or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and SELPA.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the SELPA in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the SELPA's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the SELPA provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The SELPA is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the SELPA outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the SELPA periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the SELPA with daily legal concerns. The Law Firm will send those and other additional service notices to the SELPA via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the SELPA administrators apprised of important legal changes. By execution of this Agreement, the SELPA and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the SELPA agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the SELPA desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the SELPA and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2021, through June 30, 2022, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

XII. EXECUTION DATE

This Agreement is entered into this 15th day of July, 2021.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 5/27/2021

By: Karen E. Gilyard
KAREN E. GILYARD

“SELPA”

SANTA BARBARA COUNTY SELPA

Dated: _____

By: _____



AMY R. LEVINE
Attorney at Law
alevine@DWKesq.com

San Francisco

April 19, 2021

VIA EMAIL

Ray Avila
Executive Director
Santa Barbara County Special Education Local Plan Area
5385 Hollister Avenue, Box 107
Santa Barbara, CA 93111
Email: ravila@sbceo.org

Re: 2021-22 Agreement for Professional Services

Dear Ray:

In the more than four decades we have been providing legal advice and counseling services to California school and community college districts, and other education agencies, we have never felt more honored to be your partner over this last year in achieving your mission – in the face of extraordinary challenges - to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We remain your steadfast allies and will support you with our full range of expertise to adapt, pivot and adjust to whatever the impending “new normal” may be in order to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for 2021-2022. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. Individual attorney hourly rates, however, may be adjusted within the existing ranges.

We will continue to offer the Santa Barbara County SELPA efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the SELPA in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of your governing body's approval, and return to the undersigned via email.

Best regards,

DANNIS WOLIVER KELLEY

Amy R. Levine

ARL:pc

DWK SF 975579v1

SAN FRANCISCO

268 Bush Street, #3234
San Francisco, CA 94104
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH

444 W. Ocean Blvd.
Suite 1070
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO

750 B Street
Suite 2600
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

CHICO

2485 Notre Dame Blvd.
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO

555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

SAN LUIS OBISPO

1065 Higuera Street
Suite 301
San Luis Obispo, CA 93401
TEL 805.980.7900
FAX 916.978.4039

BERKELEY

2087 Addison Street
2nd Floor
Berkeley, CA 94704
TEL 510.345.6000
FAX 510.345.6100

www.DWKesq.com

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on April 19, 2021, by and between the Santa Barbara County Special Education Local Plan, hereinafter referred to as SELPA, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, SELPA and Attorney agree as follows:

SCOPE OF SERVICES. SELPA appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. SELPA shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the SELPA's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, SELPA agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of SELPA, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, SELPA shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. SELPA further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. SELPA agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of SELPA or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

SELPA further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of SELPA and Attorney, SELPA may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide SELPA officials and/or employees with food or meals at Attorney-sponsored trainings or when working with SELPA officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the SELPA under this Agreement.

BILLING STATEMENT. Attorney shall send SELPA a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon SELPA office's request for additional statement information, Attorney shall provide a bill to SELPA no later than ten (10) days following the request. SELPA is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. SELPA shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the SELPA.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving SELPA, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to SELPA. If SELPA has any question about whether Attorney has a conflict of interest in its representation of SELPA in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. SELPA or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN

Ray Avila
Executive Director

Date

DANNIS WOLIVER KELLEY



April 20, 2021

Amy R. Levine
Attorney at Law

Date

At its public meeting of _____, 2021, the governing body approved this Agreement and authorized the signatory to execute this Agreement.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Barbara County SELPA (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2021:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. 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 will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santa Barbara County SELPA

Fagen Friedman & Fulfrost LLP

Type or Print Name

Chris Keeler


Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: March 11, 2021



Fagen Friedman & Fulfroft LLP

**Please Return
Professional Rate
Schedule With
Contract**

PROFESSIONAL RATE SCHEDULE

**Santa Barbara County SELPA
July 1, 2021**

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$270 - \$310 per hour
Partner	\$330 - \$365 per hour
Of-Counsel	\$365 per hour
Paralegal/Law Clerk	\$190 - \$270 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$270 per hour
Education Consultant	\$280 per hour
Communication Services Consultant	\$310 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

HATCH & CESARIO

ATTORNEYS-AT-LAW

April 23, 2021

Santa Barbara County Special Education Local Plan Area
Attn: Ray Avila, Executive Director
401 North Fairview Avenue
Goleta, CA 93117

Re: Legal Services Agreement

Dear Mr. Avila:

Enclosed please find 2 copies of our Agreement for Legal Services for the 2021-2022 fiscal year. Please be aware that due to the rise in business and other costs, we are regretfully raising some of our hourly rates. Please see our new rates listed below.

<u>2018-2021 Rates</u>		<u>2021-2022 Rates</u>	
Partners	\$225.00	Partners	\$250.00
Sr. Associates	\$200.00	Sr. Associates	\$225.00
		Mid-level Associates	\$215.00
Jr. Associates	\$190.00	Jr. Associates	\$200.00
Education Consultant	\$160.00	Education Consultant	\$160.00
Law Clerk	\$140.00	Law Clerk	\$140.00
Paralegal	\$125.00	Paralegal	\$150.00

Please review the enclosed Agreement for Legal Services. If it meets with your approval, please initial and sign on page 4 of both copies. Please retain one of the original signed copies for your records and provide me with the other signed copy for my records.

It has been my pleasure to provide the Santa Barbara County Special Education Local Plan Area with legal services. I appreciate the opportunity to continue working with you and the District in the coming year.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Hatch & Cesario

Melissa Hatch
Enclosures

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Santa Barbara County Special Education Local Plan Area ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	\$250.00
Sr. Associates	\$225.00
Mid-level. Associates	\$215.00
Jr. Associates	\$200.00
Education Consultant	\$160.00
Law Clerk	\$140.00
Paralegal	\$150.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.20 per page
Facsimile	\$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

- A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, any claim arising out of or relating to this

Agreement or its breach shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of Ventura County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Ventura, California.

- B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

Because each party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

Agreement for Legal Services
Page 4 of 4

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here)

 _____ (Attorney Initial Here)

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

Term of Agreement

The term of this Agreement is effective July 1, 2021 through June 30, 2022 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Santa Barbara County Special Education
Local Plan Area

Hatch & Cesario, Attorneys-at-Law

Ray Avila, Executive Director



Melissa Hatch, Partner

Date: _____

Date: April 23, 2021

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Santa Barbara County Special Education Local Plan Area ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	\$250.00
Sr. Associates	\$225.00
Mid-level. Associates	\$215.00
Jr. Associates	\$200.00
Education Consultant	\$160.00
Law Clerk	\$140.00
Paralegal	\$150.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.20 per page
Facsimile	\$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

- A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, any claim arising out of or relating to this

Agreement or its breach shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of Ventura County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Ventura, California.

- B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

Because each party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

Agreement for Legal Services
Page 4 of 4

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here)  _____ (Attorney Initial Here)

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

Term of Agreement

The term of this Agreement is effective July 1, 2021 through June 30, 2022 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Santa Barbara County Special Education
Local Plan Area

Hatch & Cesario, Attorneys-at-Law

Ray Avila, Executive Director



Melissa Hatch, Partner

Date: _____

Date: April 23, 2021

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the SANTA BARBARA COUNTY SELPA (“Agency”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until Agency returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide Agency and its member local education agencies (LEAs) with consulting, representational and legal services pertaining to special education matters, including representation in administrative and judicial proceedings, as requested by Agency and its member LEAs, or as required by law.

3. Fees, Costs, Expenses

a. Agency Legal Fee Payments

Agency agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services.

The hourly rates to be paid by Agency for Attorney time is Three Hundred Fifty Dollars (\$350.00) for Partners, Three Hundred Twenty Dollars (\$320.00) for Senior Attorneys, Two Hundred Eighty-Five Dollars (\$285.00) for Associate Attorneys, Two Hundred Fifty Dollars (\$250.00) for time of Labor Relations/HR Consultant, and One Hundred Fifty Dollars (\$150.00) for Paralegals. Attorneys and paraprofessional staff bill

their time in minimum units of one-tenth of an hour. There will be no charge to Agency for travel time, travel costs or lodging.

b. Member Local Education Agency Legal Fee Payments

Nothing in this agreement shall prevent Attorney from billing member LEAs separately for hourly sums for time spent by Attorney in providing services, including reasonable travel time, that exceed the range of hourly rates provided in Section 3(a) of this Agreement. If specifically agreed upon between Attorney and a member LEA, additional travel costs may be charged to a member LEA.

The range of hourly rates for Attorney time that may be billed to Agency's member LEAs is Three Hundred Sixty Dollars (\$360.00) for Partners, Three Hundred Twenty-Five Dollars (\$325.00) for Senior Counsel, Two Hundred Twenty to Three Hundred Five Dollars (\$220.00 - \$305.00) for Associates. Any billing pursuant to this Section 3(b) will be offset by the amounts billed pursuant to Section 3(a).

c. Costs, Expenses and Other Requirements Applicable to Agency and Member LEAs

Agency agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Agency and its member LEAs, including photocopying charges at Ten Cents (\$.10) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page. LEAs shall be billed and responsible for photocopying charges in excess of \$.10 per page.

Payment by Agency and member LEAs against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between Agency or member LEAs and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between Agency or member LEAs and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law**

before a jury, and instead are accepting the use of arbitration. Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon Agency's request, deliver the file for the matter to Agency, along with any funds or property of Agency's in our possession. If Agency requests the file for the matter, Attorney will retain a copy of the file at the Agency's expense. If Agency does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If Agency does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to Agency. At any point during the seven (7) year period, Agency may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of Agency.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of Agency.

8. Term

This Agreement is effective July 1, 2021 through June 30, 2022, and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

SANTA BARBARA COUNTY
SELPA

By _____

By _____

Date _____

Date_____



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2021, between the SANTA BARBARA COUNTY SELPA (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Santa Barbara County SELPA	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 05/20/2021



PROFESSIONAL RATE SCHEDULE
FOR SANTA BARBARA COUNTY SELPA

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



CHANGES TO AUTHORIZED SIGNATURES
DISTRICT PERSONNEL APPROVED BY THE SUPERINTENDENT
FOR RELEASE OF COMMERCIAL AND PAYROLL WARRANTS

DISTRICT: Santa Barbara County Special Education Local Plan Area (SBCSELPA)

ADDITIONS:

Signature _____ Typed Name/Title <u>Lindsay MacDonald, Office Manager</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title <u>Brian Helt, Executive Assistant</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll

DELETIONS:

Typed Name/Title <u>Margaret Slater, Office Manager</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll

I certify that the above changes to authorized district personnel who may receive warrants on behalf of our district.

Superintendent's Signature: _____ Date: 06 / 07 / 2021

Note: Please use this form if there are changes that occur after the organizational meeting in December.

ATTACHMENT F(1)



CHANGES TO AUTHORIZED SIGNATURES
DISTRICT PERSONNEL APPROVED BY THE BOARD
TO ACT AS DISTRICT AGENTS

DISTRICT: Santa Barbara County Special Education Local Plan Area (SBCSELPA)

ADDITIONS:

Signature _____ Typed Name/Title <u>Lindsay MacDonald, Office Manager</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

DELETIONS:

Typed Name/Title <u>Margaret Slater, Office Manager</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

I certify that the above changes to authorized individuals to act as agents of the governing board.

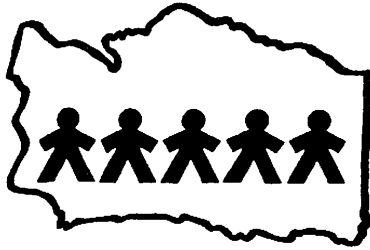
Board President's Signature: _____ Date: 06 / 07 / 2021

Note for Escape Financial System Users: The district must have an active employee with access to Escape in order to authorize accounts payable. This form is needed in order to grant activity permissions necessary to authorize payments in Escape.

REFERENCE:
 K-12: EC§42632, 42633, 17604
 COMMUNITY COLLEGE: EC§85232, 85233, 85655

Note: Please use this form if there are changes that occur after the organizational meeting in December.

ATTACHMENT G(1)



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Extension of Memorandum of Understanding (MOU) between SBCSELPA and Goleta Union School District (GUSD) as Employer of Record for Special Education Social Work WRAP IEP related Services Team

BACKGROUND:

- In June 2017, the JPA Board approved that SBCSELPA hire an in-house mental health social work Wrap Around Like mental health team to provide IEP services.
- At the May 4, 2020 JPA Board meeting the JPA Board approved the MOU between SBCSELPA and Goleta Union School District (GUSD) to act as employer of record for SBCSELPA Wrap Around Like mental health team.
- The current MOU states the following in Section 14:

14. TERMINATION. *Termination of this MOU shall only occur in one of the following ways:*

- (1) *Expiration of the TERM as defined in Section 1.*
- (2) *By mutual, written agreement of the Parties.*

- Ray Avila, SBCSELPA Executive Director, has confirmed with David Simmons, Assistant Superintendent, Human Resources, GUSD, that they will proceed into the 2021-2022 school year with GUSD continuing to be the “employer” for the SBCSELPA WRAP team as outlined in the original MOU.

FISCAL IMPACT: A potential one-time fee of \$2,500.00 for the 2021-22 school year to process the hiring of a new employee for the 2021-22 school year.

RECOMMENDATION: The JPA Board approve the extension of the current MOU between Goleta Union School District as employer of record for the SBCSELPA WRAP team for the 2021-2022 school year as presented.

RA:lm

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BETWEEN SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA (SBCSELPA) AND
GOLETA UNION SCHOOL DISTRICT (GUSD)**

This Memorandum of Understanding (“MOU”) is made and entered into between the Santa Barbara County Special Education Local Plan Area (“SBCSELPA”) and the Goleta Union School District (“GUSD”), (collectively, “Parties”).

Whereas GUSD has agreed to become the employer of record for one Special Education Social Work “Wrap Around Like” Individual Education Plan (IEP) related services team to SBCSELPA member LEAs for the 2020-2021 school year.

Beginning on July 1, 2020 the SBCSELPA and GUSD agree to enter in this memorandum of understanding as follows:

The terms of the agreement are as follows:

1. **Term.** This MOU shall cover the period from July 1, 2020 to June 30, 2021 with the option to renew for subsequent years as mutually agreeable in writing to both parties.
2. **Scope of MOU.** This MOU shall become null and void in the event that SBCSELPA is unable to recruit and select staff to provide social work “Wrap Around Like” related services (one team).
3. **Recruitment and Hiring of Staff.** SBCSELPA agrees to be fully responsible for recruitment and selection of social work “Wrap Around Like” staff and shall be limited to no more than five (5) full-time employees for the 2020-21 school year.
 - a. **Hiring:** All hiring paperwork shall be handled via GUSD. The staff hired to perform the above services shall not begin work on LEA campuses or directly with students prior to successful fulfillment of the basic minimum requirements for employment with GUSD, including but not limited to verification of authorization to be employed in the United States, a reference check, a criminal background check, and tuberculosis clearance.
 - b. **On-Loan Agreement:** GUSD agrees to loan the “Wrap Around Like” staff to SBCSELPA and its LEA members for the purposes of performing those duties pursuant to this MOU and/or assigned by SBCSELPA.
 - c. **Compensation/Expense Reimbursement:** It is agreed that the compensation for the “Wrap Around Like” staff shall be determined by SBCSELPA based on experience. SBCSELPA shall reimburse GUSD for the gross monthly salary of “Wrap Around Like” staff and/or any stipend paid to the “Wrap Around Like” staff, as well as any applicable or resulting employer taxes, and all related fringe benefits costs including but not limited to workers’ compensation, unemployment insurance, FICA, PERS/STRS contributions, and health benefits, in connection with their work performed pursuant to this MOU and/or assigned by SBCSELPA.

