

**SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD**

Regular Meeting

Monday, May 2, 2022

Public Session – 12:00 p.m.

Via ZOOM – Meeting ID: 976 4185 7081

Pursuant to SBCSELPA Resolution 21-22-06

PUBLIC – Should you wish to attend the SBCSELPA JPA Board Meeting via Zoom please contact Lindsay MacDonald, SBCSELPA Executive Secretary, by Monday, May 2, 2022 at 11:00 a.m. to request Zoom Meeting Information and Login. Lindsay MacDonald can be contact via email, lmacdonald@sbcselpa.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.

Forms are available from the Board's secretary for requests to address the Board. Persons wishing to make public comments are requested to complete the appropriate form and return it to the Board Secretary.

I. PUBLIC SESSION

- A. Call to Order
- B. Roll Call
- C. Flag Salute
- D. Welcome Guests
- E. SBCSELPA Executive Director's Report

REF: I-E

II. PUBLIC COMMENTS

Please refer to information above regarding public comment guidelines.

III. PUBLIC HEARING**A. Santa Barbara County SELPA 2022-2023 Annual Budget and Service Plans**

1. Convene Public Hearing Opened _____
2. Discussion and Input
3. Adjournment of Public Hearing Closed _____

IV. APPROVAL OF ADDITIONAL EMERGENCY ITEMS (Government Code Section 54954.3(b)(2))**V. APPROVAL OF ACTION AGENDA**

<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 March 7, 2022 Regular Meeting | REF: VI-A |
| B. Minutes of April 12, 2022 Special Meeting | REF: VI-B |
| C. Ratification of Payment Claims | REF: VI-C |
| D. SIRAS Systems Service Contract Renewal for 2022-2024 | REF: VI-D |
| 1. 2022-2024 Contract | |
| E. 2021-2022 Nonpublic School (NPS) Individual Service Agreements (ISAs) | REF: VI-E |
| 1. Individual Service Agreement: Copper Hills Youth Center | |
| 2. Individual Service Agreement: Copper Hills Youth Center | |
| F. 2022-2023 Nonpublic School (NPS) Master Contract & Exhibit A Rates | REF: VI-G |
| 1. Master Contract | |
| G. 2022-2023 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates | REF: VI-F |
| 1. 2022-23 Master Contract | |
| a. Exhibit A Rates Sheet: Accountable Healthcare Staffing | |
| b. Exhibit A Rates Sheet: ATX Learning | |
| c. Exhibit A Rates Sheet: Cross Country Education | |
| d. Exhibit A Rates Sheet: EdTheory | |
| e. Exhibit A Rates Sheet: Goodfellow Occupational Therapy | |
| f. Exhibit A Rates Sheet: Inclusive Education & Community Partnership | |
| g. Exhibit A Rates Sheet: Kathleen Blake | |
| h. Exhibit A Rates Sheet: Maxim Staffing | |
| i. Exhibit A Rates Sheet: MP Health | |
| j. Exhibit A Rates Sheet: Peer Buddies | |
| k. Exhibit A Rates Sheet: Pioneer Healthcare Services LLC | |
| l. Exhibit A Rates Sheet: Protocol Agency, Inc. | |
| m. Exhibit A Rates Sheet: Stepping Stones Group | |
| n. Exhibit A Rates Sheet: Sunbelt Staffing | |
| o. Exhibit A Rates Sheet: The Genesis Group, Inc. | |
| p. Exhibit A Rates Sheet: Therapy Travelers | |
| q. Exhibit A Rates Sheet: TinyEye | |

- G. 2022-2023 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates (*continued*)
 - 2. 2021-22 Master Contract Rates
 - a. Exhibit A Rates Sheet: Ro Health LLC

- H. SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern 22-23 Match and Services Agreement REF: VI-H
 - 1. Services Agreement: Monica Romero – SBUSD
 - 2. Services Agreement: Tamara Starling – LUSD
 - 3. Services Agreement: Annisha Susilo – SMBSD
 - 4. Services Agreement: Anna Whitehouse – SMJUHS
 - 5. Services Agreement: Barbara Katic – SBCSELPA

