

# SANTA BARBARA COUNTY SELPA LOCAL PLAN

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## SECTION 2

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### GOVERNANCE

Joint Exercise of Powers Agreement

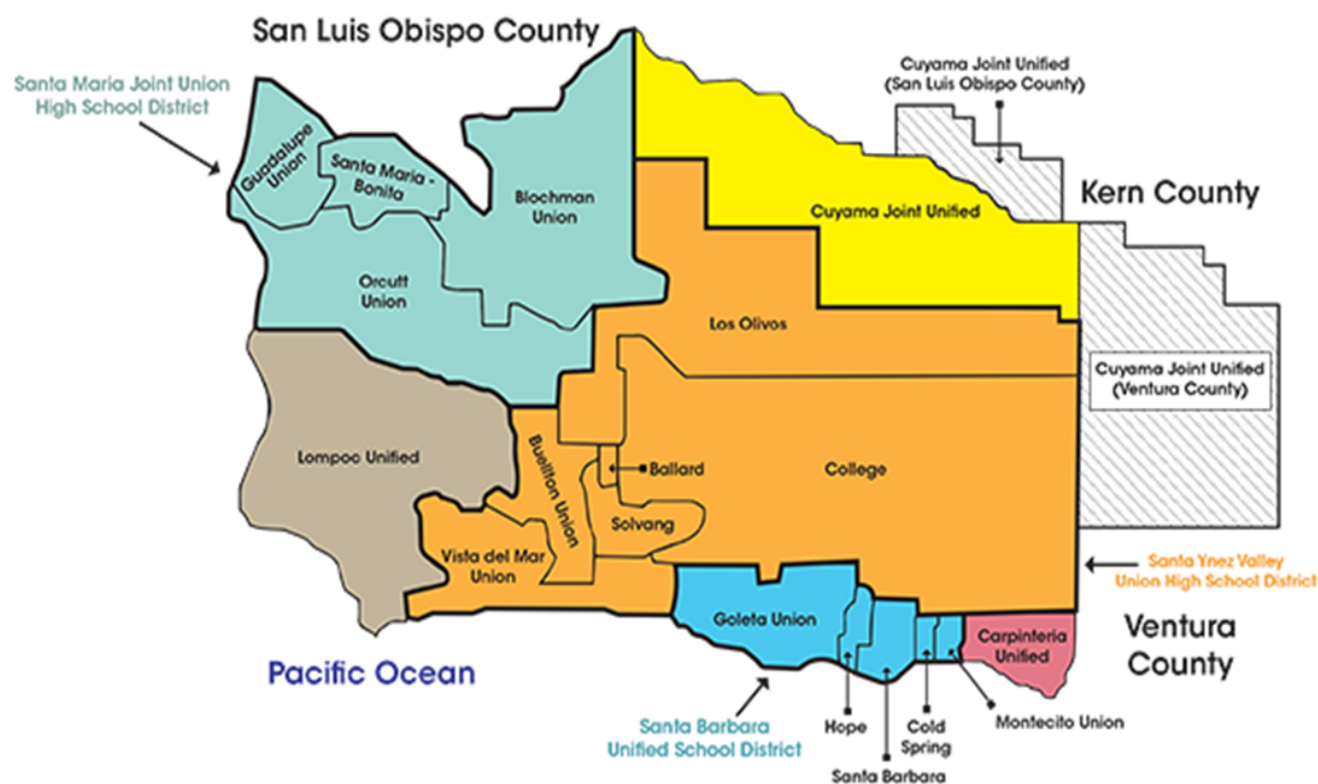
Joint Powers Bylaws

Joint Powers Agency Board Policies 8101 – 8301

Charter Schools Policies 8201 – 8202

Dispute Resolution Policy 8301

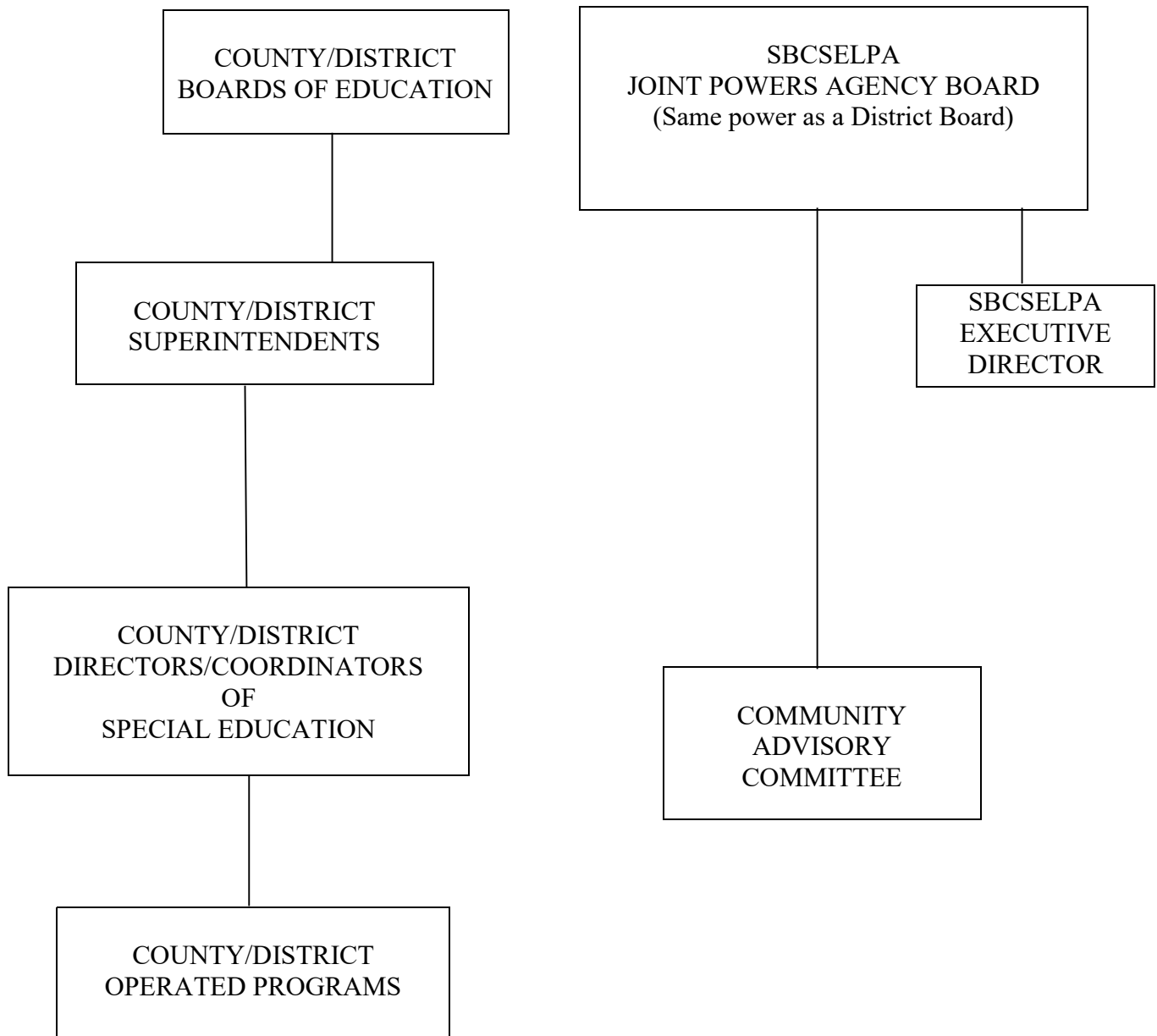
(Revised 5-4-2020)