SBCSELPA shall also reimburse GUSD for all expenses related to the acquisition and service fees associated with any equipment GUSD provides to the “Wrap Around Like” staff such as laptops, cell phones, etc. “Wrap Around Like” staff shall accrue sick leave with GUSD while performing work for SBCSELPA and its LEA members and shall have the right to access such leave during the term of this MOU. If any such leave is taken by “Wrap Around Like” staff, SBCSELPA shall compensate GUSD in the manner described herein for the amount of paid sick leave taken.

- d. **Management:** SBCSELPA shall have the primary responsibility for managing the “Wrap Around Like” staff, including but not limited to supervising their work via a qualified SBCSELPA employee/contractor, assigning their work, investigating/resolving complaints, completing any intern paperwork on the staff’s behalf, providing administrative support, conducting performance evaluations, and disciplining/dismissing staff as needed. GUSD reserves the right to investigate/resolve complaints involving “Wrap Around Like” staff, and discipline/dismiss the “Wrap Around Like” staff, following consultation with SBCSELPA and/or its LEA members.
- e. **Policies and Procedures:** It is further agreed that SBCSELPA will provide GUSD a written policy that will be provided to WRAP staff summarizing detailed procedures/directions for completing and submitting timesheets (i. e. process for requesting time off, sick, holidays, paid, breaks, and what is each type of leave, how salaries are determined, how to complete time sheets and need to include a 30 minute break, the rules/employment law, how questions are to be handled (ask SELPA WRAP Supervisor who will then seek guidance from SELPA Director or Office Manager who will then seek information from GUSD if needed). GUSD will provide a sample time sheet training for the SBCSELPA Office Manager, WRAP Supervisor and staff in August as part of the training and hiring process.
- f. **Mandated Reporting:** SBCSELPA shall be the entity to which all mandated reporting requirements and responsibilities will fall. SBCSELPA will assume full responsibility for understanding the mandated reporting requirements set forth by the State of California, as well as the nuances for mandated reporting and confidentiality set forth by the Board of Behavioral Sciences for licensed clinicians, or pre-licensed interns. GUSD shall bear no responsibility in the training of “Wrap Around Like” staff, nor be responsible for any failures to report abuse governed under the Mandate Reporting Law(s).
- g. **Licensing:** SBCSELPA shall immediately report to GUSD upon knowledge of any sanctions, activities, academic preclusions, or any other occurrence or incidence that will preclude “Wrap Around Like” staff from providing services under the license or sanctioning body.
- h. **Personnel Files:** GUSD shall be responsible for maintaining personnel files for the “Wrap Around Like” staff with respect to the work performed pursuant to this MOU. SBCSELPA shall provide copies of any records related to the work performed pursuant to this MOU and/or assigned by SBCSELPA to GUSD, including but not limited to any documentation generated by SBCSELPA in

carrying out its management duties outlined above. Upon request, GUSD shall disclose any and all relevant personnel file information for “Wrap Around Like” staff to SBCSELPA, but only upon receiving written consent from the affected staff member, as outlined or restricted by law.

4. **Employee Timecard and Absences.** SBCSELPA agrees to monitor, verify, and process monthly timecards using the GUSD time sheet. Timecards shall be forwarded to GUSD by the last working day of the month at close of business. SBCSELPA agrees to use their absent forms to monitor and track sick and personal necessity leave.
5. **Associated Fees.** SBCSELPA agrees to reimburse GUSD for indirect costs associated with annual business services in the amount of \$2,500 per each staff member hired annually. This fee shall be received by GUSD from the SBCSELPA by June 1, 2020.
6. **Billing for Services/Reimbursement.** GUSD shall bill SBCSELPA monthly for the dollar amount for associated salary and related actual employment costs of each employee hired by GUSD to provide the related services as described above (hourly wage, statutory benefits, etc. plus the most recent approved annual GUSD Indirect Cost Rate applied to the total as employee payroll processing costs). The rate from the 2019-20 Unaudited Actuals will be 5.77%, as approved by CDE, and used for the 2020-21 costs. Payment by SBCSELPA is due to GUSD within 30 days of the date each bill is sent to SBCSELPA for reimbursement.
7. **Record Keeping and Forms.** SBCSELPA agrees to maintain accurate records pertaining to its operation of the program approved under this Agreement and provide to GUSD additional data that may be required to complete required State of California or other evaluation reports.
 - a. **Disclosure:** SBCSELPA agrees to amend the Parent or Client Bill of Rights (or similar required consumer disclosure forms) to include and disclose the relationship with GUSD. Such language shall include the nature of the relationship between SBCSELPA and GUSD, and the potential need to share protected and confidential Client or Parent for the purposes of evaluating and monitoring the performance of “Wrap Around Like” staff. This must be included on a signed document by the Client or Parent/Guardian of a minor.
 - b. **Waiver of Liability:** SBCSELPA agrees to amend any and all Client or Parent liability waiver forms to co-list GUSD as indemnified from liability as a result of service to the full limits of consumer protection laws.
8. **Indemnification.** The SBCSELPA agrees, without exception, to indemnify, defend, and hold harmless GUSD and its Board of Directors, Officers, Administrators, employees, agents, representatives, successors, and assigns (collectively hereinafter “GUSD personnel”) against any and all actions, causes of action, claims, costs, expenses, penalties, obligations, or liabilities in any form including but not limited to legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against GUSD and GUSD personnel (including but not limited to personnel claims (e.g. wrongful termination, discrimination/harassment/retaliation, etc), wage or

payroll claims, due process complaints and/or compliance complaints with the California Department of Education and/or complaints to the Office of Civil Rights) (collectively hereinafter “claims”) that may be asserted or claimed by any person, firm, or entity arising out of the actions or omissions or presence of the “Wrap Around Like” staff described in this agreement, the claimed or alleged breach by SBCSELPA of this MOU. Should a claim of any kind be filed against GUSD by one of the “Wrap Around Like” staff, or any other person, firm, or entity, as described in this paragraph, SBCSELPA will fully defend GUSD with counsel of GUSD’s choosing and pay for all defense costs, attorneys’ fees, and resulting costs of judgment or settlement along with any costs of GUSD in tendering or enforcing this indemnification provision. This indemnification agreement will survive the termination of this MOU.

9. **Insurance.** SBCSELPA will name GUSD and its employees, officers, and members of the Board of Directors as additional insured(s) on all insurance policies, including but not limited to general liability, errors and omissions, automobile, and workers’ compensation. Proof that SBCSELPA has named GUSD as an additional insured through provision of the written endorsement(s) shall be a condition precedent to GUSD hiring the “Wrap Around Like” staff contemplated by this MOU. Additionally, proof must be received by GUSD that GUSD Wrap Around Like” staff are providing services, prior to beginning work on any LEA campus.
10. **Laws and Venue.** This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Santa Barbara, State of California, unless otherwise specifically provided for under California law.
11. **Third Party Rights.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than SBCSELPA and GUSD.
12. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
13. **Dispute Resolution.** SBCSELPA and GUSD agree that the following process will be used to address disputes on the implementation of this MOU only after collaborative efforts have been attempted at the lowest possible level.

If the parties determine that a dispute cannot be resolved at the lowest possible level, the parties agree to name a mutually agreed upon administrator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that the outside party be contacted to schedule a meeting between the agencies.

- No later than sixty (60) calendar days from the date the mediator is contacted, a resolution plan between the two agencies will be developed.
- The responsible SBCSELPA and GUSD personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- The costs for this service shall be shared equally between SBCSELPA and GUSD.

14. Termination. Termination of this MOU shall only occur in one of the following ways:

- (1) Expiration of the Term defined in Section 1.
- (2) By mutual, written agreement of the Parties.

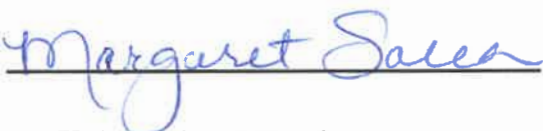
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers in the County of Santa Barbara, California. This MOU is entered into this 14th day of May, 2020, by and between the undersigned parties.

**Santa Barbara County
Special Education Local Plan Area**

By 


Date 6/17/20

SELPA Executive Director and Secretary to the JPA Board

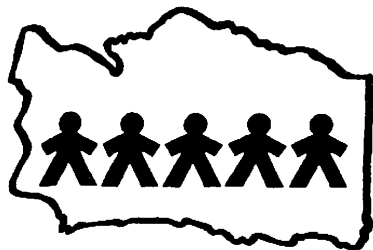
By 

Date 6-17-2020

Goleta Union School District

By 
Dr. Donna Lewis, Superintendent

Date 6-17-2020



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

Date: June 7, 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 Agreement

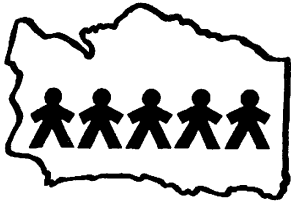
BACKGROUND:

- At the May 3, 2021 JPA Board meeting the JPA Board approved the services agreements for the 2021-2022 SB-PIC interns, however, we have since added a sixth intern that will be placed at Santa Maria-Bonita School District.
- 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 now six 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.

FISCAL IMPACT: No fiscal impact.

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

RA:lm



REF: VI-I.1 125

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: **Emma Pierini**

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;

- 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.

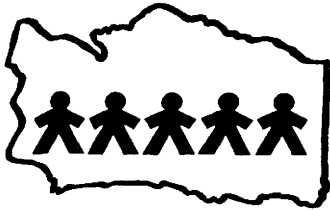
THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2021.

CONTRACTOR

Date

Dr. Ray Avila, SELPA Executive Director

Date



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Revised Employment Contract Renewal for Deborah Umansky as SBCSELPA Mental Health Specialist, Clinical Psychologist Supervisor

BACKGROUND:

- The 2021-2022 employment contract for Deborah Umansky was originally presented to the JPA Board at the May 3, 2021 Board meeting as a consent item. The contract was approved, however, since then it was decided to modify her hours worked.
- 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 revised 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 \$38,244.

RECOMMENDATION: The JPA Board approve the revised 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: June 7, 2021

Job Title: Clinical Psychologist Supervisor Contract Year/Term of Employment: 2021-22

% of Contract: 37.5%

Beginning: July 1, 2021 Ending: June 30, 2022

Salary Schedule Placement: Step 9 + PhD Stipend Number of Days: 73

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. June

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 seventy-three days (73) 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-six thousand three hundred and sixty-nine dollars (\$36,369) 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 eight hundred and seventy-five dollars (\$1,875 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

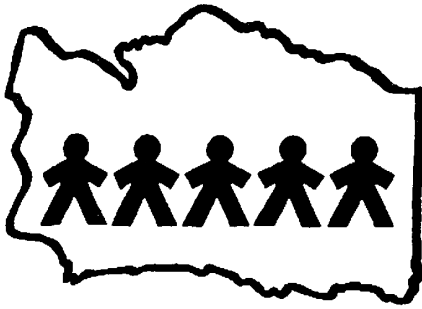
Board Chairperson

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: June 7, 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 4.05% COLA in 21-22, 2.48% in 22-23, 3.11% in 23-24.
- Federal Revenue is flat in this estimate but may increase for 21-22 once the CDE calculates the One-Time increase from the American Rescue Plan.
- SPED Revenue for LEAs included in SELPA's Fund 10 pass-through account.

➤ **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 \$2,094,731.

The SBCSELPA 2021-2022 Proposed Adopted Budget is presented for review and approval.

RECOMMENDATION: The JPA Board approve the SBCSELPA 2021-2022 Proposed Adopted Budget as presented.

Santa Barbara County SELPA
2021-22 Adopted Budget With Multi-Year Projection

REF: VIII-A.1

134

													FY 22-23		FY 23-24												
FY 18-19					FY 19-20				FY 20-21			Estimated	FY 21-22														
		Adopted Budget	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	Multi-Year Projection												
Beginning Balance													3,892,527	3,892,527	3,187,883	3,187,883	3,324,968	3,351,683	3,351,683	3,351,683	2,807,444	4,006,240	4,006,240	4,006,240	2,747,052	2,885,844	3,042,173
Revenue:																											
Fund 01	Federal Revenue	8100-8299	772,424	787,364	804,459	787,657	764,731	768,243	775,071	778,332	773,807	779,603	779,603	793,879	862,683	862,683	862,683										
	State Revenue	8300-8599	2,158,129	2,185,783	2,185,783	1,730,716	2,236,214	2,168,355	2,212,355	2,739,093	2,204,841	2,021,191	2,021,191	2,023,941	2,063,763	2,063,763	2,063,763										
	Local Revenue	8600-8799	2,659,991	2,738,934	2,744,777	2,782,239	2,942,307	2,918,902	2,940,427	3,078,820	3,050,678	3,479,355	3,853,328	3,828,526	3,948,143	3,962,414	4,022,414										
s/total Revenue Fund 01			5,590,544	5,712,081	5,735,019	5,300,612	5,943,252	5,855,500	5,927,853	6,596,245	6,029,326	6,280,149	6,654,122	6,646,346	6,874,589	6,888,860	6,948,860										
Fund 10	Federal Revenue	8100-8299												13,054,980	13,054,980	13,054,980	13,054,980										
	State Revenue	8300-8599												27,925,839	28,458,328	29,255,161	30,164,997										
s/total Revenue Fund 10														40,980,819	41,513,308	42,310,141	43,219,977										
Expenditures:																											
	Certificated	1000-1999	328,433	322,950	326,191	326,191	333,525	333,525	333,525	333,525	341,128	341,128	341,128	341,128	344,058	344,058	344,058										
	Classified	2000-2999	556,025	664,051	666,294	546,816	726,684	709,412	709,412	709,472	725,126	732,282	739,168	739,314	737,539	749,752	763,915										
	Benefits	3000-3999	307,525	294,139	290,563	363,190	315,093	305,671	332,670	292,248	368,968	366,149	366,861	336,975	372,194	375,537	381,081										
	Books & Supplies	4000-4999	290,051	335,447	306,657	225,804	273,570	594,659	583,059	302,247	283,614	174,589	174,589	199,148	190,353	193,696	197,105										
	Services & Other	5000-5999	3,185,832	4,015,693	4,034,120	2,467,070	3,270,780	4,188,780	4,218,742	1,923,984	3,246,017	3,681,561	3,681,561	2,067,159	3,403,360	3,386,585	3,453,158										
	Capital outlay	6000-6999						4,850	-	-	3,500	3,500	3,500	1,490	5,390	0	0										
	Other Outgo	7000-7399	965,629	971,161	989,673	1,207,741	930,085	1,676,899	1,699,041	2,380,212	960,115	3,892,407	4,257,337	4,220,320	1,682,903	1,682,903	1,682,903										
s/total Expenditures Fund 01			5,633,495	6,603,441	6,613,498	5,136,812	5,849,737	7,808,946	7,881,299	5,941,688	5,928,468	9,191,615	9,564,144	7,905,534	6,735,797	6,732,531	6,822,220										
Fund 10	Transfer for Fed & State Expenditures													40,980,819	41,513,308	42,310,141	43,219,977										
Ending Balance June 30			3,849,575	3,001,167	2,309,404	3,351,683	3,418,483	1,398,237	1,398,237	4,006,240	2,908,302	1,094,774	1,096,218	2,747,052	2,885,844	3,042,173	3,168,813										
Designated from Fund Balance:																											
Board Approved Reserves:																											
	Regional Deferred Maintenance reserve		72,316	94,764	94,764	52,702	22,316	52,702	25,000	50,000	50,000	50,000	50,000	32,180	50,000	50,000	50,000										
	MTU Site Improvement Fund Reserve		800,000	800,000	800,000	800,000	800,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000										
	SELPA Designated Legal Reserve		325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000										
	SIPE Rebatefor move and SELPA-bration					16,643	14,000	15,821	15,821	37,246	37,246	37,246	37,246	35,246	37,246												
	CPI carryover to reduce costs in 21-22							23,219	23,219	23,219	23,219	23,219	23,219	23,219	23,219												
	5% Set aside for Economic Contingencies		234,893	136,686	139,374	134,605	98,772	134,605	152,765	106,534	106,534	123,256	123,557	102,940	105,648	105,648	105,648										
	Non-MH EFB Reserve							100,000	100,000	100,000		100,000	98,503	96,503													
	MH EFB Reserve							100,000	100,000	100,000		100,000	100,000	100,000													
										19-20 EFB Board Approved increases 20-21 First Interim:																	
	Low Incidence Carryover									334,145																	
	MAA Carryover									31,976				39,309													
	LEA Legal fees carryover									120,253																	
	LEA Legal fees									300,000																	
	PD carryover for free PD's in 20-21									36,692																	
	SIRAS carryover to pay for SEIS									6,000																	
	Non-MH EFB to districts									378,242																	
	MH EFB carryover to districts			566,059	566,059		790,000			1,806,933																	
	total designated		1,432,209	1,922,509	1,925,197	1,328,950	2,050,088	978,128	968,586	4,006,240	768,780	1,008,721	1,007,525	1,004,397	791,113	730,648	730,648										
	Unassigned		2,417,366	1,078,658	384,207	2,022,733	1,368,395	420,109	429,651	(0)	2,139,522	86,053	88,693	1,742,654	2,094,731	2,311,525	2,438,165										