- I. 2022-2023 Contracts for the Provision of Audiological Services REF: VI-I
 - 1. Audiological Service Contract
 - a. Service Contract: Audiological Associates of Santa Barbara
 - b. Service Contract: Hearing Consultants of California
 - c. Service Contract: Physician's Hearing Service
 - d. Service Contract: Raymund J. Llauro

- J. Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator REF: VI-J
 - 1. 2022-23 Employment Contract

- K. Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC REF: VI-K
 - 1. 2022-23 Employment Contract

- L. Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Audiologist REF: VI-L
 - 1. 2022-23 Employment Contract

- M. Employment Contract Renewal for Rosy Matos-Bucio SBCSELPA Board Certified Behavior Analyst REF: VI-M
 - 1. 2022-23 Employment Contract

- N. Employment Contract Renewal for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst REF: VI-N
 - 1. 2022-23 Employment Contract

- O. Employment Contract Renewal for Rachel Wigle as SBCSELPA Chief Business Official REF: VI-O
 - 1. 2022-23 Employment Contract

- P. Employment Contract Renewal for Deborah Umansky as SBCSELPA Mental Health Specialist Clinical Psychologist REF: VI-P
 - 1. 2022-23 Employment Contract

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

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

VII. PRESENTATION**A. SBCSELPA 2022-23 Budget Presentation**

REF: VII-A

Presenter: Rachel Wigle, SBCSELPA Chief Business Official

VIII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION**A. Santa Barbara County SELPA (SBCSELPA) 2022-2023 Annual Budget and Service Plans**

REF: VIII-A

1. Notice of Public Hearing (English/Spanish)
2. Annual Budget Plan for 2022-2023
3. Attachments for 2021-2023
4. Annual Service Plan for 2022-2023

It is recommended that the JPA Board approve the SBCSELPA 2022-2023 Annual Budget and Service Plans as presented.

Motion: _____

Second: _____

In Favor: _____

Opposed: _____

Abstained: _____

B. Santa Barbara County Education Office (SBCEO) Regional Program Request for Funding of the Continuation of Additional Paraprofessional Support for Cabrillo High School Severe-Profound SDC for the 2022-2023 School Year

REF: VIII-B

1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO Regional Program request for funding of the continuation of additional paraprofessional support for Cabrillo High School for the 2022-2023 school year as presented.

Motion: _____

Second: _____

In Favor: _____

Opposed: _____

Abstained: _____

C. Santa Barbara County Education Office (SBCEO) Regional Program Request for Funding of the Continuation of Additional Paraprofessional Support for Manzanita Charter School Mod/Severe SDC for the 2022-2023 School Year

REF: VIII-C

1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO Regional Program request for funding of continuation of two additional paraprofessionals to support Manzanita Charter School for the 2022-2023 school year as presented.

Motion: _____

Second: _____

In Favor: _____

Opposed: _____

Abstained: _____

IX. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION**A. SBCSELPA 2022-2023 Proposed Adopted Budget**

REF: IX-A

1. Proposed Adopted Budget

B. Resignation Notification from Stephan Salter, SBCSELPA Mental Health Specialist

REF: IX-B

1. Resignation Letter

IX. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION (continued)

- C. Proposed New SBCSELPA Mental Health Manager Position REF: IX-C
1. Stephan Salter Resignation Letter
 2. Proposed Mental Health Manager Salary Schedule 22-23
 3. Proposed Job Description & Salary Data
- D. Santa Barbara County SELPA Local Plan Revision (*First Reading*) REF: IX-D
1. Section 9
- E. SBCSELPA Professional Development Plan for 2022-23 REF: IX-E
1. May 2022 Professional Development Information & Calendar
 2. SBCSELPA Professional Development Offerings Booklet (Updated April 2022)
- F. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances REF: IX-F
- G. SBCSELPA Legal Fees Year-to-Date Reserve REF: IX-G
- H. Nonpublic School (NPS) Year-to-Date Placement Expenditures REF: IX-H