#### High School District legend:

- |  |   |
|--|---|
| <span style="color: red;">●</span> Carpinteria Unified     | <span style="color: blue;">●</span> Santa Barbara Unified     |
| <span style="color: yellow;">●</span> Cuyama Joint Unified | <span style="color: teal;">●</span> Santa Maria Joint Union   |
| <span style="color: brown;">●</span> Lompoc Unified        | <span style="color: orange;">●</span> Santa Ynez Valley Union |

***SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA  
GOVERNANCE STRUCTURE***



***SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA  
GOVERNANCE STRUCTURE***

***WHAT IS A SELPA?***

The Santa Barbara County Special Education Local Plan Area, SBCSELPA, is a group of 20 school districts, four charter schools that are their own LEA for the purposes of special education and the County Education Office that have joined together to provide Special Education programs and services.

The SBCSELPA is organized as a Joint Powers Agency which is technically an independent governmental agency. The governance of the JPA is described in detail in the Joint Powers Agreement (See the Table of Contents).

The main SBCSELPA office is located at the Goleta Union School District Administrative Center at 401 North Fairview Avenue in Goleta. The office is staffed by An Executive Director, Coordinator, Board Certified Behavior Analysts (BCBA)/Behavior Specialists (as per LEA/district requests), an Office Manager, a Secretary, Mental Health Specialist(s), Clerical Assistant, and an Accountant/Business Official. The SBCSELPA is the regional administrative office which ensures equal access to special education services to students with disabilities.

***WHAT ARE THE RESPONSIBILITIES OF THE SBCSELPA?***

The responsibilities include planning for allocation of funds received by the SBCSELPA to provide staff for the special education programs and services operated by the participating districts and the County Education Office. Funds for staff development, low incidence services and equipment, and program specialists are allocated by the SBCSELPA for services in the districts. Regionalized Services funds support the SBCSELPA office. The office reports data to the California Department of Education, such as the December Special Education Pupil Count and June Pupil Data Report. The SBCSELPA is responsible for policy development, nonpublic school placements of district students as appropriate, allocation and reimbursement of funding for dispute resolution/due process, governance of participating LEAs adherence to SBCSELPA policies and procedures and oversight of interagency agreements with agencies such as Tri-Counties Regional Center and California Children Services.

The SBCSELPA Executive Director meets with a committee comprised of the special education administrators and business officials from districts in SBCSELPA on an as-needed basis. The meeting agendas focus on utilization of available resources, processes and procedures for identification and placement of children with disabilities, and cooperation to ensure that all children receive their appropriate and necessary services.

The SBCSELPA Executive Director reports on a monthly basis during the school year to the JPA Board. The Joint Powers Agency Board is the decision-making body for the SBCSELPA and derives its power from the statutes of the State of California and from a Joint Powers Agreement approved by all school districts in the county. It is the policy of the Board to encourage public participation in the Board's activities in order to fully promote communication with interested persons and entities in the county.

All meetings of the Board are public and accessible to the disabled. Deliberations of the Board, except for those appropriate for closed sessions, shall be conducted openly and all actions taken in public session.

The following is a summary of the organizational structure of the JPA as defined in the Joint Exercise of Powers Agreement:

### ***Santa Barbara County SELPA Board***

The Santa Barbara County SELPA JPA Board is the decision making body for the JPA.

Membership - 8 Members (Superintendents)	
2 Nondirect Service Districts - North	
2 Nondirect Service Districts - South	
1 Direct Service District	
1 Nondirect Service District, Santa Ynez Valley Special Education Consortium	
1 County Superintendent	
1 9-12 <sup>th</sup> Grade High School District	
Meetings	Monthly (unless agreed upon otherwise by the Board)
Chairperson	Elected by Board
Secretary	SBCSELPA Executive Director
Quorum	Majority of voting membership

The Superintendents from each of the districts in the county provides advice and direction to the Joint Powers Agency Board.

### ***Community Advisory Committee***

The Community Advisory Committee of the Santa Barbara County SELPA is a committee composed of parents of special education children, parents of regular education children, special education and regular education certificated staff, and other representatives from local agencies. The meetings help keep members informed regarding current programs and legislation, and facilitate closer communication and better understanding of mutual goals of school administrators, faculty, parents and community.

While the Community Advisory Committee is composed of specially appointed members, all meetings are open to everyone interested, and the Community Advisory Committee encourages parents to attend CAC meetings.

The primary role of the Santa Barbara County SELPA Community Advisory Committee is to represent the needs and concerns of parents, school personnel and community agencies regarding services for individuals with exceptional needs to the JPA Board. The CAC meetings shall comply with all provisions of the Brown Act. (Government Code Sections 54950 and following)

The SBCSELPA Executive Director may establish committees and task forces when he or she determines, in his or her sole discretion, that he or she could benefit from the input or assistance of committees or task forces relating to a particular subject or subjects. The following are the types of subjects for which the SBCSELPA Executive Director may establish committees and task forces. The following are the types of committees and task forces the SBCSELPA Executive Director may convene:

Technical analysis and input to the JPA Board and the operation of the special education programs and services available in the SBCSELPA; financial review and analysis needed for the operation of the special education programs;

Transition services;  
Autism services and certification;  
Interagency transition services;  
Crisis prevention;  
Policies and procedures;  
Legal services and fees;  
Parent trainings;  
SELPA forms;  
RtI;  
Professional development;  
Behavior intervention case management; and  
Special Education assessments.

#### ***Task Forces and Committees***

The following are the established committees:

##### ***Interagency Agreement Committees***

County Mental Health  
California Children Services  
Department of Rehabilitation  
Head Start  
Tri-Counties Regional Center

**JOINT EXERCISE OF POWERS AGREEMENT  
SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

The parties listed in Section 1 below mutually agree and promise as set forth in this Joint Powers Agreement:

**1. PARTIES**

The Boards of Education of

Adelante Charter School  
Ballard School District  
Blochman Union School District  
Buellton Union School District  
Carpinteria Unified School District  
Cold Spring School District  
College School District  
Cuyama Joint Union School District  
Family Partnership Charter School  
Goleta Union School District  
Guadalupe Union School District  
Hope School District  
Lompoc Unified School District  
Los Olivos School District  
Manzanita Public Charter School  
Montecito Union School District  
Orcutt Union School District  
Santa Barbara Charter School  
Santa Barbara Unified School District  
Santa Maria Joint Union High School District  
Santa Maria-Bonita School District  
Santa Ynez Valley Union High School District  
Solvang School District  
Vista Del Mar Union School District  
Santa Barbara County Education Office

2. **PURPOSE**

The purpose of this agreement is to provide for the creation of the Santa Barbara County Special Education Local Plan Area (SBCSELPA), an agency which is separate from the parties to this Agreement. This agency shall designate an Administrative Unit to provide fiscal services for the SBCSELPA.