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	2,747,052	(60,392)	
Revenue:						
Fund 01	Federal Revenue	8100-8299	773,807	862,683	88,876	New 20-21 ADR COVID, 20-21 ADR
	State Revenue	8300-8599	2,204,841	2,063,763	(141,078)	Reduction in WRAP staff from 20-21
	Local Revenue	8600-8799	3,050,678	3,948,143	897,465	Increase in Low Incidence Funding
	s/total Revenue Fund 01		6,029,326	6,874,589	845,263	
Fund 10	Federal Revenue	8100-8299		13,054,980	13,054,980	Federal \$\$ passed-thru SELPA to LEAs
	State Revenue	8300-8599	-	28,458,238	28,458,238	State \$\$ passed-thru SELPA to LEAs
	s/total Revenue Fund 10		-	41,513,218	41,513,218	
Expenditures:						
	Certificated	1000-1999	341,128	344,058	2,930	Step-in Column increase
	Classified	2000-2999	725,126	737,539	12,413	Step-in Column increase, Office Reorganization
	Benefits	3000-3999	368,968	372,194	3,226	update of benefit costs and office reorg
	Books & Supplies	4000-4999	283,614	190,353	(93,261)	Reallocating Prior Low Incidence equipment fundng to 5xxx's and 7xxx's
	Services & Other Operating	5000-5999	3,246,017	3,403,360	157,343	Reallocating Low Incidence to 5xxx's
	Capital outlay	6000-6999	3,500	5,390	1,890	Potential repairs for MTU
	Other Outgo	7300-7399	960,115	1,682,903	722,788	Increase in Low Incidence Funding for LEAs
	s/total Expenditures Fund 01		5,928,468	6,735,797	807,329	
FUND 10	Transfers	7100-7499		41,543,308	41,543,308	Funding passed-thru SELPA to LEAs
	s/total Expenditures Fund 10		-	41,543,308	41,543,308	
Ending Balance June 30			2,908,302	2,855,754	(52,548)	
Reserves:						
	Regional Deferred Maintanence 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	105,648		
	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	791,113		
	Unassigned		2,139,522	2,064,641		

**Multi-Year Projections Assumptions
2021-22 Adopted Budget**

REVENUE

Kept Federal funding flat--One-time increase expected in 20-21 but May Revise does not have the values yet.

AB602 Funding

COLA

SELPA Fund 01 Off-the-Top to SELPA

SELPA COLA increase (Regionalized Services)

AB602 change every two years to pay for CPI with off the top AB602 funds.

s/total

Fund 10 to LEAs

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 40,211,469

remaining until LEAs submit invoices:

LCI 726,020

Low Incidence without carryovers 617,067

1,343,087

Fund 10 to LEAs

Change from prior year	
\$	\$
22-23	23-24
0	0
2.48%	3.11%
27,407	0
11,025	0
(23,219)	60,000
15,213	60,000

870,295 1,336,952

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

870,295 1,336,952 in and out

ANNUAL BUDGET REPORT:
July 1, 2021 Budget Adoption

This budget was developed using the state-adopted Criteria and Standards. It was filed and adopted subsequent to a public hearing by the JPA governing board. (Pursuant to Education Code sections 33129, 41023 and 42127)

Budget available for inspection at:

Public Hearing:

Place: Santa Barbara County SELPA
Date: June 04, 2021

Place: Via Zoom-- lmacdonald@sbceo.org
Date: June 07, 2021
Time: Noon

Adoption Date: June 07, 2021

Signed: _____
Clerk/Secretary of the JPA Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Kim Hernandez

Telephone: 805-683-1424

Title: Chief Business Official

E-mail: khernandez@sbceo.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	This criterion is not checked for JPAs.	n/a	n/a
2	Enrollment	This criterion is not checked for JPAs.	n/a	n/a
3	ADA to Enrollment	This criterion is not checked for JPAs.	n/a	n/a
4	Local Control Funding Formula (LCFF) Revenue	This criterion is not checked for JPAs.	n/a	n/a

CRITERIA AND STANDARDS (continued)			Met	Not Met
5	Salaries and Benefits	Projected ratios of total salaries and benefits to total general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	This criterion is not checked for JPAs.	n/a	n/a
8	Deficit Spending	Deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	General fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.		X

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have transfers to or from the general fund to cover operating deficits changed by more than the standard for the budget or two subsequent fiscal years?	X	
S6	Long-term Commitments	Does the JPA have long-term (multiyear) commitments or debt agreements?	X	
		<ul style="list-style-type: none"> If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2020-21) annual payment? 	n/a	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S7a	Postemployment Benefits Other than Pensions	Does the JPA provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, are they lifetime benefits?	n/a	
		• If yes, do benefits continue beyond age 65?	n/a	
		• If yes, are benefits funded by pay-as-you-go?	n/a	
S7b	Other Self-insurance Benefits	Does the JPA provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)	n/a	
		• Classified? (Section S8B, Line 1)	n/a	
		• Management/supervisor/confidential? (Section S8C, Line 1)	n/a	
S9	Local Control and Accountability Plan (LCAP)	This supplemental section is not checked for JPAs.	n/a	n/a
S10	LCAP Expenditures	This supplemental section is not checked for JPAs.	n/a	n/a

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the JPA will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	n/a	n/a
A4	New Charter Schools Impacting JPA's Enrollment	Are any new charter schools operating in JPA boundaries that are impacting the JPA's enrollment, either in the prior fiscal year or budget year?	n/a	n/a
A5	Salary Increases Exceed COLA	Has the JPA entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the JPA provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the JPA's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the JPA have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of JPA Director or Financial Official	Have there been personnel changes in the JPA director or financial official positions within the last 12 months?	X	

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
2021-22 Budget
WORKERS' COMPENSATION CERTIFICATION

42 40378 0000000
Form CC

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a joint powers agency is self-insured for workers' compensation claims, the director of the joint powers agency annually shall provide information to the governing board of the joint powers agency regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(☐) Our JPA is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

(☒) This joint powers agency is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original Signature Required)

Date of Meeting: _____

For additional information on this certification, please contact:

Name: Kim Hernandez

Title: Chief Business Official

Telephone: 805-683-1424

E-mail: khernandez@sbceo.org

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Object

42 40378 0000000
Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	793,879.00	862,683.00	8.7%
3) Other State Revenue		8300-8599	2,023,941.00	2,063,763.00	2.0%
4) Other Local Revenue		8600-8799	3,828,526.03	3,948,143.00	3.1%
5) TOTAL, REVENUES			6,646,346.03	6,874,589.00	3.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	341,128.00	344,058.48	0.9%
2) Classified Salaries		2000-2999	739,314.00	737,539.08	-0.2%
3) Employee Benefits		3000-3999	336,975.09	372,194.15	10.5%
4) Books and Supplies		4000-4999	199,148.00	190,353.00	-4.4%
5) Services and Other Operating Expenditures		5000-5999	2,067,159.00	3,403,360.31	64.6%
6) Capital Outlay		6000-6999	1,490.00	5,390.00	261.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	4,220,320.00	1,682,903.00	-60.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,905,534.09	6,735,798.02	-14.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,259,188.06)	138,790.98	-111.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Object

42 40378 0000000
Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,259,188.06)	138,790.98	-111.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,006,239.78	2,747,051.72	-31.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,006,239.78	2,747,051.72	-31.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,006,239.78	2,747,051.72	-31.4%
2) Ending Balance, June 30 (E + F1e)			2,747,051.72	2,885,842.70	5.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,607,886.67	2,728,677.65	4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	139,165.05	157,165.05	12.9%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Object

42 40378 0000000
Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Object

42 40378 0000000
Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Special Education Discretionary Grants		8182	793,879.00	862,683.00	8.7%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			793,879.00	862,683.00	8.7%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6695	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,023,941.00	2,063,763.00	2.0%
TOTAL, OTHER STATE REVENUE			2,023,941.00	2,063,763.00	2.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Object

42 40378 0000000
Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
In-District Premiums/ Contributions		8674	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.0%
All Other Local Revenue		8699	470,914.03	509,519.00	8.2%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	3,337,612.00	3,418,624.00	2.4%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
ROC/P Transfers					
From Districts or Charter Schools	6360	8791	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,828,526.03	3,948,143.00	3.1%
TOTAL, REVENUES			6,646,346.03	6,874,589.00	3.4%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Object

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Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	282,038.00	284,968.08	1.0%
Other Certificated Salaries		1900	59,090.00	59,090.40	0.0%
TOTAL, CERTIFICATED SALARIES			341,128.00	344,058.48	0.9%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	160,914.00	116,280.00	-27.7%
Other Classified Salaries		2900	578,400.00	621,259.08	7.4%
TOTAL, CLASSIFIED SALARIES			739,314.00	737,539.08	-0.2%
EMPLOYEE BENEFITS					
STRS		3101-3102	100,828.09	102,692.00	1.8%
PERS		3201-3202	57,858.00	96,727.00	67.2%
OASDI/Medicare/Alternative		3301-3302	15,666.00	15,633.16	-0.2%
Health and Welfare Benefits		3401-3402	156,723.00	151,344.00	-3.4%
Unemployment Insurance		3501-3502	527.00	540.00	2.5%
Workers' Compensation		3601-3602	5,373.00	5,257.99	-2.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			336,975.09	372,194.15	10.5%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	196,348.00	184,553.00	-6.0%
Noncapitalized Equipment		4400	2,800.00	5,800.00	107.1%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			199,148.00	190,353.00	-4.4%

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Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	21,000.00	84,980.31	304.7%
Dues and Memberships		5300	3,000.00	3,500.00	16.7%
Insurance		5400-5450	4,375.00	5,050.00	15.4%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	93,925.00	73,188.00	-22.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,918,619.00	3,203,402.00	67.0%
Communications		5900	26,240.00	33,240.00	26.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,067,159.00	3,403,360.31	64.6%
CAPITAL OUTLAY					
Land		6100	0.00	5,390.00	New
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,490.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,490.00	5,390.00	261.7%

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July 1 Budget
General Fund
Expenditures by Object

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Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	30,000.00	30,000.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments					
To Districts or Charter Schools	6500	7221	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.0%
ROC/P Transfers of Apportionments					
To Districts or Charter Schools	6360	7221	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.0%
All Other Transfers		7281-7283	4,190,320.00	1,652,903.00	-60.6%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,220,320.00	1,682,903.00	-60.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			7,905,534.09	6,735,798.02	-14.8%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Object

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Form 01

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: Special Reserve Fund		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: Special Reserve Fund		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Function

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Form 01

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	793,879.00	862,683.00	8.7%
3) Other State Revenue		8300-8599	2,023,941.00	2,063,763.00	2.0%
4) Other Local Revenue		8600-8799	3,828,526.03	3,948,143.00	3.1%
5) TOTAL, REVENUES			6,646,346.03	6,874,589.00	3.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		3,650,124.09	5,006,905.02	37.2%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		7,360.00	7,360.00	0.0%
8) Plant Services	8000-8999		27,730.00	38,630.00	39.3%
9) Other Outgo	9000-9999	Except 7600-7699	4,220,320.00	1,682,903.00	-60.1%
10) TOTAL, EXPENDITURES			7,905,534.09	6,735,798.02	-14.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,259,188.06)	138,790.98	-111.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Expenditures by Function

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Form 01

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,259,188.06)	138,790.98	-111.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,006,239.78	2,747,051.72	-31.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,006,239.78	2,747,051.72	-31.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,006,239.78	2,747,051.72	-31.4%
2) Ending Balance, June 30 (E + F1e)			2,747,051.72	2,885,842.70	5.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,607,886.67	2,728,677.65	4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	139,165.05	157,165.05	12.9%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
General Fund
Exhibit: Restricted Balance Detail

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Form 01

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
6500	Special Education	1,314,153.05	1,434,913.01
6546	Mental Health-Related Services	1,293,733.62	1,293,764.64
Total, Restricted Balance		<u>2,607,886.67</u>	<u>2,728,677.65</u>

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
Special Education Pass-Through Fund
Expenditures by Object

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Form 10

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	13,054,980.00	13,054,980.00	0.0%
3) Other State Revenue		8300-8599	27,925,839.00	28,458,328.00	1.9%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			40,980,819.00	41,513,308.00	1.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	40,980,819.00	41,513,308.00	1.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			40,980,819.00	41,513,308.00	1.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
Special Education Pass-Through Fund
Expenditures by Object

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Form 10

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
Special Education Pass-Through Fund
Expenditures by Object

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Form 10

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Santa Barbara County SELPA JPA
Santa Barbara County

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Special Education Pass-Through Fund
Expenditures by Object

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Form 10

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
Property Taxes Transfers		8097	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Pass-Through Revenues from Federal Sources		8287	13,054,980.00	13,054,980.00	0.0%
TOTAL, FEDERAL REVENUE			13,054,980.00	13,054,980.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	25,861,015.00	26,463,163.00	2.3%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	2,064,824.00	1,995,165.00	-3.4%
TOTAL, OTHER STATE REVENUE			27,925,839.00	28,458,328.00	1.9%
OTHER LOCAL REVENUE					
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.0%
Transfers of Apportionments					
From Districts or Charter Schools		8791	0.00	0.00	0.0%
From County Offices		8792	0.00	0.00	0.0%
From JPAs		8793	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			40,980,819.00	41,513,308.00	1.3%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
Special Education Pass-Through Fund
Expenditures by Object