X. MISCELLANEOUS AGENDA ITEMS

- A. Items Proposed for Future Action or Discussion
- B. Next Scheduled JPA Board Meeting: Date: June 6, 2022
Time: 12:00 p.m.
Location: Via Zoom due to COVID-19 & AB 61

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
- B. Employment Contract Renewal for Ray Avila as SBCSELPA Executive Director

XIII. RECONVENE TO PUBLIC SESSION

- A. REF: XII-B, Employment Contract Renewal for Ray Avila as SBCSELPA Executive Director *Government Code §54953 (c) (3)*. Consideration of a one percent (1%) pay increase effective July 1, 2022, and two-year extension of contract for Executive Director (July 1, 2022 – June 30, 2024).
1. Contract

It is recommended that the JPA Board approve the Employment Contract Renewal for Ray Avila as SBCSELPA Executive Director as presented.

Motion: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

XIV. ADJOURNMENT

ZOOM MEETING INFORMATION:

Topic: May 2022 JPA Board Regular Meeting

Time: May 2, 2022 12:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/97641857081?pwd=Y0pmR0hDR0VzMEZjN3laTnY5NFpOQT09>

Meeting ID: 976 4185 7081

Passcode: u4MLrW

One tap mobile

+16699009128,,97641857081#,,, *474480# US (San Jose)

+13462487799,,97641857081#,,, *474480# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 976 4185 7081

Passcode: 474480

Find your local number: <https://zoom.us/u/abJKZTgQH3>

SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

May 2, 2022

1) Due Process/Dispute Updates –

- *Eleven Due Process filings in progress and One CDE Investigation.*

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

- *We have a total of (4) SBCSELPA funded NPS placements.*

3) Proposed Legislation and Communication that Supports Special Education –

- *State SELPA Legislative Sharing Day. (SEE attached flyer and bills of interest document, REF: I-E.1) SBCSELPA will have 10 representatives (parents and colleagues) from across the county attending this virtual event!*
- *SB 1113 (Inclusion Bill) Support letter. (SEE attached letter from SBCSELPA, REF: I-E.2)*

4) State Finance Update –

- *There will be continued discussion presented at today's meeting regarding the proposed Trailer Bill Language and the potential impact regarding the allocation of State and Federal Mental Health funding. SBCSELPA has developed a back up plan titled, "Plan B" in response and preparation for the approval of the Trailer Bill Language. Several SEAM, SEAM/BO, Ad Hoc, and separate LEA discussions have occurred since January 2022 when the Trailer Bill Language was shared out publicly.*
- *Statewide advocacy (State SELPA Association, Small School District Association, CAFSE) is occurring in OPPOSITION of the Trailer Bill Language that specifically outlines how the shift of Mental Health Funds will occur.*

5) CDE Compliance Update –

- *Compliance and Improvement Monitoring (CIM)*
- 21 LEA's are "Compliance Only" (Most minimal level of compliance monitoring)*
- 1 LEA in "Targeted Level 3"*
- 1 LEA in "Intensive Level 1"*
- 2 LEA's in Significant Disproportionality (SIG DIS)*

6) LCAP Consultation –

- *SBCSELPA sent out a reminder to all 25 LEA's in SB County (Superintendents and SPED Directors) reminding them of the support our organization provides with LCAP development. (SEE attached PowerPoint presentation, REF: I-E.3)*



Each year, Special Education Local Plan Area (SELPA) administrators and members of the Coalition for Adequate Funding for Special Education (CAFSE) join together with Community Advisory Committee (CAC) members, parents, families, students, and other interested individuals from across the state as a community of advocates to speak with legislators about proposed bills that may impact education in California.

Due to construction at the Capitol, this year's event will be held **virtually on May 4, 2022**.

The **virtual 2022 Legislative Sharing Day** will provide participants with briefings on proposed legislative bills and advocacy priorities, as well as the opportunity to hear from Heather Calomese, Director of Special Education for the California Department of Education. Additionally, we have the privilege of welcoming Senator Rosilicie Ochoa Bogh who will introduce her landmark legislation, SB 1113 and Mr. Elijah J. Stacy, an inspiring young man, who will share his journey overcoming challenges and facing adversity.