3. **AUTHORITY**

This agreement is entered into pursuant to Education Code Section 56195.1(c) and Government Code Section 6500 and following, relating to the joint exercise of powers between public educational agencies identified herein and also those that may hereafter be accepted for membership herein.

4. **ADMINISTRATION AND GOVERNANCE**

a. The parties hereto hereby create the Santa Barbara County Special Education Local Plan Area (hereinafter SBCSELPA), which will be a separate public agency responsible for administering this agreement and the Local Plan.

b. The SBCSELPA shall be governed by the SBCSELPA JPA Board, which shall be comprised of eight voting members. The Board shall be comprised of the County Superintendent of Schools and superintendents of districts in Santa Barbara County and selected as follows:

Five members from non-direct service districts shall be selected by the consensus of the LEA Superintendents, with two members representing non-direct service districts in south Santa Barbara County; two members representing non-direct service districts in North Santa Barbara County; and one member representing non-direct service districts in the Santa Ynez Valley Special Education Consortium.

One member from direct service districts shall be selected by the Superintendents' Council, representing direct service districts in both North and South Santa Barbara County.

One member from 9-12<sup>th</sup> grade high school districts shall be selected by the Superintendents' Council.

The County Superintendent of Schools shall continuously serve as an eighth member of the Board.

c. All district superintendent appointments to the Board shall be for two-year terms. Appointments to the Board shall expire on June 30.

d. Each voting member of the Board shall take and execute the oath of office prior to exercising any duties hereunder.



e. The Board shall annually elect a Chairperson, Vice-Chairperson and Clerk from its voting members. The SBCSELPA Executive Director shall serve as Secretary to the Board. The Chairperson and Vice-Chairperson shall serve at the pleasure of the Board until a successor is elected.

f. The Board shall develop and adopt bylaws which may be amended from time to time.

g. Regular meetings shall be held as determined by the Board and set forth in its bylaws. Such meetings shall comply with all provisions of the Brown Act. (Government Code Sections 54950 and following) and provisions of the Education Code regarding school district governing board meetings (Education Code Sections 35140 and following). A majority of the voting membership of the Board shall constitute a quorum and a majority of the voting membership shall be necessary for action to be taken. Vacant positions shall be counted as part of the membership when determining whether a majority exists. If a member of the Board misses three consecutive board meetings, the District Superintendent's may opt to remove the Board member. When a member of the Board resigns, is removed, or otherwise vacates membership on the Board, a replacement member shall be appointed by consensus of the LEA Superintendents as prescribed in Section 4 of this agreement.

h. The fiscal year of the SBCSELPA shall run from July 1 through June 30.

## **5. AUDITING AND ACCOUNTING SERVICE**

The Auditor/Controller of Santa Barbara County, the Santa Barbara County Superintendent of Schools and the Treasurer of Santa Barbara County shall perform the Auditor/Controller and Treasurer functions prescribed by Government Code Sections 6505 and 6505.5 in the same manner that they perform these functions for school districts. The approval of demands for which the County Superintendent of Schools shall draw warrants shall be performed in accordance with the policies and procedures adopted by the SBCSELPA JPA Board, subject to the review and approval of the County Superintendent of Schools, as required by Education Code Sections 42633 and following. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the SBCSELPA JPA Board.

## **6. POWERS OF THE SBCSELPA**

The SBCSELPA powers shall include the following:

### **6.1 GENERAL**

The SBCSELPA, through the SBCSELPA JPA Board, shall have the power and authority to exercise any power common to the public educational agencies which are parties to this agreement.

## 6.2 SPECIFIC

- a. To make and enter into contracts.
- b. To select, employ and dismiss agents or employees or to utilize the services of personnel of the parties when such services are offered by the parties.
- c. To acquire, construct, manage, maintain or operate any buildings, equipment or improvements.
- d. To acquire, hold or dispose of property, real and personal.
- e. To sue and be sued in its own name.
- f. To incur debts, liabilities or obligations.
- g. To apply for, accept, receive and disburse funds and grants from any agency of the United States of America, the State of California, or any other public agency.
- h. To invest any money in the Treasury pursuant to Government Code Section 6505.5 that is not required for the immediate activities of the SBCSELPA, as the SBCSELPA JPA Board determines is advisable, in the manner and on the same conditions as local agencies, pursuant to Government Code Section 53601.
- i. To adopt policies and bylaws governing the operations of the SBCSELPA as outlined in the Local Plan.
- j. To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provisions of law.
- k. To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations and any other governmental entity.
- l. To obtain insurance coverage.

The County Education Office or a designated district shall serve as the Administrative Unit, and the County Superintendent of Schools or the district board shall be the SBCSELPA's agent in the exercise of any or all of these powers when so authorized by the SBCSELPA Board.

The SBCSELPA shall employ a SBCSELPA Executive Director who shall be the Secretary to the SBCSELPA JPA Board and shall act as the Executive to the Board for all administrative functions. The SBCSELPA Executive Director and any other staff employed by the SBCSELPA shall be appointed by the SBCSELPA JPA Board.

The SBCSELPA Executive Director and any other employees shall be housed at the County Education Office or in other office space pursuant to SBCSELPA policy guidelines. The duties of the SBCSELPA Executive Director and other individuals employed by the SBCSELPA shall be stated in position descriptions which shall be formally approved by the

SBCSELPA JPA Board. The SBCSELPA JPA Board may modify such position descriptions in whole or in part and at any time during the term of this Agreement.

The powers listed above shall be exercised in the manner provided in the law and be subject only to the restrictions upon the manner of exercising such powers as are imposed upon school districts in the exercise of such powers.

## **7. POWERS OF LOCAL EDUCATION AGENCIES**

The governance of Local Education Agency (LEA) special education programs shall be the responsibility of the LEA governing boards. LEA governing boards shall have and retain authority to receive and budget all special education income allocated by the SBCSELPA Board for programs and services provided by the LEAs, except state regionalized services allocations, and for monitoring the appropriate use of federal, state and local funds allocated for special education programs.