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Form 10

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	14,810,417.00	14,741,082.00	-0.5%
To County Offices		7212	309,387.00	309,063.00	-0.1%
To JPAs		7213	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments					
To Districts or Charter Schools	6500	7221	23,437,778.00	24,031,486.00	2.5%
To County Offices	6500	7222	2,423,237.00	2,431,677.00	0.3%
To JPAs	6500	7223	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			40,980,819.00	41,513,308.00	1.3%
TOTAL, EXPENDITURES			40,980,819.00	41,513,308.00	1.3%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
Special Education Pass-Through Fund
Expenditures by Function

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Form 10

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	13,054,980.00	13,054,980.00	0.0%
3) Other State Revenue		8300-8599	27,925,839.00	28,458,328.00	1.9%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			40,980,819.00	41,513,308.00	1.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	40,980,819.00	41,513,308.00	1.3%
10) TOTAL, EXPENDITURES			40,980,819.00	41,513,308.00	1.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
Special Education Pass-Through Fund
Expenditures by Function

42 40378 0000000
Form 10

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Santa Barbara County SELPA JPA
Santa Barbara County

July 1 Budget
Special Education Pass-Through Fund
Exhibit: Restricted Balance Detail

42 40378 0000000
Form 10

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
Total, Restricted Balance		0.00	0.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099					
2. Federal Revenues	8100-8299	862,683.00	0.00%	862,683.00	0.00%	862,683.00
3. Other State Revenues	8300-8599	2,063,763.00	0.00%	2,063,763.00	0.00%	2,063,763.00
4. Other Local Revenues	8600-8799	3,948,143.00	0.22%	3,956,908.00	2.56%	4,058,011.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		6,874,589.00	0.13%	6,883,354.00	1.47%	6,984,457.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				344,058.48		344,058.48
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	344,058.48	0.00%	344,058.48	0.00%	344,058.48
2. Classified Salaries						
a. Base Salaries				737,539.08		749,752.08
b. Step & Column Adjustment				12,213.00		14,162.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	737,539.08	1.66%	749,752.08	1.89%	763,914.08
3. Employee Benefits	3000-3999	372,194.15	1.20%	376,663.15	1.47%	382,208.15
4. Books and Supplies	4000-4999	190,353.00	1.76%	193,696.00	1.76%	197,105.00
5. Services and Other Operating Expenditures	5000-5999	3,403,360.31	-0.49%	3,386,585.31	1.97%	3,453,158.31
6. Capital Outlay	6000-6999	5,390.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,682,903.00	0.00%	1,682,903.00	0.00%	1,682,903.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section G below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		6,735,798.02	-0.03%	6,733,658.02	1.33%	6,823,347.02
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		138,790.98		149,695.98		161,109.98
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		2,747,051.72		2,885,842.70		3,035,538.68
2. Ending Fund Balance (Sum lines C and D1)		2,885,842.70		3,035,538.68		3,196,648.66
3. Components of Ending Fund Balance (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	2,728,677.65		2,866,540.31		3,015,235.02
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	157,165.05		168,998.37		181,413.64
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,885,842.70		3,035,538.68		3,196,648.66

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	157,165.05		168,998.37		181,413.64
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
(Enter reserve projections in Columns C and E for subsequent years 1 and 2. - Column A is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		157,165.05		168,998.37		181,413.64
4. Total Available Reserves - by Percent (Line E3 divided by Line F2)		2.33%		2.51%		2.66%
F. RECOMMENDED RESERVES						
1. JPA ADA						
Used to determine the reserve standard percentage level on Line F5 (Enter ADA for current and two subsequent years, if applicable)		0.00		0.00		0.00
2. Total Expenditures and Other Financing Uses (Line B11)		6,735,798.02		6,733,658.02		6,823,347.02
3. Less: Special Education Pass-through (Not applicable for JPAs)		N/A		N/A		N/A
4. Sub-Total (Line F2 minus F3)		6,735,798.02		6,733,658.02		6,823,347.02
5. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		5%		5%		5%
6. Reserve Standard - By Percent (Line F4 times F5)		336,789.90		336,682.90		341,167.35
7. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		71,000.00		71,000.00		71,000.00
8. Reserve Standard (Greater of Line F6 or F7)		336,789.90		336,682.90		341,167.35
9. Available Reserves (Line E3) Meet the Reserve Standard (Line F8)		NO		NO		NO
G. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF	JUNE									
A. BEGINNING CASH			2,747,051.00	2,785,594.38	2,801,991.70	2,757,020.93	3,765,948.11	3,498,677.56	3,472,422.06	3,158,657.63
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019									
Property Taxes	8020-8079									
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299									431,341.50
Other State Revenue	8300-8599					1,031,881.50				
Other Local Revenue	8600-8799		197,407.15	197,407.15	355,332.87	355,332.87	355,332.87	355,332.87	355,332.87	355,332.87
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			197,407.15	197,407.15	355,332.87	1,387,214.37	355,332.87	355,332.87	355,332.87	786,674.37
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		28,671.54	28,671.54	28,671.54	28,671.54	28,671.54	28,671.54	28,671.54	28,671.54
Classified Salaries	2000-2999		61,461.59	61,461.59	61,461.59	61,461.59	61,461.59	61,461.59	61,461.59	61,461.59
Employee Benefits	3000-3999		31,016.18	31,016.18	31,016.18	31,016.18	31,016.18	31,016.18	31,016.18	31,016.18
Books and Supplies	4000-4999		714.46	9,860.52	4,154.33	21,747.88	1,454.11	5,439.06	12,464.16	11,183.76
Services	5000-5999		37,000.00	50,000.00	275,000.00	230,000.00	500,000.00	255,000.00	255,000.00	255,000.00
Capital Outlay	6000-6599					5,390.00				
Other Outgo	7000-7499								280,483.83	280,483.83
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			158,863.77	181,009.83	400,303.64	378,287.19	622,603.42	381,588.37	669,097.30	667,816.90
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299									
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599									
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Nonoperating</u>										
Suspense Clearing	9910			0.00						
TOTAL BALANCE SHEET ITEMS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			38,543.38	16,397.32	(44,970.77)	1,008,927.18	(267,270.55)	(26,255.50)	(313,764.43)	118,857.47
F. ENDING CASH (A + E)			2,785,594.38	2,801,991.70	2,757,020.93	3,765,948.11	3,498,677.56	3,472,422.06	3,158,657.63	3,277,515.10
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF	JUNE								
A. BEGINNING CASH		3,277,515.10	2,911,380.99	2,829,234.11	2,499,644.84				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019							0.00	0.00
Property Taxes	8020-8079							0.00	0.00
Miscellaneous Funds	8080-8099							0.00	0.00
Federal Revenue	8100-8299					431,341.50		862,683.00	862,683.00
Other State Revenue	8300-8599		515,940.75			515,940.75		2,063,763.00	2,063,763.00
Other Local Revenue	8600-8799	355,332.87	355,332.87	355,332.87		355,332.87		3,948,143.00	3,948,143.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		355,332.87	871,273.62	355,332.87	0.00	1,302,615.12	0.00	6,874,589.00	6,874,589.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	28,671.54	28,671.54	28,671.54	28,671.54			344,058.48	344,058.48
Classified Salaries	2000-2999	61,461.59	61,461.59	61,461.59	61,461.59			737,539.08	737,539.08
Employee Benefits	3000-3999	31,016.18	31,016.18	31,016.18	31,016.17			372,194.15	372,194.15
Books and Supplies	4000-4999	44,833.84	51,787.36	12,289.00	14,424.52			190,353.00	190,353.00
Services	5000-5999	275,000.00	500,000.00	271,000.00	500,360.31			3,403,360.31	3,403,360.31
Capital Outlay	6000-6599							5,390.00	5,390.00
Other Outgo	7000-7499	280,483.83	280,483.83	280,483.83	280,483.85			1,682,903.00	1,682,903.00
Interfund Transfers Out	7600-7629							0.00	0.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		721,466.98	953,420.50	684,922.14	916,417.98	0.00	0.00	6,735,798.02	6,735,798.02
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490				0.00			0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
E. NET INCREASE/DECREASE (B - C + D)		(366,134.11)	(82,146.88)	(329,589.27)	(916,417.98)	1,302,615.12	0.00	138,790.98	138,790.98
F. ENDING CASH (A + E)		2,911,380.99	2,829,234.11	2,499,644.84	1,583,226.86				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								2,885,841.98	

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF	JUNE									
A. BEGINNING CASH			1,583,226.86	1,620,812.78	1,636,257.70	1,590,685.94	2,604,401.80	2,336,484.04	2,309,666.28	1,995,300.69
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019									
Property Taxes	8020-8079									
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299									431,341.50
Other State Revenue	8300-8599					1,031,881.50				515,940.75
Other Local Revenue	8600-8799		197,845.40	197,845.40	356,121.72	356,121.72	356,121.72	356,121.72	356,121.72	356,121.72
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			197,845.40	197,845.40	356,121.72	1,388,003.22	356,121.72	356,121.72	356,121.72	1,303,403.97
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		28,671.54	28,671.54	28,671.54	28,671.54	28,671.54	28,671.54	28,671.54	28,671.54
Classified Salaries	2000-2999		62,479.34	62,479.34	62,479.34	62,479.34	62,479.34	62,479.34	62,479.34	62,479.34
Employee Benefits	3000-3999		31,388.60	31,388.60	31,388.60	31,388.60	31,388.60	31,388.60	31,388.60	31,388.59
Books and Supplies	4000-4999		720.00	9,861.00	4,154.00	21,747.88	1,500.00	5,400.00	12,464.00	11,180.00
Services	5000-5999		37,000.00	50,000.00	275,000.00	230,000.00	500,000.00	255,000.00	255,000.00	255,000.00
Capital Outlay	6000-6599									
Other Outgo	7000-7499								280,483.83	280,483.83
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			160,259.48	182,400.48	401,693.48	374,287.36	624,039.48	382,939.48	670,487.31	669,203.30
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299									
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599									
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			37,585.92	15,444.92	(45,571.76)	1,013,715.86	(267,917.76)	(26,817.76)	(314,365.59)	634,200.67
F. ENDING CASH (A + E)			1,620,812.78	1,636,257.70	1,590,685.94	2,604,401.80	2,336,484.04	2,309,666.28	1,995,300.69	2,629,501.36
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF	JUNE								
A. BEGINNING CASH		2,629,501.36	2,262,765.78	1,664,077.20	1,333,886.62				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019							0.00	
Property Taxes	8020-8079							0.00	
Miscellaneous Funds	8080-8099							0.00	
Federal Revenue	8100-8299					431,341.50		862,683.00	862,683.00
Other State Revenue	8300-8599					515,940.75		2,063,763.00	2,063,763.00
Other Local Revenue	8600-8799	356,121.72	356,121.72	356,121.72	356,121.72			3,956,908.00	3,956,908.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		356,121.72	356,121.72	356,121.72	356,121.72	947,282.25	0.00	6,883,354.00	6,883,354.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	28,671.54	28,671.54	28,671.54	28,671.54			344,058.48	344,058.48
Classified Salaries	2000-2999	62,479.34	62,479.34	62,479.34	62,479.34			749,752.08	749,752.08
Employee Benefits	3000-3999	31,388.59	31,388.59	31,388.59	31,388.59			376,663.15	376,663.15
Books and Supplies	4000-4999	44,834.00	51,787.00	12,289.00	17,759.12			193,696.00	193,696.00
Services	5000-5999	275,000.00	500,000.00	271,000.00	483,585.31			3,386,585.31	3,386,585.31
Capital Outlay	6000-6599							0.00	0.00
Other Outgo	7000-7499	280,483.83	280,483.83	280,483.83	280,483.85			1,682,903.00	1,682,903.00
Interfund Transfers Out	7600-7629							0.00	0.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		722,857.30	954,810.30	686,312.30	904,367.75	0.00	0.00	6,733,658.02	6,733,658.02
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
E. NET INCREASE/DECREASE (B - C + D)		(366,735.58)	(598,688.58)	(330,190.58)	(548,246.03)	947,282.25	0.00	149,695.98	149,695.98
F. ENDING CASH (A + E)		2,262,765.78	1,664,077.20	1,333,886.62	785,640.59				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								1,732,922.84	

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 0.00
2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. 0.00
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

N/A

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 1,417,417.09

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 0.00%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. 0.00
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	0.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	0.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	0.00
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	0.00
9. Carry-Forward Adjustment (Part IV, Line F)	0.00
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	0.00

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	0.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	3,650,124.09
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	0.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	7,360.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	26,240.00
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	3,683,724.09

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B19)	0.00%
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D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2022-23 see www.cde.ca.gov/fg/ac/ic/) (Line A10 divided by Line B19)	0.00%
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Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	0.00
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	0.00
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (0%) times Part III, Line B19); zero if negative	0.00
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (0%) times Part III, Line B19) or (the highest rate used to recover costs from any program (0%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	0.00
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	0.00

Santa Barbara County SELPA JPA July 1 Budget
 Santa Barbara County 2020-21 Estimated Actuals 42 40378 0000000
 Exhibit A: Indirect Cost Rates Charged to Programs Form ICR

Approved indirect cost rate: 0.00%
 Highest rate used in any program: 0.00%

<u>Fund</u>	<u>Resource</u>	<u>Eligible Expenditures (Objects 1000-5999 except Object 5100)</u>	<u>Indirect Costs Charged (Objects 7310 and 7350)</u>	<u>Rate Used</u>
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2021-22 Budget Adoption – SACS Criteria and Standards

The SACS Criteria and Standards form is required for all SACS reporting, Budget Adoption, First Interim and Second Interim. It looks at the information that has been uploaded into the General Fund Report and compares it to previously reported data. In areas where the Criteria and Standards have not been met an explanation is required.

Criteria and Standards Summary “Not Met” and/or Additional Comments

6b Federal Revenue:

The Budget year shows an increase in funding from the prior year and flat funding for the subsequent two future year. Additional one-time funding is expected in 22-23 but details about the funding has not been made available yet by the May Revise.

10) Reserves:

SELPA meets all required reserve calculations. The SACS software does not recognize revenue in Resource 6500 and 6546 as being available for reserves even though most of SELPA funding is in those resources. SELPA does hold at a minimum of 5% reserve for economic contingencies.

Provide methodology and assumptions used to estimate revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments). Deviations from the standards must be explained and may affect the approval of the budget.

Note: This form is the same as the school district criteria and standards review except for the average daily attendance, enrollment, ADA to enrollment, LCFF revenue, and ongoing and major maintenance account criteria, which are not applicable for JPAs. The criteria and standards review should be completed only to the extent that individual components apply to each JPA, and with concurrence from the reviewing agency.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

This criterion is not checked for JPAs

2. CRITERION: Enrollment

This criterion is not checked for JPAs

3 CRITERION: ADA to Enrollment

This criterion is not checked for JPAs

4. CRITERION: Local Control Funding Formula (LCFF) Revenue

This criterion is not checked for JPAs

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total salaries and benefits to total general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the JPA's required reserves percentage.