Legislative Sharing Day provides participants with the opportunity to advocate for improved outcomes for individuals with disabilities. We hope that you will join us.



Simultaneous Spanish and American Sign Language interpretation will be available.

May 4th, 2022

9:00-11:00 a.m. | Virtual Event

Registration:

<https://forms.gle/B6b1xXSRcbLrAgaR6>

Questions:
Contact your
SELPA Director





2022 LEGISLATIVE SHARING PRIORITIES

California must ensure students with disabilities have meaningful access to a quality education to acquire the skills needed to go on to higher learning, secure stable employment, and live independently as adults. The COVID-19 pandemic and global health crisis exacerbate existing inequities, increased disputes, and underscored unmet fiscal needs. Along with students and families, Special Education Local Plan Area ([SELPA](#)) Administrators and our statewide educational allies are partnering with legislators to overcome inequities and resolve the ongoing gap in special education funding that continues to hamper our mission. SELPA Administrators' state legislative priorities are the following, which reflect both the fight to remove barriers to inclusion and the impact of COVID-19 to students with disabilities and special education and related services:

1. Support: [SB 1113 \(Ochoa Bogh\)](#): Removing Barriers to Inclusion in the General Education Classroom

Ask: *Support appropriation of funds for SB 1113.*

Background: SB 1113 will promote the inclusion of students with disabilities in general education classrooms by addressing and implementing inclusionary practices through an updated guidebook, a mandated review for the consideration of inclusionary practices in textbooks, funding technical assistance providers, a study to determine proper staffing numbers to achieve best practices, and mandating training in inclusive practices for new school administrators.

2. Support: [AB 2121 \(E. Garcia\)](#): School Accountability- California Collaborative for Educational Excellence: Special Education Resource Leads

Ask: *Support appropriation of funds for AB 2121 for the creation of a Resource Lead for Alternative Dispute Resolution (ADR).*

Background: AB 2121 would create a special education resource lead for Dispute Prevention and Alternative Dispute Resolution (ADR). This resource lead would serve as a statewide technical assistance hub to LEAs, families, and advocates in training and support to build the continuum of dispute prevention and resolution. The magic of AB 2121 is that it would require the lead to be a joint effort between educational agencies and family advocacy agencies. The resource lead would provide statewide technical assistance in the areas of family support for students with disabilities and conflict prevention and alternative dispute resolution in special education. This bill is the beginning of creating a lasting dispute prevention and resolution framework for our state.



3. Support: [SB 291 \(Stern\)](#): Advisory Commission on Special Education: pupil advisory council.

Ask: *Support SB 291*

Background: SB 291 would establish an advisory council. This advisory council would be composed of 15 students who are identified as presenting with a disability age 16 to 24, representing various geographic regions of the state. The purpose of this council would be for the commission to receive advice and input from our students with disabilities. The bill would require the council to appoint one of its members to serve as a member of the commission for each calendar year, thereby increasing the number of members to 18.

4. Reject: Educationally Related Mental Health Services (ERMHS) Funding Shift

ASK: *Reject the [Governor's 2022-23 budget proposal](#) to redirect ERMHS funds directly to LEA's.*

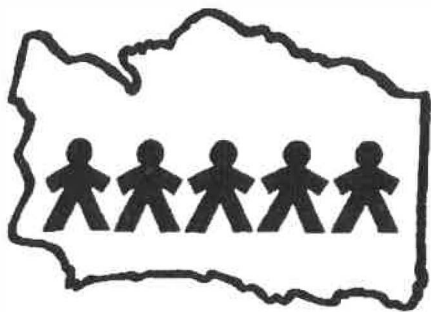
Background: There is a concern about the Governor's proposal to redirect ERMHS funding from SELPAs to local education agencies (LEAs). The proposal would dismantle the existing framework of providing mental health services to students in need and replace it with systems that have yet to be developed. This is a risky proposal at a time when the need for mental health services is heightened because of the COVID-19 pandemic.