## **8. FUNCTIONS OF THE SBCSELPA**

The SBCSELPA shall be responsible for the following:

- a. In conjunction with the LEAs who are parties to this Agreement, develop a Local Plan for the education of individuals with exceptional needs.
- b. Coordinate the special education local plan area and implementation of the local plan.
- c. Assure the provision of administrative support and regionalized services to each of the parties in the following areas at levels to be determined by the SBCSELPA, subject to annual budget plan allocations, and at an annual cost not to exceed the annual state appropriations for regionalized services and an amount approved by the SBCSELPA JPA Board and prorated to participating member local education agencies:
  - (1) Coordinated system of identification and assessment and development of uniform policies governing identification, referral and placement of individuals with exceptional needs.
  - (2) Coordinated system of procedural safeguards.
  - (3) Coordinated system of staff development and parent education including training members of the Community Advisory Committee.
  - (4) Coordinated system of curriculum development and alignment with the core curriculum.
  - (5) Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism to include monitoring of performance goals and indicators.

(6) Coordinated system of data collection and management information systems as needed to meet SBCSELPA requirements.

(7) Coordination of interagency agreements and development of policies and procedures relating to the coordination with other local public agencies that serve the individuals with exceptional needs.

(8) Coordination of services to medical facilities.

(9) Coordination of services to individuals with exceptional needs placed in licensed children's institutions and foster family homes.

(10) Coordination of services to individuals with exceptional needs placed in Juvenile Court Schools or County Community Schools.

(11) Preparation and transmission of required special education local plan area reports.

(12) Fiscal and logistical support of the Community Advisory Committee.

(13) Coordination of transportation services for individuals with exceptional needs.

(14) Coordination of career and vocational education and transition services.

(15) Assurance of full educational opportunity.

(16) Fiscal administration allocation and monitoring of state and federal funds pursuant to Education Code Section 56836 and 56841.

(17) Allocation of program specialist funds for direct instructional program support that may be provided by program specialists in accordance with Education Code Section 56368.

(18) Search/Serve services.

(19) Special day classes, resource specialist programs, related services, and other special education instructional programs as agreed upon by the SBCSELPA and the particular Local Education Agencies involved.

(20) Services for infants and preschoolers.

(21) Provision of support for dispute resolution and due process, as requested.

(22) Coordination and oversight of nonpublic school placements and oversight of nonpublic agency services.

(23) Ensure equal access to all programs and services in the region.

(24) Ensure an equitable provision of services to individuals with exceptional needs between the ages of 0 and 22.

(25) Assist in the resolution of complaints and work cooperatively with districts/county office to correct identified problems.

(26) Such other areas as the SBCSELPA JPA Board directs.

d. Monitor compliance with federal and state laws and regulations regarding special education.

e. Enter into agreements with individual school districts and/or the County Education Office for provision of special education services.

f. Receive, distribute and account for regionalized services and SBCSELPA support funds for Local Plan implementation.

g. Decide disputes within the scope of this Agreement among the parties. The decision of the SBCSELPA JPA Board shall be final in the settlement of disputes between parties.

h. Participate in any other functions necessary to conduct the business of the SBCSELPA.

## **9. ANNUAL BUDGET PLAN**

In addition to the powers and responsibilities presented in Section 6 and 8 above, the SBCSELPA shall, in conjunction with the parties to this Agreement, develop an annual budget plan for Local Plan activities and conduct the required public hearing. The budget plan shall include provisions setting forth the manner and level to which the SBCSELPA shall be funded.

a. The annual budget plan shall include the expenditure of all regionalized services and program specialist funds allocated by the state legislature. It shall also include the estimated SELPA support and administrative chargeback.

b. The Santa Barbara County SELPA Executive Director shall submit an annual budget plan to the Santa Barbara County SELPA JPA Board on the following calendar:

(1) Proposed Adopted Budget for review - May

(2) Proposed Adopted Budget approval - June

c. The Santa Barbara County SELPA JPA Board is the entity that must develop, revise and approve all allocations of funds received by the SELPA.

d. The SBCSELPA JPA Board shall review and approve or reject requests for an increase or decrease in regionalized services and regional program allocations, and allocate all other funds received by the SBCSELPA.

e. Allocation revisions approved by the SBCSELPA shall be sent to each party to this Agreement by the SBCSELPA Executive Director within thirty (30) days after the revision has been approved by the Board.

f. Written notice of the rejection of a request shall be sent to the originator of the request by the SBCSELPA Executive Director within thirty (30) days after receipt of the request.

g. No request for modification to the annual budget plan shall be approved by the SBCSELPA JPA Board which results in an increase to the annual budget plan which may exceed any funding limitations.

**10. OBLIGATIONS OF THE SBCSELPA**

The SBCSELPA shall be an independent public entity. The SBCSELPA shall be solely responsible for its duties, liabilities and obligations and the duties, liabilities and obligations of the Administrative Unit when it is acting on behalf of the SBCSELPA. They shall not be the duties, liabilities or obligations of the parties hereto.

**11. AUTHORITY AND RESPONSIBILITIES OF THE PARTIES**

Each LEA shall cooperate with the SBCSELPA and its JPA Board in their development of the Local Plan and in the JPA Board's review and approval of revisions to said Plan.

**12. DUTIES OF THE SUPERINTENDENTS**

The Superintendents of the LEAs named as parties to this Agreement shall serve as the LEA's representative to the Joint Powers Agency. The LEA Superintendents' shall select the members of the SBCSELPA JPA Board in accordance with Section 4 of this Agreement and shall serve as an advisory body to the SBCSELPA JPA Board.

**13. SPECIAL EDUCATION ADMINISTRATORS**

Each LEA operating special education programs shall designate a special education administrator from among its staff to act as the primary contact person for the district or county with the SBCSELPA.

**14. RESPONSIBILITY FOR PROVISION OF SERVICES**

Entities responsible for providing services and/or programs to individuals with exceptional needs are specified in the SBCSELPA Policies and Procedures. At any time, recommendations for changes in the delivery system may be developed by SBCSELPA Executive Director and submitted to the JPA Board for approval.

**15. COMMUNITY ADVISORY COMMITTEE**

A Community Advisory Committee shall be established. The Community Advisory Committee shall advise the SBCSELPA Board in accordance with policies and procedures approved by the SBCSELPA JPA Board.

## **16. BONDING PERSONS HAVING ACCESS TO PROPERTY**

The public officers or persons who have charge of, handle, or have access to any property of the SBCSELPA shall be the SBCSELPA Executive Director and any other officers or persons to be designated or empowered by the SBCSELPA JPA Board. Each such officer or person shall be required to file an official bond with the Administrative Unit in the amount of Fifty Thousand dollars (\$50,000) or in such other amount as may be established by the SBCSELPA JPA Board. Should the existing bond or bonds of any such officer or person be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond or bonds attributable to the coverage required herein shall be appropriate expenses of the SBCSELPA.