5A. Calculating the JPA's Historical Average Ratio of Salaries and Benefits to Total General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals		Ratio of Salaries and Benefits to Total Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2018-19)	1,236,197.65	5,136,812.16	24.1%
Second Prior Year (2019-20)	1,335,244.29	5,941,687.72	22.5%
First Prior Year (2020-21)	1,417,417.09	7,905,534.09	17.9%
	Historical Average Ratio:		21.5%

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
JPA's Reserve Standard Percentage (Criterion 10B, Line 4):	5.0%	5.0%	5.0%
JPA's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the JPA's reserve standard percentage):	16.5% to 26.5%	16.5% to 26.5%	16.5% to 26.5%

5B. Calculating the JPA's Projected Ratio of Salaries and Benefits to Total General Fund Expenditures

DATA ENTRY: If Form MYP exists, Salaries and Benefits, and Total Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget		Ratio of Salaries and Benefits to Total Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2021-22)	1,453,791.71	6,735,798.02	21.6%	Met
1st Subsequent Year (2022-23)	1,470,473.71	6,733,658.02	21.8%	Met
2nd Subsequent Year (2023-24)	1,490,180.71	6,823,347.02	21.8%	Met

5C. Comparison of JPA Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total salaries and benefits to total expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the funded COLA plus or minus five percent must be explained.

6A. Calculating the JPA's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: Enter data for the budget and two subsequent fiscal years on line 1. All other data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. JPA's Change in Funding Level			
2. JPA's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-10.00% to 10.00%	-10.00% to 10.00%	-10.00% to 10.00%
3. JPA's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-5.00% to 5.00%	-5.00% to 5.00%	-5.00% to 5.00%

6B. Calculating the JPA's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the JPA's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2020-21)	793,879.00		
Budget Year (2021-22)	862,683.00	8.67%	Yes
1st Subsequent Year (2022-23)	862,683.00	0.00%	No
2nd Subsequent Year (2023-24)	862,683.00	0.00%	No

Explanation:
(required if yes)

Federal funding increased in budget year. Projecting flat funding for future years at this time because the May Revise has not addressed what the increases will be in future years.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2020-21)	2,023,941.00		
Budget Year (2021-22)	2,063,763.00	1.97%	No
1st Subsequent Year (2022-23)	2,063,763.00	0.00%	No
2nd Subsequent Year (2023-24)	2,063,763.00	0.00%	No

Explanation:
(required if yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2020-21)	3,828,526.03		
Budget Year (2021-22)	3,948,143.00	3.12%	No
1st Subsequent Year (2022-23)	3,956,908.00	0.22%	No
2nd Subsequent Year (2023-24)	4,058,011.00	2.56%	No

Explanation:
(required if yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2020-21)	199,148.00		
Budget Year (2021-22)	190,353.00	-4.42%	No
1st Subsequent Year (2022-23)	193,696.00	1.76%	No
2nd Subsequent Year (2023-24)	197,105.00	1.76%	No

Explanation:
(required if yes)

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2020-21)	2,067,159.00		
Budget Year (2021-22)	3,403,360.31	64.64%	Yes
1st Subsequent Year (2022-23)	3,386,585.31	-0.49%	No
2nd Subsequent Year (2023-24)	3,453,158.31	1.97%	No

Explanation:
(required if yes)

Low incidence funding increased in the 20-21 and is now used for services as well as materials and equipment.

6C. Calculating the JPA's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
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Total Federal, Other State, and Other Local Revenue (Section 6B)

First Prior Year (2020-21)	6,646,346.03		
Budget Year (2021-22)	6,874,589.00	3.43%	Met
1st Subsequent Year (2022-23)	6,883,354.00	0.13%	Met
2nd Subsequent Year (2023-24)	6,984,457.00	1.47%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Section 6B)

First Prior Year (2020-21)	2,266,307.00		
Budget Year (2021-22)	3,593,713.31	58.57%	Not Met
1st Subsequent Year (2022-23)	3,580,281.31	-0.37%	Met
2nd Subsequent Year (2023-24)	3,650,263.31	1.95%	Met

6D. Comparison of JPA Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:

Federal Revenue
(linked from 6B
if NOT met)

Explanation:

Other State Revenue
(linked from 6B
if NOT met)

Explanation:

Other Local Revenue
(linked from 6B
if NOT met)

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6B above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6B
if NOT met)

Explanation:

Services and Other Exps
(linked from 6B
if NOT met)

Low incidence funding increased in the 20-21 and is now used for services as well as materials and equipment.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the JPA is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the JPA's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

This criterion is not checked for JPAs

8. CRITERION: Deficit Spending

STANDARD: Deficit spending (total expenditures and other financing uses is greater than total revenues and other financing sources) as a percentage of total expenditures and other financing uses, has not exceeded one-third of the JPA's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years:

8A. Calculating the JPA's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2018-19)	Second Prior Year (2019-20)	First Prior Year (2020-21)
1. JPA's Available Reserve Amounts			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	0.00	0.00	0.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	178,433.14	169,155.05	139,165.05
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	178,433.14	169,155.05	139,165.05
2. JPA's Total Expenditures and Other Financing Uses			
a. JPA's Total Expenditures and Other Financing Uses (Criterion 8B)	5,136,812.16	5,941,687.72	7,905,534.09
b. Plus: Special Education Pass-through Funds (Not applicable for JPAs)	N/A	N/A	N/A
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	5,136,812.16	5,941,687.72	7,905,534.09
3. JPA's Available Reserve Percentage (Line 1e divided by Line 2c)	3.5%	2.8%	1.8%
JPA's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	1.2%	0.9%	0.6%

¹Available reserves are the amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² A JPA that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the JPA's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Fund Balance (Form 01, Section E)	Total Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Fund Balance is negative, else N/A)	Status
Third Prior Year (2018-19)	163,799.99	5,136,812.16	N/A	Met
Second Prior Year (2019-20)	654,556.94	5,941,687.72	N/A	Met
First Prior Year (2020-21)	(1,259,188.06)	7,905,534.09	15.9%	Not Met
Budget Year (2021-22) (Information only)	138,790.98	6,735,798.02		

8C. Comparison of JPA Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

SELPA has ending fund balances in all three years that includes carryovers from prior years that the JPA Board allocates to be spent for such items as Legal Fees and Staff Development for the districts to be held at SELPA. When those accounts and NPS accounts are not fully expended there is an ending balance to be used in the subsequent year which increases the expenditures and looks like SELPA is deficit spending in the year that the expenditures increase due to carryovers.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	JPA ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

JPA ADA (Criterion 10):

JPA's Fund Balance Standard Percentage Level:

9A. Calculating the JPA's General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	General Fund Beginning Balance ² (Form 01, Line F1e)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2018-19)	3,187,883.00	3,187,882.85	0.0%	Met
Second Prior Year (2019-20)	3,324,968.00	3,351,682.84	N/A	Met
First Prior Year (2020-21)	2,807,444.00	4,006,239.78	N/A	Met
Budget Year (2021-22) (Information only)	2,747,051.72			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of JPA Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - General fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

Percentage Level	JPA ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A JPA that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
JPA ADA (Form MYP, Line F1, if available; else defaults to zero and may be overwritten):	0	0	0
JPA's Reserve Standard Percentage Level:	5%	5%	5%

10A. Calculating the JPA's Special Education Pass-through Exclusions (only for JPAs that serve as the AU of a SELPA)

Special education pass-through exclusions are not applicable for JPAs

10B. Calculating the JPA's Reserve Standard

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Total Expenditures and Other Financing Uses (Criterion 8B) (Form MYP, Line B11)	6,735,798.02	6,733,658.02	6,823,347.02
2. Less: Special Education Pass-through (Not applicable for JPAs)	N/A	N/A	N/A
3. Net Expenditures and Other Financing Uses (Line B1 minus Line B2)	6,735,798.02	6,733,658.02	6,823,347.02
4. Reserve Standard Percentage Level	5%	5%	5%
5. Reserve Standard - by Percent (Line B3 times Line B4)	336,789.90	336,682.90	341,167.35
6. Reserve Standard - by Amount (\$71,000 for JPAs with 0 to 1,000 ADA, else 0)	71,000.00	71,000.00	71,000.00
7. JPA's Reserve Standard (Greater of Line B5 or Line B6)	336,789.90	336,682.90	341,167.35

10C. Calculating the JPA's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	0.00	0.00	0.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	157,165.05	168,998.37	181,413.64
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. JPA's Budgeted Reserve Amount (Lines C1 thru C7)	157,165.05	168,998.37	181,413.64
9. JPA's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	2.33%	2.51%	2.66%
JPA's Reserve Standard (Section 10B, Line 7):	336,789.90	336,682.90	341,167.35
Status:	Not Met	Not Met	Not Met

10D. Comparison of JPA Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected available reserves are below the standard in one or more of the budget or two subsequent fiscal years. Provide reasons for reserves falling below the standard and what plans and actions are anticipated to be taken to increase reserves to, or above, the standard.

Explanation:
(required if NOT met)

The SAC software does not recognize revenue in Resource 6500 or 6546 as being available for reserves. Most of SELPA funding is in these resources and when included SELPA meets all required reserve calculations.

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

- 1a. Does your JPA have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your JPA have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

- 1a. Does your JPA have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

- 1b. If Yes, identify the expenditures:

S4. Contingent Revenues

- 1a. Does your JPA have projected revenues for the budget year and/or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

JPA's Contributions and Transfers Standard: -10% to +10%
or -\$20,000 to +\$20,000

S5A. Identification of the JPA's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
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1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)

This item is not applicable for JPAs.

1b. Transfers In, General Fund *

First Prior Year (2020-21)				
Budget Year (2021-22)	0.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met

1c. Transfers Out, General Fund *

First Prior Year (2020-21)				
Budget Year (2021-22)	0.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the JPA's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1b-1c or if Yes for item 1d.

1a. This item is not applicable for JPAs.

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

--

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the JPA's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

- Does your JPA have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C) No
- If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	SACS Fund and Object Codes Used For: Debt Service (Expenditures)	Principal Balance as of July 1, 2021
Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (do not include OPEB)				
TOTAL:				0

Type of Commitment (continued)	First Prior Year (2020-21) Annual Payment (P & I)	Budget Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Total Annual Payments:	0	0	0	0
Has total annual payment increased over prior year (2020-21)?	No	No	No	No

S6B. Comparison of JPA's Annual Payments To Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes
to increase in total
annual payments)

--

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; If Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

n/a

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

--

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the JPA's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except for the budget year data on line 5b.

1. Does your JPA provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

No

2. For the JPA's OPEB:

- a. Are they lifetime benefits?

No

- b. Do benefits continue past age 65?

- c. Describe any other characteristics of the JPA's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Self-Insurance Fund

Governmental Fund

- b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

4. OPEB Liabilities

- a. Total OPEB liability

- b. OPEB plan(s) fiduciary net position (if applicable)

- c. Total/Net OPEB liability (Line 4a minus Line 4b)

0.00

- d. Is total OPEB liability based on the JPA's estimate or an actuarial valuation?

- e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation

5. OPEB Contributions

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

- a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method

- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)

0.00

- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

- d. Number of retirees receiving OPEB benefits

S7B. Identification of the JPA's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your JPA operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability?
 (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the JPA, including details for each such as level of risk retained, funding approach, basis for the valuation (JPA's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities
 a. Accrued liability for self-insurance programs
 b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions
 a. Required contribution (funding) for self-insurance programs
 b. Amount contributed (funded) for self-insurance programs

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The JPA must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the JPA governing board and superintendent.

S8A. Cost Analysis of JPA's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	0.9	1.0	1.0	1.0

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete question 2.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-4.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 5 and 6.

If n/a, skip to Section S8B.

Negotiations Settled

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

3. Period covered by the agreement:

Begin Date:

End Date:

4. Salary settlement:

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

5. Cost of a one percent increase in salary and statutory benefits

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Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

6. Amount included for any tentative salary schedule increases

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Certificated (Non-management) Health and Welfare (H&W) Benefits

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

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Certificated (Non-management) Step and Column Adjustments

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Certificated (Non-management) Attrition (layoffs and retirements)

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of JPA's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	8.8	8.0	8.0	8.0

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete question 2.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-4.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 5 and 6.

If n/a, skip to Section S8C.

Negotiations Settled

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

3. Period covered by the agreement:

Begin Date:

End Date:

4. Salary settlement:

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

5. Cost of a one percent increase in salary and statutory benefits

6. Amount included for any tentative salary schedule increases

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
- If Yes, amount of new costs included in the budget and MYPs
- If Yes, explain the nature of the new costs:

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Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of JPA's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	2.0	2.0	2.0	2.0

**Management/Supervisor/Confidential
Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

n/a

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

4. Amount included for any tentative salary schedule increases

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

**Management/Supervisor/Confidential
Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

**Management/Supervisor/Confidential
Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

**Management/Supervisor/Confidential
Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

This supplemental section is not checked for JPAs.

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

This supplemental section is not checked for JPAs.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except items A3 and A4, which are not applicable for JPAs.

A1. Do cash flow projections show that the JPA will end the budget year with a negative cash balance in the general fund?

No

A2. Is the system of personnel position control independent from the payroll system?

No

A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column of Criterion 2A are used to determine Yes or No)

N/A

A4. Are new charter schools operating in JPA boundaries that impact the JPA's enrollment, either in the prior fiscal year or budget year?

N/A

A5. Has the JPA entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

A6. Does the JPA provide uncapped (100% employer paid) health benefits for current or retired employees?

No

A7. Is the JPA's financial system independent of the county office system?

No

A8. Does the JPA have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

No

A9. Have there been personnel changes in the JPA director or financial official positions within the last 12 months?

No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of Joint Powers Agency Budget Criteria and Standards Review

2021-22 Budget Adoption – Technical Review Checks

The SACS Technical Review Checks looks at all of the data that has been entered in the various SACS forms to make sure that it meets all requirements. The Technical Review Checks under Export Checks must show that all checks are completed before SACS reporting can be finalized.

SACS2021 Financial Reporting Software - 2021.1.0
5/25/2021 2:34:22 PM

42-40378-0000000

July 1 Budget
2021-22 Budget
Technical Review Checks

Santa Barbara County SELPA JPA

Santa Barbara County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

SACS2021 Financial Reporting Software - 2021.1.0
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42-40378-0000000

July 1 Budget
2020-21 Estimated Actuals
Technical Review Checks

Santa Barbara County SELPA JPA

Santa Barbara County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
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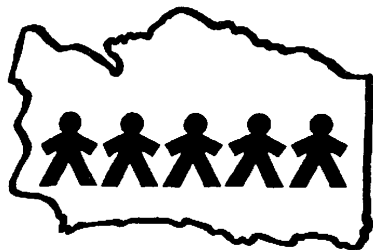
IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Proposed 2021-2022 SBCSELPA JPA Board Meeting Dates

BACKGROUND:

- The following dates are being proposed for 2021-2022 SBCSELPA JPA Board Meetings:
 - August 30, 2021 or September 2021 – TBD
 - October 4, 2021
 - November 1, 2021
 - December 6, 2021
 - January 2022 – No Meeting
 - February 7, 2022
 - March 7, 2022
 - April 2022 – No Meeting
 - May 2, 2022
 - June 6, 2022
- The proposed dates above align with the 2021-2022 Superintendents' Meetings schedule.
- The tentative plan is to **meet in-person on the "highlighted dates"** and to **meet via Zoom on all other dates**, which is the same plan for the Superintendents meeting.
- In-person meetings will most likely be held in the Jonata Middle School Library, that is still pending confirmation.
- The SBCSELPA JPA Board will not meet in **August/September 2021**, January 2022, or April 2022.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: The SBCSELPA JPA Board approve the proposed 2021-2022 SBCSELPA JPA Board Meeting dates 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 15, 2021

SBAS-9409

TO: SELPA

FROM: Bill Ridgeway, Assistant Superintendent
 Administrative Services

SUBJECT: **Interim Financial Report Analysis and Recommendations**

As required by Education Code Section 42131, our office has reviewed your district's interim report which was due to our office on March 17.