5. Support: Special Education Base Rate

ASK: *Support [Governor Newsom's 2022-2023 budget proposal](#) to increase the special education funding formula (AB 602) by \$500 million.*

ASK: *Ensure that no local education agency receives fewer special education dollars in the 2022-2023 fiscal year.*

Background: Support Governor Newsom's proposal to increase the special education funding formula (AB 602) by \$500 million. This increase in the base funding for all SELPAs acknowledges that costs associated with services for students with disabilities are on the rise. This funding addresses adequacy, builds on investments from previous years, and improves the ability of LEAs and SELPAs to continue to serve students with disabilities. Despite this investment, we are concerned that some districts will still receive less funding next year as the one-time COVID-19 special education grant funds are not renewed.



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

April 19, 2022

The Honorable Rosilicie Ochoa Bogh
California State Senate
1021 O Street, Room 7220
Sacramento, California 95814

RE: Support for SB 1113: Removing Barriers to Inclusion in the General Education Classroom

Dear Senator Ochoa Bogh:

I write in support of Senate Bill 1113, which would promote the inclusion of students with disabilities in general education classrooms by addressing and implementing inclusionary practices through an updated state guidebook, mandating training for new administrators, a mandated review for the consideration of inclusionary practices in textbooks, funding technical assistance providers, and a study to determine proper staffing numbers to achieve best practices.

All California students deserve an education worthy of their potential. For too long, this education has been out of reach for many of our students with disabilities. It is unacceptable that our students with disabilities have been found to be performing poorly, particularly in the state priority areas of Least Restrictive Environment, Pupil Achievement and Pupil Engagement. In *Santa Barbara County SELPA* we have witnessed first-hand the benefits of research-based inclusive practices, such as the Co-Teaching Model. It is imperative that all students throughout the state of California be educated with these types of instructional practices. SB 1113 will implement research-based solutions and improve the inclusion and performance of one of our most vulnerable student populations in general education classrooms.

Given these reasons, I am pleased to support SB 1113.

Sincerely,

Ray Avila, Ed.D.
Executive Director
Santa Barbara County SELPA
ravila@sbcselfa.org

Your LCAP & Your SELPA

April 2022
Santa Barbara
County SELPA



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



“The superintendent of the school district shall consult with its special education local plan area administrator or administrators to **determine that specific actions for individuals with exceptional needs are included in the local control and accountability plan or annual update to the local control and accountability plan, and are consistent with strategies included in the annual assurances support plan for the education of individuals with exceptional needs.**”

— *Education Code Section 52062(a)(5)*



Consultation just **makes real** good sense.

- Special education students are general education students first and foremost.
- Over 65% of the total cost of educating students with disabilities comes from the General Fund contribution (i.e. LCFF).
- Most LEAs in Differentiated Assistance are out for their SWD student group.
- Shared activities and vocabulary avoids misunderstanding and duplication of effort.
- Reminds us special education is a service, not a place.



**We are here
to support you**



The Nature of our Consultation

- A SELPA Administrator will work with the SBCEO on how best to support LEA's in the development of their LCAP.
- SELPA staff will utilize a uniform process that includes close review of the inclusion of *students with disabilities* throughout the plan.
- SELPA staff will attend SBCEO professional development and meetings as needed to provide guidance and support in meeting the needs of *students with disabilities*.
- SELPA staff will schedule (if requested) consultation meetings with the LEA LCAP team to review how their LCAP meets the needs of *students with disabilities* as a student group.

Some **sample** questions to consider during **LCAP development**...

Basic Services

How does your LEA ensure that *students with disabilities* have access to:

- a) fully credentialed teachers
- b) standards-aligned instructional materials (e.g. textbook adoption counts, appropriate intervention materials); and
- c) appropriate school facilities that are maintained?



More thoughts to ponder...

State Standards

Describe how general and special educators work together to implement programs and services that enable *students with disabilities* to access the state academic content standards, including the preschool learning foundations and the English Language Development (ELD) standards.

Student Achievement

Describe how you are working to improve academic outcomes, increase college/career readiness, and provide appropriate academic interventions and/or supports for *students with disabilities*.