## **17. DISTRIBUTION OF LIABILITY**

The SBCSELPA is a joint powers agency and its members are jointly and severally liable, to the extent provided in Government Code Section 895.2, for the negligent or wrongful acts of the SBCSELPA and one another occurring in the performance of this Agreement. Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the SBCSELPA or its employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be determined by multiplying the judgment recovered or settlement paid by a percentage equal to the party's average daily attendance for the previous school year, using the figures for average daily attendance shown on the California Department of Education Annual Report of Attendance Forms J-18/19. In the event of liability imposed upon any entity created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omission shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

## **18. INSURANCE**

Each party shall obtain public liability, property damage and worker's compensation insurance sufficient so that it may meet its potential liabilities hereunder. The Administrative Unit shall insure itself. The SBCSELPA JPA Board shall obtain public liability, property damage and worker's compensation insurance sufficient to insure itself from loss, liability or claims arising out of or in any way connected with this Agreement.

**19. LIMITATIONS**

It is understood and agreed that the Local Plan hereunder shall not exceed any applicable enrollment and service limitations.

If any party to this Agreement exceeds the funding allocations specified in the annual budget plan approved by the SBCSELPA as specified in Section 9 above, the resultant costs of such excess shall be borne by the LEA that exceeded such allocation.

**20. TERM**

This Agreement becomes effective on the date of final approval of the SBCSELPA JPA Agreement, provided it has been approved by all parties choosing to participate, and it shall continue in effect until a majority of the participating parties have terminated membership in the manner provided by Section 21 of this Agreement.

**21. TERMINATION OF MEMBERSHIP**

A party may resign from membership in the SBCSELPA by notifying the SELPA JPA Board and the Superintendent of the County Schools Office in writing of its intention to do so at least one year prior to the proposed date of its resignation, as required by Education Code Section 56195.3 (b).

**22. AMENDMENT**

This Agreement may be amended, altered or supplemented at any time by a two-thirds vote of the participating district boards.

**23. DISPOSITION OF PROPERTY AND FUNDS UPON TERMINATION**

Upon termination, the property and funds of the SBCSELPA shall be distributed as follows:

a. All property and funds shall be transferred to the new agency operating system.

b. If no new agency exists, all property shall be distributed pursuant to an agreement reached by all parties to this Agreement at that time. If said parties cannot agree on distribution, said property shall, to the extent possible, be sold for cash, and said cash and the remaining unsaleable property shall be distributed to each of the parties in accordance with the respective contributions of each party to the cost of said property.

c. After payment of all costs, expenses and charges incurred under the agreement, any monies in the possession of the SBCSELPA shall be returned to the parties in proportion to contributions made.



**24. PARTIAL INVALIDITY**

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, promises, provisions, sections, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**25. ADOPTION AND EXECUTION**

Each participating LEA shall become a party to this Agreement by virtue of its governing board's approval of the SBCSELPA JPA Agreement. Thereafter, this agreement may be executed by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all parties. Each party shall promptly transmit an executed copy of this document to the Administrative Unit.

**26. SUCCESSORS**

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

**BYLAWS OF THE JOINT POWERS AGENCY BOARD  
OF THE  
SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

**INTRODUCTION:**

The Santa Barbara County SELPA Joint Powers Agency Board (SBCSELPA JPA Board) is the governing body of the Santa Barbara County Special Education Local Plan Area. The SBCSELPA JPA Board derives its powers from the statutes of the State of California and from a Joint Powers Agreement approved by all school districts in the County of Santa Barbara and the Santa Barbara County Education Office.

**ARTICLE I: BOARD STRUCTURE**

**Section 1. Membership**

The SBCSELPA JPA Board shall consist of eight voting members. The board shall be comprised of the County Superintendent of Schools and superintendents from a representative cross section of districts in Santa Barbara County as specified in the SELPA Joint Powers Agreement.

**Section 2. Officers**

The officers of the SBCSELPA JPA Board shall consist of a chairperson, vice-chairperson, and clerk who shall be elected from its voting members at the organizational meeting each year. The SBCSELPA Executive Director shall serve as secretary to the board.

a. Chairperson

The chairperson shall preside at all meetings of the SBCSELPA JPA Board and shall assume duties following the election. The chairperson shall have the same rights and privileges as other members of the board in voting, introducing motions and resolutions, and in discussing questions. The chairperson shall sign minutes, documents, and agreements when legally required to do so or as ordered by the board. If, for any reason, the chairperson resigns during his/her term of office, the vice-chairperson shall serve as the chairperson for the remainder of the former chairperson's term.

b. Vice-Chairperson

The vice-chairperson shall preside at all meetings where the chairperson is absent. While acting in this capacity, the vice-chairperson shall have all the powers and

privileges of the chairperson. If, for any reason, the vice-chairperson resigns during his/her term of office, the clerk shall serve as the vice-chairperson for the remainder of the former vice-chairperson's term.

c. Clerk

The clerk shall act as presiding officer at all meetings where the chairperson and vice-chairperson are absent. While acting in this capacity, the clerk shall have all the powers and privileges of the chairperson. If, for any reason, the clerk resigns during his/her term of office, a new clerk shall be elected by the SBCSELPA Board to serve out the remainder of the former clerk's term.

d. Secretary to the Board

The secretary to the board shall provide an accurate record of all meetings of the SBCSELPA JPA Board. In addition, he/she shall handle the correspondence of the SBCSELPA JPA Board, distribute agendas and minutes, and perform other duties as delegated by the chairperson on behalf of the board.

e. Individual Members

Except as authorized by the SBCSELPA Board or by board bylaws, individual members of the SBCSELPA JPA Board have no power except as members of the SBCSELPA JPA Board acting at an official meeting.

## **ARTICLE II: MEETINGS OF THE SBCSELPA JPA BOARD**

### **Section 1. Annual Organizational Meeting**

The first meetings of each new fiscal year shall be designated as the annual organizational meeting of the SBCSELPA JPA Board.

### **Section 2. Regular Meetings**

Regular meetings of the SBCSELPA JPA Board shall normally be held monthly during the months of September through June, beginning at 12:00 noon, at the same location where meetings of the County Superintendents take place. The date, time and location of regular board meetings will be confirmed annually by the September meeting of the board. The SBCSELPA JPA Board may change the date, time or location for holding regular meetings, as needed.

### **Section 3. Special Meetings**

Special meetings of the SBCSELPA JPA Board shall be held whenever the chairperson or the majority of the members of the board shall call such a meeting; in which event, notice of such meeting shall be sent to each member and shall be received at least 24 hours before the time of the meeting as specified in the notice.

#### **Section 4. Public Hearings**

A public hearing of the SELPA Annual Budget Plan shall be held annually prior to the adoption of the final Annual Budget Plan.

Other public hearings may be held by the board at its discretion or when legally required to do so.

#### **Section 5. Closed Sessions**

Closed sessions may be called, subject to the rules of the Brown Act, in conjunction with any regular or special meeting.

#### **Section 6. Parliamentary Authority**

Roberts Rules of Order (Revised) will normally be used by the JPA Board in conducting its business. Such rules are intended to apply to Board member deliberations and may not be invoked by other persons. Although Robert's Rules of Order can serve as a useful guide, the Board may use any procedures that allow it to conduct its meeting in an efficient, consistent manner.