We have notified the State Department of Education and the State Controller that your district has filed a positive certification with our office. Based on our analysis of the financial information submitted by the Superintendent, we concur with your district's certification. Our comments or technical corrections, if any, have been sent to your district's business office.

If you have any questions, please feel free to contact your district financial advisor or Denice Cora at ext. 5237.

ad

attachments

c District Financial Advisor





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 15, 2021

SBAS-9410

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

FROM: Denice Cora, Administrator *DC*
 Stephen Williams, District Financial Advisor *SGW*

SUBJECT: **Second Interim Report Analysis and Recommendations**

In accordance with the provisions of Education Code Section 42131, our office has completed a review of the district's Interim Report. Based on the multiyear projections and assumptions provided by the district, with data current as of Jan. 31, it appears that the district will be able to meet its financial obligations for the current and two subsequent fiscal years while maintaining the required minimum level Reserve for Economic Uncertainties. **We therefore concur with the district's positive certification.**

This letter discusses the areas of comment noted by the Santa Barbara County Education Office in its review of the Interim Report and any corresponding supplemental information provided by the district. The specific findings, comments, and requested actions are reflected in the following sections.

Financial Overview

Amid the ongoing coronavirus pandemic, California's economy has experienced unexpected gains in revenues. With the revenue forecast dramatically improved since the 2020 State Budget Act, the Governor's 2021-22 state budget proposal released in January provides funding for a cost-of-living adjustment (COLA) to address expenditure growth in 2021-22 and 2022-23.

The budget proposes to make up for the elimination of COLA in the current year by including a compounding COLA of 3.84% applied to LCFF state revenue in 2021-22 (derived from a 1.5% statutory COLA in 2021-22 and the suspended 2.31% statutory COLA from 2020-21) and a 2.98% COLA in 2022-23.

Additionally, the Special Education base funding formula calculates allocations to SELPA based on the greater of the ADA reported in the current fiscal year or by taking the greater of the most recent prior fiscal year or the second most recent prior fiscal year. This increased, ongoing allocation to the new base funding formula results in a 2020-21 base rate of \$625 per ADA. The Second Interim Report continues to account for these changes as well as reflects the board approved allocations of the prior year fund balance.

Given the uncertain economic outlook resulting from the ongoing coronavirus pandemic, we ask that the SELPA remain adaptable and flexible in providing educational services while also focusing on budget management and fiscal solvency.

General Fund Reserve

The SELPA is projecting an operating deficit in its general fund of approximately \$2,910,000. This decrease, when added to the beginning balance of approximately \$4,006,000, results in a projected ending balance of approximately \$1,096,000. The deficit is a result of the SELPA including the allocation of prior year carryover of Mental Health funding to its districts to be spent at the local level.

Cash

The Enacted State Budget includes significant deferrals of state apportionment payments, including the Special Education AB 602 apportionment in the months of February through June, 2021. Based on cashflow projections submitted at Second Interim, SELPA anticipates that it will maintain positive ending cash balances in each month during 2020-21. Due to the projected magnitude of the deferrals of AB 602 funding, we continue to recommend that the SELPA review the impact of the deferrals on its cash flow and ensure that sufficient cash remains available to meet its financial obligations.

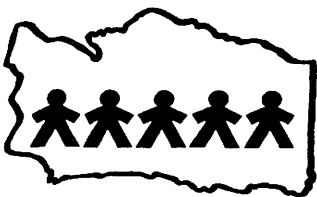
Conclusion

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

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

ad

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



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Request to allow for Private Medical ABA Providers on School District Campuses in SB County

BACKGROUND:

- The SBCSELPA has received updates and feedback periodically from a few LEAs in our county who have received requests for Private Medical ABA (Applied Behavior Analysis) Providers to be allowed on their district campuses.
- Per legal advisement (**See attached legal memo, REF: IX-B.1**):

“When responding to a request to allow a private ABA provider on campus to provide services to a special education student during the school day, the school district should convene an IEP team meeting, if applicable, and also schedule an interactive meeting with the parents to discuss and determine whether the requested accommodation is reasonable.”
- Most, if not all, LEAs in SB County provide ABA support to a student via the IEP process. This support can be delivered from a district employee and or contracted services via a Non-Public Agency.
- Recently, the Santa Ynez Valley Special Education Consortium (SYVSEC) invited the SBCSELPA Executive Director to their Superintendent’s Council meeting to discuss a request for private ABA provider(s) to be allowed on a SYVSEC school campus. The Executive Director shared the legal advisement and responded to questions pertaining to this type of request. From this meeting came the request to share the topic of *“Request to allow for Private Medical ABA Providers on School District Campuses in SB County”* as an information/discussion agenda item to bring this topic to the attention of SBCSELPA JPA Board.

FISCAL IMPACT: None.

RECOMMENDATION: None at this time.

RA:lm

**Fagen Friedman & Fulfroft LLP**

520 Capitol Mall, Suite 400
Sacramento, CA 95814
Main: 916-443-0000 Fax: 916-443-0030

Anne M. Sherlock
Direct Dial: 916-443-0000
asherlock@f3law.com

MEMORANDUM**ATTORNEY-CLIENT PRIVILEGED & CONFIDENTIAL**

TO: Dr. Ray Avila
Executive Director
Santa Barbara County SELPA

FROM: Anne M. Sherlock
Melanie Larzul

DATE: November 4, 2019

RE: Responding to a Request for Private ABA Providers on School Campus

This memorandum responds to your inquiry regarding the advisability of allowing private, applied behavior analysis ("ABA") providers to provide services to assist special education students on school district campuses. This applies to private ABA providers who are funded through medical insurance and who are not under contract with the school district.

Short Answer

School districts are required under Section 504 of the Rehabilitation Act of 1973 ("Section 504") and Title II of the Americans with Disabilities Amendments Act ("ADA") to provide qualified students with disabilities with a FAPE that includes the provision of regular or special education and related aids and services designed to meet individual educational needs of individuals with disabilities as adequately as the needs of individuals without disabilities are met. Students who are eligible for special education are also protected by Section 504 and the ADA. School districts are required to provide qualified students with disabilities with reasonable accommodations to access educational programs. An accommodation is not reasonable if it fundamentally alters the nature of the program or constitutes an undue burden.

When responding to a request to allow a private ABA provider on campus to provide services to a special education student during the school day, the school district should convene an IEP team meeting, if applicable, and also schedule an interactive meeting with the parents to discuss and determine whether the requested accommodation is reasonable. Below, we provide several considerations to guide school districts through this process.

Legal Analysis

ABA Therapy Covered by Medical Insurance in California

In 2011, Governor Brown signed Senate Bill (SB) 946, which amended the Health and Safety Code and the Insurance Code to require health insurers to cover behavioral therapy for individuals with autism. (Health and Safety Code § 1374.73; Insurance Code § 10144.51.) Prior to the enactment of SB 946, California law generally required insurance companies to cover autism, but did not specify a type of therapy that had to be used. Many insurance providers refused to cover behavioral therapy, such as ABA therapy, for individuals with autism because they claimed it was an educational service rather than a medical service.

Under the revised Health and Safety Code section 1374.73(c)(1), behavioral health treatment now includes ABA and evidence-based behavior intervention. To qualify under a private insurance plan, the behavior services must satisfy the following conditions:

1. The services must be prescribed by a licensed physician and surgeon, or developed by a licensed psychologist.
2. The services must be provided under a treatment plan by a qualified autism service provider (QASP) and administered by a QASP or a qualified autism service professional or paraprofessional.
3. The services must include a specific, individualized treatment plan with measurable goals.
4. The treatment plan cannot be used for respite, daycare or educational services.

Even if a family has access to ABA therapy through an insurance plan, the insurance-provided ABA therapy must include an individualized treatment plan that is separate from a student's educational services. Furthermore, Insurance Code section 10144.51(c)(1)(D) provides that the provision of behavioral therapy by insurance does not "affect or reduce any obligation to provide services under an individualized education program."

Section 504/ADA Non-discrimination Standard

In relevant part, Section 504 and the ADA prohibit school districts from discriminating against individuals with disabilities, including students with disabilities, in services, programs, and activities. (34 C.F.R. § 104.4 and 42 U.S.C. § 12102.) Section 504 and the ADA are civil rights laws; and, the language of the ADA tracks the language of Section 504 and explains that the remedies, procedures, and rights under the ADA are the same as under Section 504. The purpose of Section 504 and the ADA is to prohibit discrimination against disabled individuals based on their disabilities.

To meet the definition of a qualified person with a disability under Section 504 or the ADA, a student must (1) have a physical or mental impairment which substantially limits one or more

Dr. Ray Avila
November 4, 2019
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major life activities; (2) have a record of such an impairment, or (3) be regarded as having such an impairment. (34 C.F.R. §104.3(j); 28 C.F.R. §35.108(a).) Special education students are considered a subset of students with disabilities under Section 504. The criteria for determining eligibility under Section 504 and the ADA are broader, or more inclusive, than the categories of eligibility under the IDEA.

FAPE and Reasonable Accommodations Under Section 504 and the ADA

Under Section 504, once a student is established to be a qualified person with a disability, a school district is required to provide the student with a FAPE which is defined as the provision of regular or special education and related aids and services that are designed to meet individual educational needs of individuals with disabilities as adequately as the needs of individuals without disabilities are met and are based upon adherence to procedures satisfying Section 504 rules. (34 C.F.R. § 104.33(b).) When determining if a school district offered a student a FAPE under Section 504, the courts consider Section 504 to be a comparative standard distinct from the affirmative duty found in the IDEA. (*Mark H. v. Lemahieu* (9th Cir. 2008) 49 IDELR 91.)

In addition, it appears that in the Ninth Circuit's jurisdiction, which includes California, a school district is required to make "reasonable accommodations" to its programs to enable disabled persons meaningful access to participate in the programs effectively. (28 C.F.R. §§ 35.130 and 164; *A.G. v. Paradise Valley Unified Sch. Dist.*, No. 69 (9th Cir. 2016) 815 F.3d 1195, 1206 (holding that a plaintiff student "may establish prohibited discrimination under section 504 and Title II by showing that a public entity denied her a reasonable accommodation necessary to achieve meaningful access to her education," which requires a showing that the school district "failed to make reasonable modifications that would accommodate the plaintiff's disability without fundamentally altering the nature of the program or activity"); *Mark H. v. Hamamoto* (9th Cir. 2010) 620 F.3d 1090 (denying a school district's argument that a parent could not prove that it denied students meaningful access by showing that it failed to provide reasonable accommodation or by relying on cases not involving school districts to determine what is a reasonable accommodation).) This includes "reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability." (*Ripon Unified School District* (OCR 2006) 46 IDELR 82.) However, the duty to provide a reasonable accommodation extends only to individuals who have an actual disability or a record of disability; an individual who is only regarded as having a disability has no right to reasonable modifications. (28 C.F.R. § 35.130(b)(7)(ii); *Frequently Asked Questions About Section 504 and the Education of Children with Disabilities* (OCR 2013) Question 37.)

The Ninth Circuit has provided guidance on the definition of a reasonable accommodation:

Reasonable accommodation does not require an organization to make fundamental or substantial alterations to its programs. See *Alexander v. Choate*, 469 U.S. 287, 300-01 (1985); *Mark H. v. Haw. Dep't of Educ.*, 513 F.3d 922, 937 (9th Cir. 2008). Reasonableness "depends on the individual circumstances of each case, and requires a fact-specific, individualized analysis of the disabled individual's circumstances and the accommodations that might allow him to [enjoy meaningful

Dr. Ray Avila
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Page 4

access to the program.]" *Vinson v. Thomas*, 288 F.3d 1145, 1154 (9th Cir. 2002) (internal citation and quotation marks omitted). An accommodation is reasonable if it is "reasonable on its face, i.e., ordinarily or in the run of cases." *U.S. Airways, Inc. v. Barnett*, 535 U.S. 391, 402 (2002).

"[M]ere speculation that a suggested accommodation is not feasible falls short of the reasonable accommodation requirement; [the Rehabilitation Act] create[s] a duty to gather sufficient information from the disabled individual and qualified experts as needed to determine what accommodations are necessary." *Duvall*, 260 F.3d at 1136 (internal quotation marks omitted).

(*Mark H. v. Hamamoto* (9th Cir. 2010) 620 F.3d 1090.)

The Office for Civil Rights has affirmed a school district's obligation to provide reasonable accommodations: "Disability-related accommodations ... must be provided to students with disabilities without additional or extra cost to their families, absent an affirmative determination by the school district that the provision of such accommodations either would fundamentally alter the nature of the program or would impose an undue administrative or financial hardship on the district." (*Hayward Unified Sch. Dist.* (OCR 2008) 50 IDELR 289; *Conejo Valley Unified Sch. Dist.* (OCR 1995) 23 IDELR 448.) The financial hardship standard is difficult for school districts to meet; for example, OCR has regularly opined that the cost of a one-to-one aide is insufficient to meet this threshold.

An undue burden is an action requiring significant difficulty or expense or one that is unduly costly, extensive, substantial, or disruptive. (*Glendale Unified Sch. Dist.* (OCR 1998) 4 ECLPR 101.) In determining whether a modification constitutes an undue burden, OCR considers the nature and cost of the modification, the overall financial resources of the district, the effect of the modification on the school district's expenses and resources, and the impact of the modification on the operation of the district at large. (See *Hayward Unified Sch. Dist.* (OCR 2008) 50 IDELR 289.)

School districts are not required to provide a specific accommodation requested by the parent if another accommodation will provide the student with meaningful and equal access. However, the burden is on the school district to prove that the requested accommodation would fundamentally alter the nature of the program or constitute an undue burden. (28 C.F.R. § 35.164.) Additionally, if the requested accommodation would fundamentally alter the nature of the program or constitute an undue burden, the school district must nevertheless ensure that, to the maximum extent possible, the student with a disability is able to receive the benefits and services of the program. (28 C.F.R. § 35.164.)

Recent Federal Court Case Addressing Private ABA Provider's Access to School

Recently, a federal district court in California considered the issue of a school district allowing a private ABA provider to provide services to a student on campus as an accommodation. (*K.M. by Markham v. Tehachapi USD* (E.D. Cal. 5/7/18) 2018 WL 2096326, 72 IDELR 63.) In *K.M.*, the

Dr. Ray Avila
November 4, 2019
Page 5

parent of a 9-year old student with autism brought claims under Title II of the ADA and Section 504 against the school district, arguing that the district violated Title II and Section 504 when it rejected the student's request to have an insurance-funded ABA provider at school as an accommodation.

K.M.'s doctor prescribed her 40 hours per week of insurance-funded ABA in her home to address developmental and social behavioral goals. Initially, the insurance company denied coverage of the ABA treatment in the school setting based on the school district being responsible to fund and provide the therapy. Later, in 2016, the insurance company approved the ABA treatment at school. Without discussion by the IEP team, the school district denied the request for her insurance-funded ABA provider to provide treatment during school. As a result, K.M.'s mother kept her home from August 2016 to June 2017 so she could receive the doctor-prescribed 40-hour per week ABA therapy which centered on her ability to focus on tasks and interact with peers, and to maintain her safety, which the parent believed was not for her educational needs. The parent believed that without the ABA therapy at school, K.M. was unsafe because otherwise the student would not have guidance on appropriate behaviors with peers, and because K.M. previously wandered off during school outings, ingested another student's medication, and returned home with unexplained bruises and a severe sunburn.