Even more **sample** questions

Parental Engagement

How have you provided for parent (and student) voice for *students with disabilities* in the development of the LCAP?

How do you encourage parents of *students with disabilities* to become involved in school planning and decision-making?



And finally ...



Student Engagement

In what ways are you supporting student engagement and motivation for school by addressing absenteeism, dropout, and graduation rates, and are there any activities particular to *students with disabilities* ?

School Climate

How does your LEA model practices for building a positive school climate to meet the cognitive, social, emotional, and physical needs of each *students with disabilities* ? Factors include suspension and expulsion rates, and surveys on school safety and connectedness.

Course Access

How does your LEA ensure that all *students with disabilities* receive instruction aligned with the California state content standards and curriculum frameworks as well as any necessary intervention, accommodations, and assistance to meet graduation, college, and career requirements?

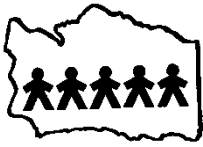
Thank You!

Questions?

ravila@sbcsepa.org

(805)683-1424





Santa Barbara County
Special Education Local Plan Area
Joint Powers Agency

REF: VI-A

22

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY BOARD
MINUTES OF MARCH 7, 2022, REGULAR MEETING
SMJUHSD Career Technical Education Center
1280 Founder Ave., Santa Maria, CA 93455
12:00 p.m.

I. PUBLIC SESSION

A. Call to Order

The regular meeting of the Santa Barbara County Special Education Local Plan Area (SBCSELPA) Joint Powers Agency Board was called to order by Anne Hubbard at 12:01 p.m.

B. Roll Call

Lindsay MacDonald took membership roll call.

Members Present: Holly Edds

Antonio Garcia

Randal Haggard, Vice-Chairperson

Anne Hubbard, Chairperson

Trevor McDonald

Susan Salcido

Members Absent: Amy Alzina, Clerk

Hilda Maldonado

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

Rachel Wigle, SBCSELPA Chief Business Official

Kirsten Escobedo, Asst. Supt. of Special Education, SBCEO

C. Flag Salute

Anne Hubbard led the assembly in the Pledge of Allegiance.

D. Welcome Guests

Anne Hubbard welcomed all guests to the meeting. Specifically, the only guest present was of regular meeting guests Kirsten Escobedo, Assistant Superintendent of SBCEO.

E. Election & Oath of Office for New Board Member Holly Edds (North County Nondirect)

Recommendation: The JPA Board approve Holly Edds as new JPA Board member.

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

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

Vote: 5 – 0 The motion passed with JPA Board Members Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

SBCSELPA JPA BOARD
MINUTES OF MARCH 7, 2022, REGULAR MEETING

F. SBCSELPA Executive Director's Report

Ray Avila highlighted items #3, Proposed Legislation and Communication that Supports Special Education, and #4, State Finance Updates in his review of his report. Ray wanted to bring the Boards attention to SB 1113: Removing Barriers to Inclusion in the General Education Classroom, brought forth by Senator Ochoa. He shared that the State SELPA Association has voted to support this bill as it will bring in approximately \$20 million if approved. Lastly was the State Finance Update that related to an agenda item that would be discussed in greater detail later in the meeting regarding the new proposed Trailer Bill language and the potential impact regarding the allocation of State and Federal Mental Health funding. The Board was satisfied; there were no further questions or comments.

II. PUBLIC COMMENTS

There were no public comments.

III. APPROVAL OF ADDITIONAL EMERGENCY ITEMS

There were no additional emergency items presented.