### **ARTICLE III: BYLAWS**

#### **Section 1. Adoption of Bylaws**

Rules (bylaws) necessary for the internal operation of the SBCSELPA JPA Board shall be formulated by the board. Bylaws may be proposed by any member of the SBCSELPA JPA Board or the SBCSELPA Executive Director as secretary to the board. Proposed bylaws shall be adopted upon a majority vote of all members of the SBCSELPA JPA Board at the second reading.

#### **Section 2. Bylaw Amendments or Repeal**

Bylaws shall be amended or repealed upon a majority of all SBCSELPA JPA board members at the second reading.

Approved by JPA Board 1/06/03

Revised: March 7, 2004

Revised: November 7, 2005

Revised: November 2, 2009

Revised: February 6, 2017

Revised: October 2, 2017

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

8000 GOVERNANCE

8100 JOINT POWERS AGENCY BOARD

8101 Organization, Responsibilities and Powers of Joint Powers Agency Board

The Joint Powers Agency Board is the governing body of the Santa Barbara County Special Education Local Plan Area and derives its power from the statutes of the State of California and from a Joint Powers Agreement approved by all school districts in the County of Santa Barbara and the Santa Barbara County Education Office. The Board represents the district school boards and the superintendents in Santa Barbara County in the governance of the Santa Barbara County Special Education Local Plan Area.

It is the policy of the Board to encourage public participation in the Board's activities in order to fully promote communication with interested persons and entities in the county. All meetings of the Board are public and accessible to the disabled. Deliberations of the Board, except those appropriate for closed sessions, shall be conducted openly and all actions taken in public session.

The Board holds the SBCSELPA Executive Director responsible for the efficient administration of the Special Education Local Plan Area and the functions of the Joint Powers Agency.

Bylaws will be adopted for its own governance which are consistent herewith and within legal limits.

(EDUCATION CODE. 56205(b)(4))

DATE APPROVED: July 5, 1983  
DATE REVISED: March 3, 1995  
DATE REVISED: November 4, 2002

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8100 JOINT POWERS AGENCY BOARD

8102 Public Participation at JPA Board Meetings

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda and, during regular meetings, any item within the Board's jurisdiction.

Procedure for Those Wishing to Speak

Before the Board meeting begins, persons wishing to address the Board are requested, but not required, to fill out a "Request to Address the Board" form obtainable from the SELPA Administrative Secretary or from the table near the entrance to the meeting room. The form is to be filled out and returned to the SBCSELPA Executive Director or his/her secretary before the meeting begins. At the appropriate time, the Board Chairperson will call upon the persons requesting to speak.

Public Participation Procedures

In order to conduct business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. Every regular and special meeting agenda shall provide an opportunity for members of the public to address 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 an total of 10 minutes on all items for their presentation. The Board may limit the total time for all public comment to 30 minutes. (Education Code § 35145.5, Government Code § 54954.3) The Board may determine to take public comments either when agenda items are heard, or during the public comment section of the agenda, preceding the consideration of individual agenda items.
2. All regular meeting agendas shall provide an opportunity for members of the public to comment on matters not listed on the agenda, but within the subject matter jurisdiction of the Board. (Education Code § 35145.5, Government Code § 54954.3)

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8100 JOINT POWERS AGENCY BOARD

8102 Public Participation at JPA Board Meetings (*Continued*)

3. A person wishing to be heard by the Board shall first be recognized by the chairperson and shall then proceed to comment as briefly as the subject permits. Individual speakers will be allowed three minutes to speak on any item, or, if all public comments are taken together before the Board takes up individual agenda items, a total of ten minutes to address the Board on all items will be normally allowed per speaker. The Board may limit the total time for public comment to 30 minutes. With Board consent, the chairperson may increase or decrease the total time allowed for public presentation, depending on the number of persons wishing to be heard. The chairperson may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.
4. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts or omissions. (Government Code § 54954.3) In addition, the Board may not prohibit public criticism of individual employees. However, whenever a member of the public initiates specific complaints or charges against an employee, the Board chairperson shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code § 54957.
5. The Board chairperson shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the chair to terminate the right of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary; in this case, members of the media not participating in the disturbance shall be allowed to remain, and individual(s) not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code § 54957.9)

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8100 JOINT POWERS AGENCY BOARD

8102 Public Participation at JPA Board Meetings (*Continued*)

6. Without taking action, Board members or SELPA staff may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board member or staff member may ask questions for clarification, make a brief announcement, or make a brief report on his/her own activities. Furthermore, the Board or a board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code § 54954.2)
7. Under Board Bylaws, Roberts Rules of Order (Revised) normally guides the conduct of Board meetings. Such rules are intended to apply to Board member deliberations and may not be invoked by other persons. Although Robert's Rules of Order can serve as a useful guide, the Board may use any procedures that allow it to conduct its meeting in an efficient, consistent manner.

Placing Items on The Board's Agenda

Members of the public are permitted to place matters on the Board's agenda that fall within its jurisdiction. Such requests shall be made in writing to the SBCSELPA Executive Director and shall specify the precise subject to be addressed. These matters shall be heard at the next convenient regular JPA Board meeting after the request is received, but not later than the second regular meeting. Upon receipt of a request to place a matter on the agenda, the SBCSELPA Executive Director, in conjunction with the Chairperson of the JPA Board, shall make the decision regarding whether the matter falls within the Board's jurisdiction. The request to place an item on the agenda may be declined if the item is repetitive, defamatory, superfluous, or otherwise improper. The SBCSELPA Executive Director and/or the Chairperson of the JPA Board may provide an alternative process to address certain matters, such as in the



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8100 JOINT POWERS AGENCY BOARD

8102 Public Participation at JPA Board Meetings (*Continued*)

case of a complaint against a staff member. Normally, members of the public who place matters on the agenda will be allotted up to ten minutes to present their item, which may be extended at the discretion of the JPA Board Chairperson.

(EDUCATION CODE § 56205(b)(4))

DATE APPROVED:	<u>January 9, 1987</u>
DATE REVISED:	<u>July 12, 1987</u>
DATE REVISED:	<u>March 3, 1995</u>
DATE REVISED:	<u>November 3, 2004</u>
DATE REVISED:	<u>March 7, 2005</u>
DATE REVISED:	<u>November 7, 2005</u>
DATE REVISED:	<u>November 2, 2009</u>

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8100 JOINT POWERS AGENCY BOARD

8103 Adoption of Policies and Procedures

The formulation and adoption of written policies and procedures shall constitute one method by which the Joint Powers Agency Board shall exercise its leadership in the operation of the Santa Barbara County SELPA. In formulating policies, the Joint Powers Agency Board shall adopt general principles and statements of intent in the form of policies concerning the establishment and operation of the program and other matters within the duties and scope of responsibility of the JPA Board.

The SBCSELPA Executive Director shall recommend policies for adoption and recommend revisions of existing policies to the JPA Board. The adoption of policies shall be recorded in the minutes of the JPA Board.