Parents pursued an administrative due process hearing before the Office of Administrative Hearings, alleging the school district denied K.M. a FAPE by interfering with her parent's right to participate in the IEP program process when it did not allow K.M. to receive ABA treatment at school as prescribed by her doctor.¹ Following an evidentiary hearing, the administrative law judge found that K.M.'s parent's right to participate in the IEP process was violated, and the ALJ ordered the school district to hold an IEP meeting "for the purpose of openly and honestly discussing and considering the ABA prescription and K.M.'s mother's request that the district allow the ABA insurance-funded aide to accompany Student on campus."

In *K.M.*, the court's decision is in response to the school district's motion to dismiss and was not a substantive decision after hearing a trial. The court rejected the school district's assertion that K.M. had failed to exhaust her administrative remedies, and turned next to whether K.M. sufficiently plead her allegations. To plead a failure to accommodate under the ADA or Section 504, K.M. needed to allege facts showing: (1) she needed specific services (ABA therapy at school) to enjoy meaningful access to the benefits of a public education; (2) the school district was on notice of the need for those disability-related services, but did not provide those services, and (3) the services were available as a reasonable accommodation. (*Mark H. v. Hamamoto* (9th Cir. 2010) 620 F.3d 1090, 1097.) The court found that K.M. adequately pled all three prongs. The court analogized the situation to a service dog request and appeared to find that K.M. had sufficient facts to allege that the private ABA provider attending school was a reasonable accommodation, stating that "the District's refusal was made despite its acknowledgement during administrative proceedings that such accommodation would be minor and 'could be worked out.'" The court went

¹ Student's claims under the ADA, Section 504 of the Rehabilitation Act of 1973, the Unruh Civil Rights Act, Section 1983, and Section 1985 were dismissed for lack of jurisdiction.

Dr. Ray Avila
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Page 6

on to say, "Whether there were other reasons offered as a basis to refuse accommodation, as the District maintains, that is a consideration on the merits of, among other things, whether the accommodation was reasonable and could be provided without fundamentally altering the school setting."

The court in *K.M.* also found that K.M.'s complaint properly alleged facts showing intentional discrimination, a prerequisite for obtaining monetary damages under the ADA and Section 504. When a school district is on notice of the need for accommodation, it "is required to undertake a fact-specific investigation to determine what constitutes a reasonable accommodation." (*Duvall v. County of Kitsap*, 260 F.3d 1124, 1138 (9th Cir. 2001).) The *K.M.* court found, "given the summary denial after only one alleged meeting between two District personnel, it can be inferred that there was a lack of investigation to determine whether the accommodation requested was reasonable."

Although the decision in *K.M.* was limited to denying the school district's motion to dismiss, it is important to recognize that the court did not make a final decision on the merits that a private ABA provider was a reasonable accommodation; the court simply found that the student had sufficiently pled facts alleging the same. In addition, it is not surprising that the court held as it did, given there was an admission by the district in the OAH proceeding that such accommodation would be minor and "could be worked out" and given the "safety" concerns raised by the parent. We understand that this case settled and as such, a final decision on the merits will not be issued.

We also want to note that this is currently a hot issue and continuing to evolve. We understand that parents across the state are getting funding for private ABA therapy from their health insurance and that now some doctors are willing to prescribe that the private ABA therapy is medically-necessary to occur at school. There are several parent comments in online blogs, such as at Wrightslaw, regarding how to get schools to permit private ABA providers to attend school with their children. There was also recent legislation in Louisiana to prohibit school districts from denying private behavioral health service providers (which may include ABA service providers) access to students during the school day with specific conditions including minimum insurance requirements, criminal background check, evaluation provided to the school district, compliance with the student's IEP, parents solely responsible for funding such service, and parental consent provided to allow the provider and the school district to exchange information, to name just a few. (Louisiana HB766 (2018).) We are not aware of any pending similar legislation in California.

Recommendations

Based on the foregoing, this is still an emerging area of the law and there is not a bright line rule that establishes whether school districts are required to allow a private ABA provider to accompany a student to school as a reasonable accommodation. In responding to such requests, we recommend that school districts conduct a thorough analysis in response to a parent's request for a medically-prescribed, private ABA provider to accompany a child at school. We recommend that school districts take the following steps:

1. If the child is eligible for special education, convene an IEP team meeting to discuss whether the child requires an ABA provider at school in order to receive a free appropriate public education. The IEP team should also consider whether the student requires ABA methodology and instructional aide support during the school day. If the child does require one of these services, the school district should provide it to the child through his or her IEP.

2. If the child does not require an ABA provider in order to receive a FAPE, or if the child is not eligible under the IDEA but has a disability, the school district should schedule an interactive meeting with the parents to determine whether the requested accommodation is reasonable. An accommodation is not reasonable if it fundamentally alters the nature of the program or constitutes an undue burden.

Following are several questions we recommend asking the parents during the interactive meeting to assist in determining whether allowing a private ABA provider to accompany a student on campus would constitute a reasonable accommodation:

- What did the physician prescribe?
- Are the services medical or educational?
- What disability-related need(s) do the services meet?
- Is the school district addressing the disability-related need(s) in another way – through placement, services, accommodations, etc?
- Can the services be provided outside the school day?
- What is in the treatment plan?
- What would the ABA provider do at school?
- Will the parents consent to a release/exchange of information with the physician?
- Will the parents consent to a release/exchange of information with the ABA provider?

Following are several additional considerations to take into account when deciding whether allowing a private ABA provider on campus would fundamentally alter the nature of the program or constitute an undue burden:

a. Potential Interference with School Program

The school district should carefully consider whether private ABA providers would interfere with its educational programming at school. For example, if the private ABA provider is focused on assisting the student in meeting his or her private ABA treatment goals, the ABA therapy may interfere with the student's access to his or her education.

In addition, supervision issues may arise between the private ABA provider and the classroom teachers or other school staff. For example, a classroom teacher is responsible for the supervision of its students; however, the private ABA provider may have an agenda that contradicts the teacher's direction. This could result in an insubordinate and adversarial situation that would be distracting and detrimental to teacher and the other students in class.

As presented in the *KM* case, at least one reason the parents wanted the private ABA provider to assist the student at school was to keep her safe based on a history at school of eloping, taking another student's medications, and physical injuries. The *KM* decision did not discuss whether the private ABA provider intended to deliver any individual services or programs to the student rather than being present to ensure her safety. If there was a stated intention for the private ABA provider to pull the student aside from the educational instruction to implement a non-educational program for the student, there may be a basis for alleging interference in the student's educational program.

b. Potential Tort Liability

There is a potential for the district to have tort liability by allowing private ABA providers to serve district students on school campuses. Generally, a school district owes a duty of care to its students. In particular, school districts may be found to be liable in tort (which could lead to monetary awards) when a statute imposes liability on the district. With respect to protecting students from harm, Education Code section 44808 indicates that a school district is liable for the conduct and safety of students when students are on school property. Further, the courts have found that school districts are liable for injuries that result from a failure of the school district to properly supervise students. (*M.W. v. Panama Buena Vista Union Sch. Dist.* (2003) 110 Cal.App.4th 508, 517.)

Thus, the school district is responsible for the safety and supervision of students when they are on school grounds in district programs. In terms of interactions with adults at school, one way a school district typically ensures the safety of its students is by carefully screening all employees and volunteers who come into direct contact with those students. This includes, but is not limited to, background checks, fingerprinting, and license validation, prior to the employee or volunteer commencing service. (*See* Ed. Code §§ 44830.1, 45125.) The fingerprinting requirement is extended to service providers, such as bus drivers and janitors, who are employed by agencies under contract with the district to provide services. (Ed. Code § 45125.1.)

Based on the foregoing, if the actions of a private ABA provider lead to harm to any student on school grounds, the school district may find itself liable for those injuries. This may be true, not only in spite of the fact that private ABA providers are not school district employees or contractors, but more likely *because* of that fact. The school district will not have the ability to conduct background checks or to supervise the private ABA providers. We can foresee a scenario where by allowing unsupervised and private ABA providers who are not fingerprinted with background checks on campus, the school district could be found to have not only allowed but contributed to a dangerous situation on school grounds.

Similarly, the professional negligence of a private ABA provider may also be imputed to the district. For example, if staff of the private ABA provider fails to give *Tarasoff* warnings or fails to report child abuse, that failure may be attributable to the district and result in school district liability. (*Tarasoff v. Regents of the Univ. of Ca.* (1976) 17 Cal.3d 425; Penal Code § 11165.7.)

c. Confidentiality/Student Records

The school district also should consider liability that may arise if staff of the private ABA provider gains access to confidential student information, even inadvertently. Under California law, the school district is required to safeguard the privacy of pupil records. The California Education Code defines "pupil record" as "any item of information directly related to an identifiable pupil, other than directory information, which is maintained by a school district or required to be maintained by an employee in the performance of his or her duties whether recorded by handwriting, print, tapes, film, microfilm or other means." (Ed. Code § 49061(b).) The Education Code specifically states that a student's health records also constitute pupil records. (Ed. Code § 49062.) Access to confidential student records generally requires parent consent, although "employees of the district" may access such information if access is relevant to "legitimate educational interests."

Although the family requesting the presence of a private ABA provider on campus may sign a release allowing the private ABA provider access to their child's records, they cannot extend this waiver to other students with whom the private ABA provider may have contact. Unless very closely supervised by school district personnel, the staff of the private ABA provider will likely have unauthorized access to the confidential pupil records of other students on the school site. This could result in potential liability to the school district for invasion of the other students' highly protected privacy interests.

d. Special Education Issues

We also foresee problems that may arise related to special education issues. Allowing a private provider on campus to deliver specialized services to a student could lead to a belief that the school district tacitly agreed that such services are necessary for the student to receive a FAPE. For a student who is not identified as eligible for special education, a claim that the student is eligible and requires ABA may follow. For a child who is eligible, if the private provider is no longer willing or able to provide the ABA services being funded by insurance, the parent may demand that the school district provide the services through an IEP. Additionally, site staff may become confused regarding whether a private ABA provider is providing services through an IEP, and may inappropriately rely on, or communicate with, such providers. The private ABA providers may ingratiate themselves with staff, creating a "need" for the child that did not exist.

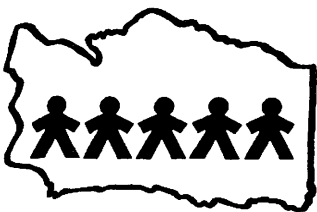
Conclusion

If the school district decides to allow private ABA provider on campus, we recommend that the school district formalize such attendance in a written agreement signed by the parents and private ABA provider that outlines expectations of the private ABA provider, including but not limited to clarifying the scope of services, fingerprinting, background checks, procedures when entering and exiting campus, minimum insurance coverage, liability, supervision, and other pertinent terms to protect the school district and other students on campus. We recommend that the school district work with its legal counsel to draft such a written agreement.

Dr. Ray Avila
November 4, 2019
Page 10

If the school district does not allow the private ABA provider on campus, the school district should document the reasons for its denial of the request. In addition, the school district should discuss with the family whether there is another reasonable accommodation that could be implemented to meet the student's disability-related need(s).

We hope this information is helpful; please contact us if you have any additional questions.



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director
 Jennifer Connolly, SBCSELPA Coordinator

Re: SBCSELPA 2020-2021 Alternate Dispute Resolution (ADR) Outcomes

BACKGROUND:

- SBCSELPA has been awarded a grant from CDE to implement the *Alternative Dispute Resolution (ADR)* process. We are currently in year six of this grant cycle.
- Annually updated information regarding ADR grant outcomes is presented to the Board.
- For the 2020-21 academic year the SBCSELPA Coordinator facilitated the ADR process for SBCSELPA and the SB County LEA's who participated.
- Below is a list of all ADR grant activities that have taken place to date:
 - August 5, 2020, 'Facilitated IEP Meetings' training for Guadalupe USD by Jennifer Connolly, SBCSELPA Coordinator.
 - September 3, 2020, December 14, 2020, February 22, 2021 SBCSELPA ADR Cadre Meetings.

SBCSELPA ADR Cadre Team: 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. Cherylin 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, Meghan Davy, Advocacy Systems Specialist, Alpha Resource Center, Dr. Ray Avila, Executive Director of SBCSELPA, and Jennifer Connolly, Coordinator, SBCSELPA.

- October 29, 2020, SBCSELPA ADR Cadre attended training on 'Managing High Conflict Personalities in IEP and Other Team Meetings' with Bill Eddy, Esq., LCSW.

- *December 11, 2020, presentation to UCSB SBPIC on ‘Facilitated IEP Meetings’ by Jennifer Connolly, SBCSELPA Coordinator.*
- *March 11-12, SBCSELPA ADR Cadre attended the Riverside SELPA ‘ADR Conference.’*
- *SBCSELPA ADR Cadre participated in four days of trainings with Clare Fowler from mediate.com. (Sessions 1-3 were virtual train on your own, Session 4 training live virtual as a SBCSELPA ADR Cadre.)*

March 29, 2021, Session 1: Setting the Stage

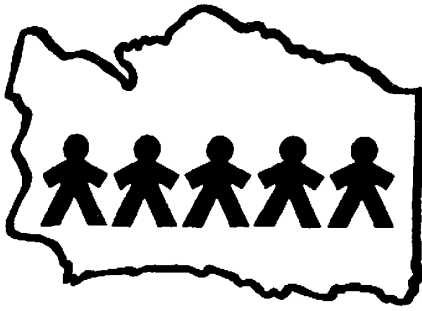
April 12, 2021, Session 2: Effective Meetings

April 26, 2021, Session 3: Strong Next Steps

May 11, 2021, Session 4: Resolution Techniques

- The outcome data for 2020-21 ADR process is outlined on the attached chart.

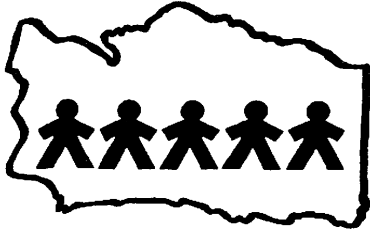
RA/JC:lm



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

SBCSELPA ADR Outcome Data
2020-2021 School Year
Data Tracking beginning on 6-5-2020 and ending on 6-5-2021.

Date	Referred to District	ADR	Facilitated IEP	Area(s) of Dispute	Resolved	Unresolved CDE Compliant Filed, Due Process or Advocate/Attorney Retained
6-5-20	Y	Y	Y	IEP Services, Learning loss	Y	-
1-31-21	Y	Y	N	IEP Services	Y	-
2-28-21	Y	Y	N	IEP Services	Y	-
6-2-21	Y	Y	Y	IEP, IEP Services	TBD	
6-9-21	Y	Y	Y	IEP, IEP Services	TBD	



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

Date: June 7, 2021

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director
 Jennifer Connolly, SBCSELPA Coordinator

Re: SBCSELPA Professional Development (PD) Summary for 2020-2021 and Proposed PD Plan for 2021-2022

BACKGROUND:

- Starting in July 2020, Professional Development trainings were provided to Special Education Directors and other Santa Barbara County staff in the form of LEA requested 'mini' trainings and larger all day, multiple day trainings in the North County, Mid-County, and South County.
- LEAs contacted SBCSELPA with their 'mini' training topic requests and dates. The SBCSELPA Coordinator confirmed topic, presenter, and date(s) with the LEA. The SBCSELPA staff presented 'mini' trainings free of charge at the time and dates requested by the LEA, often on early release days or staff development days.