A proposed policy shall be subject to adoption, revision, or deletion, upon a majority vote of all members of the JPA Board at the second of two meetings held not less than fourteen days apart and the call for which the proposed policy has been described in writing. All policies shall be considered adopted upon successful completion of the second reading. Policies may be adopted or amended at first reading when considered unanimously by those voting as an emergency measure. The JPA Board shall reappraise its policies periodically in view of the changing needs of the community and the students served by the SBCSELPA.

(EDUCATION CODE 56195.7(i))

DATE APPROVED: June 2, 1995

DATE REVISED: December 9, 2002

DATE REVISED: November 2, 2009

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8200 CHARTER SCHOOLS

8201 Participation of Charter Schools in the Santa Barbara County SELPA Governance Structure

Santa Barbara County SELPA (SBCSELPA) Involvement with approval and Renewal of Charters:

Prior to approval or renewal of a charter, the superintendent or designee of the chartering entity shall advise the SBCSELPA Joint Powers Agency (JPA) Board regarding the sufficiency of assurances in the petition related to the provision of special education services. The petition presented must provide assurances that all eligible students enrolled in the charter school will receive appropriate special education services in accordance with applicable state and federal laws and regulations as well as the Local Plan. The petition must provide that no student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's existing inability to provide necessary services. Each charter petition must contain a reasonable, comprehensive description of the charter school's educational program, as it relates to the provision of special education services, including the following:

- The specialized instruction and services available at the charter school
- The procedures for ensuring that students are referred, assessed, and served in a timely manner
- Assurances that staff members providing special education services are appropriately credentialed
- Assurances that the facility used by the charter school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular program
- Disenrollment, suspension, and expulsion policies and procedures must ensure that the protections of federal and state law are afforded to special education and 504 eligible students
- Dispute resolution procedures that will apply to any disputes between educational entities, including the SBCSELPA, regarding the provision of special education services in the charter school.

The chartering entity shall provide the SBCSELPA JPA Board a signed memorandum of understanding between the chartering local education agency (LEA) and the proposed charter school that clearly delineates responsibility for all aspects of provision of special education services, including staffing, administration, continuum of placement options, provision of supplementary and related services, payment of excess costs, and liability for due process.

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8000 GOVERNANCE

8200 CHARTER SCHOOLS

8201 Participation of Charter Schools in the Santa Barbara County SELPA Governance Structure *(Continued)*

Categories of Charter Schools:

For the purpose of provision of special education services; charter schools shall be deemed either a public school within the chartering LEA or an LEA. All charter schools will be deemed public schools within the chartering entity unless the charter school has been deemed an LEA pursuant to approval by the SBCSELPA JPA Board and California Department of Education.

DATE APPROVED: November 4, 2002

DATE REVISED: November 7, 2005

DATE REVISED: November 2, 2009

DATE REVISED; October 3, 2011

DATE REVISED: November 2, 2015

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8200 CHARTER SCHOOLS

8202 Provision of Special Education Services to Students Enrolled in Charter Schools

Pursuant to provisions of both federal and state law, eligible students enrolled in charter schools are entitled to receive appropriate special education services consistent with the provision of such services in other public schools and charter schools within the SBCSELPA. Charter schools within the SBCSELPA shall comply with all applicable requirements of state and federal law regarding provision of special education services (Education Code Section 56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Section 1400 et seq.).

Funding for special education services, participation in the SBCSELPA governance structure and responsibility for provision of services shall be based on whether the charter school is deemed to be a public school within the LEA that granted the charter or is approved as an LEA, as well as the details included in the agreement a memorandum of understanding (MOU) between the charter school and sponsoring LEA.

Charter schools shall delineate in their charter petition or in an MOU the entity responsible for providing special education instruction and related services. This document should reference any anticipated transfer of special education funds between the granting entity and the charter school and any provisions for sharing deficits in funding.

LEAs having charter schools that are considered public schools of the chartering LEA shall serve children with disabilities attending the charter school(s) in the same manner as the LEA serves children with disabilities in its other schools, including providing supplementary and related services on site at the charter school(s) to the same extent to which the LEA provides such services on the site to its other public schools. LEAs shall also provide funds to those charter schools on the same basis as the LEA provides funds to the LEA's other public schools, including proportional distribution based on relative enrollment of children with disabilities and at the same time as the LEA distributes other federal funds to its other public schools.

(EDUCATION CODE 56195.1(f), 56203, 56207.5)

DATE APPROVED: November 4, 2002

DATE REVISED: June 2, 2008

DATE REVISED: November 2, 2009

DATE REVISED: November 2, 2015

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8200 CHARTER SCHOOLS

8203 Charter School and Other LEA Requests to Become LEA in SBCSELPA

A charter school or other LEA may apply to the SBCSELPA's JPA Board to become a participating LEA within the SBCSELPA for the provision of special education. A request by a charter school to participate as a LEA for the purposes of special education in the SBCSELPA shall be treated in the same manner as a similar request made by a school district.

In reviewing and approving a request by a charter school to participate as a LEA member of the SBCSELPA the following requirements shall apply:

1. The charter school or other LEA requesting to become an LEA within SBCSELPA shall participate in state and federal funding for special education and in the allocation plan developed in the same manner as other LEAs of the SBCSELPA.
2. The charter school or other LEA requesting to become an LEA within SBCSELPA shall participate in governance of the SBCSELPA in the same manner as other LEAs of the SBCSELPA.

As a condition of being granted approval by the SBCSELPA JPA Board to participate as a LEA of the SBCSELPA, the governing board of the charter school or other requesting LEA shall agree to the following:

1. To approve the SBCSELPA JPA Agreement, thereby becoming a party to the SBCSELPA JPA.
2. To approve the LEA Assurance Statement required of all LEAs participating as part of a special education local plan area.
3. To approve, and thereby agree to abide by, the policies and procedures included in the SBCSELPA Local Plan for Special Education.
4. To submit to the SBCSELPA Executive Director and JPA Board a detailed Plan/Readiness Checklist (see Appendix A) by February 1 of the prior year that the request is being made. This Plan/Readiness Checklist shall substantiate that the requesting charter school or other LEA is capable of and prepared to abide by the provisions of the Local Plan.

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8200 CHARTER SCHOOLS

8203 Charter School and Other LEA Requests to Become LEA in SBCSELPA  
(Continued)

5. The SBCSELPA JPA Board shall grant a charter school or other requesting LEA a one-year probationary acceptance into the SBCSELPA if all requirements and timelines stipulated in this policy and the SBCSELPA LEA Special Education Plan/Readiness Checklist have been met. At the June SBCSELPA JPA Board meeting at the end of year one, the JPA Board will determine if, the charter school or other LEA has effectively implemented the Local Plan and grant ongoing membership as a LEA in SBCSELPA. If the Board determines that a charter school or other LEA has not appropriately implemented the Local Plan, the charter school or other LEA will be provided a one-year notice to rectify any out-of-compliance areas or their membership will be terminated June 30<sup>th</sup> of the following year.

The initial Applications of a LEA or Charter School must be made to the SBCSELPA JPA Board a year and a day preceding the school year in which the charter school anticipates operating as an LEA within the SBCSELPA. LEA status will not become effective prior to July 1 of the year in which final approval was granted by the JPA Board. Once granted LEA status, a charter school will participate in the governance of the SBCSELPA in the same manner as all other LEA members in the SBCSELPA.

(EDUCATION CODE 56195.1(f), 56203(a)-(c), 56207.5 (a)-(c))  
(Individuals with Disabilities Education Act 20 U.S.C. Chapter 33)

DATE APPROVED: November 2, 2015  
DATE REVISED: March 19, 2018

## Appendix A

### SBCSELPA Charter or Other Requesting LEA Special Education Readiness Plan/ Readiness Checklist

Name of Charter/LEA:		Date:	
Name of Person Completing Checklist:			
Total Student Population:		SPED Pupil Count:	
Number of Schools or Sites:			
Name and Location of Each Site:			
Number of SPED Teachers:			
Number of School Psychologists:			
Number of other Related Service Provider (Type and Number)			

Directions: Check (✓) each assurance below to indicate compliance with each required item. Attach supporting documentation for each step and describe evidence for each of the required assurances below in order to establish readiness to become an LEA within SBCSELPA. Attach supporting documentation/evidence for each step and submit to the SBCSELPA Executive Director by February 1 of the prior school year the charter school or other LEA is requesting to become a member LEA in SBCSELPA.

1. ☐ The charter school or other LEA has a designated administrator with training and expertise in special education regulations to oversee the provision of special education services in order to ensure that a free appropriate public education (FAPE) is provided to all pupils with individualized education programs (IEPs) as per E.C. 56000.

Describe:

--

2. ☐ The charter school or other LEA will comply with all SBCSELPA policies and procedures, including, but not limited to identification, referral, placement, procedural safeguards, regional services, transportation, etc.

Describe:

--

3. ☐ The charter school or other LEA will indemnify and hold harmless the SBCSELPA an each of the member entities.

Describe:

--



4. ☐ The charter school or other LEA provides education in a manner that promotes maximum interaction between children or youth with disabilities and children or youth without disabilities, in a manner that is appropriate to the needs of both.

Describe:

5. ☐ The charter school or other LEA can provide a full continuum of special education program options and related services, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings, and instruction in physical education, to meet the educational and service needs in the least restrictive environment.

Describe:

6. ☐ The charter school or other LEA can provide programs and services for pupils with low-incidence disabilities, including highly specialized services, equipment, and materials, as well as services that promote the ability to communicate with other individuals for students with deafness or communication disorders.

Describe:

7. ☐ The charter school or other LEA can provide special education programs and services as indicated below (✓ check each item below to indicate assurance has been met):

☐ Each individual with exceptional needs is assured an education appropriate to his or her needs in publicly supported programs through completion of his or her prescribed course of study or until the time that he or she has met proficiency standards.

Describe:

☐ Each individual with exceptional needs shall have his or her educational goals, objectives, and special education and related services specified in a written IEP that is reviewed at least annually by his or her IEP team.

Describe:

☐ Each individual with exceptional needs is offered special assistance programs that promote maximum interaction with the general school population in a manner that is appropriate to the needs of both, taking into consideration, for hard-of-hearing or deaf children, the individual's needs for a sufficient number of age and language mode peers and for special education teachers who are proficient in the individual's primary language mode.

Describe:

☐ Pupils are transferred out of special education programs when special education services are no longer needed as evidenced by appropriate assessment(s) and determined by the student's IEP team.

Describe:

☐ Procedures and materials for assessment and placement of individuals with exceptional needs shall be selected and administered so as not to be racially, culturally, or sexually discriminatory. No single assessment instrument shall be the sole criterion for determining the placement of a pupil. The procedures and materials for assessment and placement shall be in the individual's mode of communication. Procedures and materials for use with pupils of limited-English proficiency, as defined in federal and State law and their implementing regulations, shall be in the individual's native language. All assessment materials and procedures shall be selected and administered in accordance with the law.

Describe:

☐ Continuous evaluation of the effectiveness of these special education programs by the charter school or other LEA ensures the highest quality educational offerings.

Describe:

☐ Appropriate qualified staff are employed, consistent with credentialing requirements, to fulfill the requirements of federal and State special education laws and the SBCSELPA local plan and positive efforts are made to employ qualified disabled individuals.

Describe:

☐ Regular and special education personnel are adequately prepared to provide educational instruction and services to individuals with exceptional needs.

Describe:

8. Indicate below if there have been any of the following: (Attach a history and include current status and disposition for each applicable area.)

☐ Due process complaints filed in the last two years (by charter school or other LEA, or parent on behalf of a student). If yes, describe below:

☐ Complaints filed with Office of Civil Rights (OCR) or California Department of Education (CDE) in the last two years. If yes, describe below:

☐ Intra-Agency Disputes relating to special education. If yes, describe below:

I certify that all steps have been completed and supporting documentation for each item is attached.

\_\_\_\_\_  
Signature of Requesting Charter School / LEA Representative

\_\_\_\_\_  
Date

Certification of SBCSELPA Executive Director regarding receipt of completed checklist and supporting documentation.

\_\_\_\_\_  
Signature of SBCSELPA Executive Director  
00310-00003/725319.1

\_\_\_\_\_  
Date

DATE APPROVED: November 2, 2015  
DATE REVISED: March 19, 2018

SANTA BARBARA COUNTY  
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8300 DISPUTE RESOLUTION

8301 Dispute Resolution Process

In addressing disputes that may arise over the distribution of funding, the responsibility for service provision, and other governance activities specified in the Local Plan, the local education agencies that comprise the Santa Barbara County SELPA agree to make every effort to resolve disagreements at the lowest possible level.

In some instances, individual SELPA policies outline the process for resolving disputes that may arise regarding selected issues.

In circumstances where a system for resolving potential disputes is not specifically described in the relevant SELPA policy, the following steps shall be utilized to address the issue:

1. Any local education agency involved in a dispute may request the assistance of the SBCSELPA Executive Director acting in the role of a mediator to facilitate resolution of the matter.
2. If the matter cannot be resolved through informal discussions and agreements, an LEA representative may request that the issue be agendaized for consideration by, a committee comprised of the special education administrators or business officials from districts in SBCSELPA, depending upon whether the subject of the dispute is primarily of a programmatic or fiscal nature.
3. If the issue cannot be resolved at an informal level by action of the a committee comprised of the special education administrators or business officials from districts in SBCSELPA, then the matter shall be agendaized for review and action by the SBCSELPA JPA Board, whose decision shall be final and binding upon the parties to the dispute.

(EDUCATION CODE 56205(b)(5))

DATE APPROVED: November 4, 2002

DATE REVISED: November 2, 2009