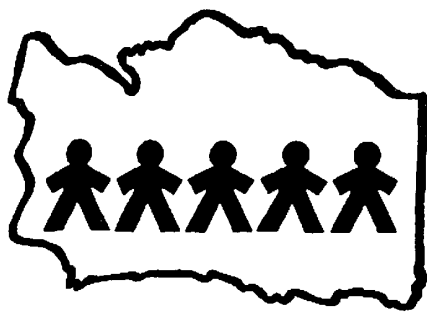
For the 2020-2021 School Year, SBCSELPA Staff have conducted **133 'Mini' trainings.**

- In March of 2020, SBCSELPA moved to the virtual platform of Zoom for all Professional Development which continued into the 2020-2021 school year due to the COVID-19 pandemic.

For the 2020-2021 School Year, SBCSELPA has conducted **100 'County-wide' trainings.**

Participant Attendance to all SBCSELPA trainings equaled **2,472.**

- SBCSELPA and various vendors provided multiple, shorter Zoom trainings to all audiences. Topics for these trainings were organized and decided upon from the feedback provided by the 2020-2021 SBCSELPA Survey given to all stakeholders throughout Santa Barbara County.
- Training evaluations were provided to all participants to gain feedback at the end of each Professional Development Zoom event throughout the 2020-2021 school year.
- The training evaluations were evaluated and summarized. (See attached Evaluation Results, **REF: IX-C.3).**
- New Professional Development offerings for the 2021-2022 school year will be determined and provided based upon the results of the 2021 SBCSELPA Survey and the LEA Special Education Plan (SEP) target areas of focus. The options for 'in person trainings' vs. 'virtual' trainings will continue to be explored and provided. (See attached Proposed Options for trainings, **REF: IX-C.2).**



Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

SBCSELPA Professional Development One-Year-Plan for 2021-2022

Note: The professional development proposal is limited to one year this year versus a three-year plan due to the potential legislative requirement (as proposed by Governor Newsom) that SBCSELPA professional development align to LCAP target goals for member LEAs and this data becomes available annually.

I. SBCSELPA Professional Development Vision

SBCSELPA provides oversight, guidance, training, and support to member local education agencies (LEAs), parents/guardians and the community related to identifying and providing compliant, best practice Individualized Education Plan (IEP) services to students with disabilities. The following sections provide an overview of the process SBCSELPA considers in determining the professional development to be provided to SBCSELPA LEAs and a projected one-year timeline.

II. Annual Professional Development Needs Assessment Based on the CDE 2021 Special Education Plan (SEP) for SBCSELPA LEAs and various other forms of feedback from 2020-2021.

- Element 1: 4 Year Cohort Graduation Rate
- Element 2: Dropout Rate
- Element 3B: Assessment ELA Participation Rate
- Element 3B: Assessment Math Participation Rate
- Element 3C: ELA Achievement Rate
- Element 3C: Math Achievement Rate
- Element 4: Suspension Rate
- Element 5A: LRE Rate: in Regular Class more than 80%
- Element 5B: In Regular Class less than 40%
- Element 9: Overall Disproportionality Areas
- Element 10: Disproportionality by Disability Areas
- Element 11: Rate of Eligibility Determined within 60 Days
- Element 12: Rate of Part C to Part B Students with Timely IEPs
- Element 13: Rate of Students with Transition Goals/Services
- Element 14C: Any Employment or Education

Additional Information and Feedback

- Special Education Administrator (SEAM) Input
- General survey of special education staff, parents, administrators, and other past workshop participants
- Community Advisory Committee (CAC) input

- Member district/LEA SELPA Director complaint findings, CDE complaint findings, and due process hearing data
- Guidance letters from the federal Office of Special Education Programs (OSEP); Office of Civil Rights (OCR) and OELA (EL) Division

III. SBCSELPA Professional Development Targeted Areas to be provided in 2021-2022. Highest Priority Target Areas based on CDE target SEP Elements 1, 3, 4, 5, 9, 10, 11, 12, 13, 14 for member LEAs, as well as LCAP target goal areas.

- Promotion and graduation of students with disabilities- transition planning
- Improving achievement in ELA and Math for students with disabilities
- Improving participation rate in ELA and Math for students with disabilities
- Improving outcomes for English learners with disabilities- improving reclassification rates
- Addressing suspension and expulsion of students with disabilities- intervention; mental health
- Serving students with IEPs in the Least Restrictive Environment (LRE)
- Parent Training and collaboration for students with disabilities
- Compliant legal best practices in Special Education; IEP best practices- timelines.
- Post-secondary employment or education

Other Ongoing High Priority Focus Areas

- Interpretation and translation of IEPs
- Individual Transition Plans
- Crisis Prevention Intervention (CPI)
- Behavior Intervention Plan (BIP)
- Behavior Emergency Reports (BER)
- Growth Mindset, Resilience, Other-Centered, Work Ethic (GROW) training for all staff for the Therapeutic Learning Programs.
- Mental Health Therapeutic best practices- resiliency and trauma awareness in youth and for staff
- Evidence Based Practices in working with students with Autism (CAPTAIN)
- Assistive Technology and Augmentative Alternative Communication (AT/AAC) training
- Alternative to Dispute Resolution (CDE ADR grant)
- Administrators training series in Special Education.
- SIRAS/CALPADS, introduction to SIRAS trainings
- Eligibility and Reclassification of English Language Learners in Special Education
- Behavior Trainings for NPA Certification and Paraprofessionals
- Parent Education Trainings
- Agency Network training
- Related Services trainings for DHH, APE, School Psychologists, OTs, SLPs
- Patterns of Strengths and Weaknesses
- Reading Intervention trainings
- Math Intervention trainings
- Dyslexia trainings

IV: Format/Types/Locations of Professional Development Offered by SBCSELPA

- Professional forms ‘Network Meetings’ for various professional’s bimonthly to include School Psychologists, Speech and Language Specialists, Deaf and Hard of Hearing (D/HH), Special Education Teachers, Occupational Therapists, Adapted P.E. Specialists.
- Trainings offered in South County, North County, and Mid County locations and via Zoom Conferencing.
- On site targeted professional development when requested by LEA
- Sending staff to outside Training of Trainer Professional Development (PENT, CAPTAIN, ADR CADRE)
- Sending staff to conferences to bring back information to district staff such as ACSA, CASP, NASP, etc.
- Collaboration with the Diagnostic Center, Southern California to provide professional development within the SBCSELPA.to Special Education discipline such as Speech, D/HH, Mental Health, Autism, Behavior, EL, etc.
- SBCSELPA team to provide ‘district focused’ trainings throughout the year upon request.
- Zoom trainings offered online and archived on SBCSELPA YouTube channel.
- Resources provided on SBCSELPA website.

Professional Development 2021-2022

Projections

Plan A (Virtual and Recorded/Archived)

Projected Month/Date of Training	Trainings
August: 18, 19 Initial 26 Refresher (North, South locations)	Nonviolent Crisis Prevention Intervention
September: 2 Refresher 15, 16 Initial	Nonviolent Crisis Prevention Intervention
October: 6,7 Initial 21 Refresher	Nonviolent Crisis Prevention Intervention
November: 4 Refresher 17, 18 Initial	Nonviolent Crisis Prevention Intervention
January: 26, 27 Initial	Nonviolent Crisis Prevention Intervention
February: 17 Refresher	Nonviolent Crisis Prevention Intervention
March: 3 Refresher 30, 31 Initial	Nonviolent Crisis Prevention Intervention
April: 13, 14 Initial 28 Refresher	Nonviolent Crisis Prevention Intervention
May: 4, 5 Initial 12 Refresher	Nonviolent Crisis Prevention Intervention
** Initials are currently scheduled for two days. Initials might move to one day. ** Physical Units to be taught in person in small group teams.	
August through June	SBCSELPA Network meetings
November, March, May (Fall, Winter, and Spring)	Legal Training with Jan Tomskey
October Location: Virtual	Dyslexia Training Institute
October/November Location: Virtual	Reading Trainings Linda Moodbell Seeing Stars
September Location: Virtual	On Cloud 9 Math Linda Moodbell

August through October March and April Location: Virtual	SIRAS Trainings Fall Trainings: for new staff plus refreshers. Spring Trainings: updates, transition, end of year prep. Individual Transition Plan Writing
November, December, January, February Location: Virtual	Diagnostic Center of Los Angeles Trainings Catalog of options to come out late Spring
November Location: Virtual	Transition Agency Fairs/ Presentations
September/ October (one hour) Location: virtual	SBCSELPA Administrators Academy
September through May Location: Virtual	English Learners with Disabilities Assessment, Tier Supports, Reclassification, ELPAC, Alternative ELPAC
October Location: Virtual	Dyslexia Training Institute

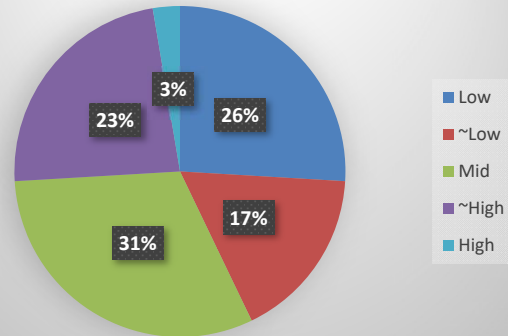
Plan B (Traditional “In Person” or Virtual)

Projected Month/Date of Training	Trainings
Fall and Spring (North and South) Location: SMB Souza, SBCSELPA	Evidence Based Practices for Autism By CAPTAIN
August through June upon request at school sites. North and South offerings	AT/AAC training of LEA Staff at school sites
September: Cohort 1 Coaching: October, November, December January: Cohort 2 Coaching: February, March, April Location: Buellton Rec. or Virtual ** Mid County in person.	Diagnostic Center of Los Angeles Patterns of Strengths and Weaknesses Cohort 1 and 2
August through June Location: Buellton-mid-county or Virtual	SBCSELPA G.R.O.W. Trainings

August through December Location: “Mini’s” All County or Virtual	SBCSELPA Trauma Education Trainings
August through June Location: “Mini’s” All County	SBCSELPA Behavior Trainings
March Location: North, South	SBCSELPA Transition Trainings
October/December/March/April Location: North, South	PENT Trainings: MTSS Behavior, FBA, BIP writing PENT Practices
Fall and Spring. Location: North, South, or Virtual	Inclusive Education Series
November, May Location: Mid-County	Nurses Symposium
January, May Location: North, South, or Virtual	CCASP Symposium
September through May Location: North, South, or Virtual	Related Services Trainings DHH Vision Adapted P.E. OT
September through May Location: North, South, or Virtual	ADR Cadre Trainings
September through May Location: North, South, or Virtual	Parent Education Trainings

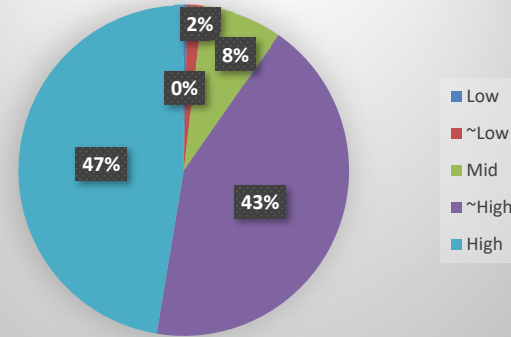
AGREGATE EVALUATIONS: Professional Development

Knowledge prior to training



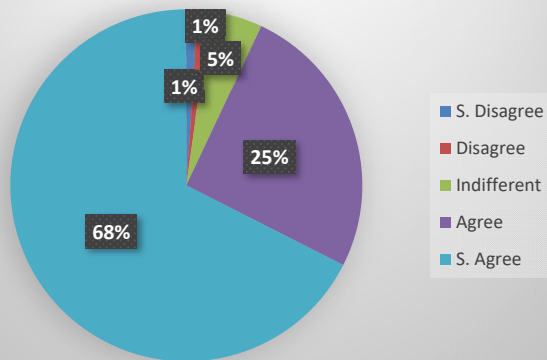
	Low	~Low	Mid	~High	High
Knowledge prior to training	69	45	83	62	7

Knowledge after training



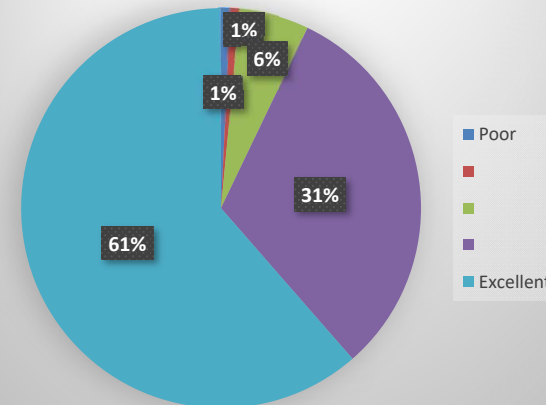
	Low	~Low	Mid	~High	High
Knowledge after training	1	4	21	115	127

I will use what I have learned in this training



	S. Disagree	Disagree	Indifferent	Agree	S. Agree
I will use what I have learned in this training	3	3	13	69	183

Overall, this training was



	Poor	Disagree	Indifferent	Agree	Excellent
Overall, this training was	2	2	15	84	164

Professional Development Offerings 2020-2021



**Santa Barbara County
Special Education Local Plan Area
SELPA**

(UPDATED May 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://sbcselpa.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://sbcselpa.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

To Register go to <https://sbcselfpa.k12oms.org/>

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

To Register go to <https://sbcselpa.k12oms.org/>

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

To Register go to <https://sbcselpa.k12oms.org/>

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	Adapted 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 Tomskey

		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

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 Tomsy 'Hot Topics in Special Education'

*Jan E. Tomsy is a partner at Fagen, Friedman, & Fulfroft, LLP, serving clients from the Oakland office. A nationally recognized leader in special education law, Ms. Tomsy 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. Tomsy 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. Tomsy 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. Tomsy 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. Tomsy 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:	SBUified	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

April

April 1	SBUSD, GROW Coaching
April 12	SMJUHS, Behavior IEP Goals and Data Tracking
April 13	SBUSD, GROW Coaching
April 13	LUSD, GROW Coaching
April 14	LUSD, GROW Coaching
April 14	SBUSD, GROW Coaching
April 14	SBUSD, Introduction to Brain States
April 15	LUSD, GROW Conscious Discipline
April 20	Orcutt, Reinforcement
April 21	Carpinteria, Introduction to GROW Model
April 22	SBUSD, GROW Coaching
April 27	SBUSD, GROW Coaching
April 27	LUSD, GROW Coaching
April 28	LUSD, GROW Coaching
April 29	SBUSD, GROW Overview

May

May 4	LUSD, GROW Coaching
May 5	SBUSD, GROW Overview continued

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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.

REF: IX-E

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 6/7/21

\$ 154,564.00	\$ 265,688.69
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Total balances reported 5/3/21

\$ 154,564.00	\$ 265,688.69
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Difference as of 6/7/21

\$0.00

\$0.00

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	\$ 1,960.00
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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	\$ 318,181.40		\$ 118,396.00	\$ 400,806.67
Santa Maria Jt. Union - Mental Health Placements	2	2	\$ 318,518.00		\$ 128,595.50	\$ 408,558.00
Santa Ynez Valley Consortium - Mental Health Placements	1	1	\$ 60,268.45		\$ 91,224.00	\$ 171,800.00
TOTAL	6	8	\$ 817,917.85	\$ -	\$ 443,990.00	\$ 1,148,453.67
2020-21 Mental Health NPS Placement Budget			\$ 1,910,000.00			
TOTAL YTD Mental Health Placement Costs			\$ 817,917.85			
Less District Estimated Offset to SELPA Costs			\$ 443,990.00			
Balance Available			\$ 1,536,072.15			
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 5/18/21