IV. APPROVAL OF ACTION AGENDA

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

Motion to Approve: Susan Salcido **Second:** Holly Edds

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

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

A. Minutes of February 7, 2022 Regular Meeting

B. Ratification of Payment of Claims: 01-680355 - 01-680369, 01-681245 – 01-68158, 01-682034 – 01-682052.

C. 2021-2022 Nonpublic Agency (NPA) Master Contract Rates

1. 21-22 Individual Service Agreement: Alternative Behavior Strategies, LLC dba ABS Kids

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

1. Exhibit A Rates Sheet: Heritage Schools, Inc.

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

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

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

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

VI. PRESENTATION – No presentation.

SBCSELPA JPA BOARD
MINUTES OF MARCH 7, 2022, REGULAR MEETING

VII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION

A. Certification of Second Period Interim Report for Fiscal Year 2021-22

1. First and Second Interim Comparison
2. Revenue and Expenditure Multi-Year Comparison
3. Multi-Year Projections Assumptions 2021-2022 Second Interim
4. Second Period Interim Report

Recommendation: The JPA Board approve and certify the Second Period Interim Report for the Fiscal Year 2021-2022 as presented.

Motion to Approve: Randal Haggard **Second:** Holly Edds

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

Rachel Wigle, SBCSELPA CBO, reviewed this item and shared that there has not been much of a change. Rachel did note the following items: Fund 10 revenue, Federal grant is higher with an additional \$4 million, and last that the UCSB contract is funded by the districts. The Board was satisfied; there were no questions or comments.

**B. Santa Barbara County Education Office (SBCEO) Regional Program Operator
Request for Regional Occupational Therapy (OT) Expansion for the 2022-23 School Year**

1. SBCEO Request

Recommendation: The JPA Board approve the SBCEO request for expansion of the regional of the regional OT program for the 2022-23 school year as presented.

Motion to Approve: Antonio Garcia **Second:** Holly Edds

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

Ray Avila introduced the item and shared that Kirsten Escobedo was joining to share more details about this request. Kirsten reviewed the request and clarified that this request is to support SYVSEC by allowing them to be part of the regional OT program offered by SBCEO, requiring SBCEO to request additional staffing to cover the expansion. Randal Haggard thanked SBCSELPA and SBCEO for the support in this request. The board was satisfied; there were no questions or comments.

**C. Santa Barbara County Education Office (SBCEO) Regional Program Operator
Request to Relocate Office Space in Lompoc for SBCEO Staff and Service Providers**

1. SBCEO Request

Recommendation: The JPA Board approve the SBCEO regional program request and certify the Second Period Interim Report for the Fiscal Year 2021-2022 as presented.

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

SBCSELPA JPA BOARD
MINUTES OF MARCH 7, 2022, REGULAR MEETING

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

Ray Avila introduced the item and shared that Kirsten Escobedo was joining to share more details about this request. Kirsten reviewed the request sharing that the new space would be ADA compliant and allow for them the adequate space needed for their staff. The board was satisfied; there were no questions or comments.

**D. Santa Barbara County Education Office (SBCEO) Regional Program Operator
Request for Funding of Additional Para for Orcutt Academy Preschool**

1. SBCEO Request

Recommendation: The JPA Board approve the SBCEO regional program request for funding of additional para support for Orcutt Academy Preschool for the 2021-2022 school year as presented.

Motion to Approve: Antonio Garcia **Second:** Holly Edds

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

Ray Avila introduced the item and shared that Kirsten Escobedo was joining to share more details about this request. Kirsten reviewed the request. The board was satisfied; there were no questions or comments.

**E. Santa Barbara County Education Office (SBCEO) Regional Program Operator
Request for Funding for Additional Para for Taylor Preschool**

1. SBCEO Request

Recommendation: The JPA Board approve the SBCEO regional program request for funding of additional para support for Taylor Preschool for the 2021-2022 school year as presented.

Motion to Approve: Holly Edds **Second:** Randal Haggard

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

Ray Avila introduced the item and shared that Kirsten Escobedo was joining to share more details about this request. Kirsten reviewed the request. The board was satisfied; there were no questions or comments.

**F. Resolution 21-22-05 Recognizing a State of Emergency and Authorizing
Teleconferenced Meeting for the Scheduling of a Special Meeting in April 2022**

1. Resolution 21-22-05

Recommendation: The JPA Board approve Resolution 21-22-05 Authorizing the scheduling of a Special Meeting in April 2022 to be held virtually as presented.

SBCSELPA JPA BOARD
MINUTES OF MARCH 7, 2022, REGULAR MEETING

Motion to Approve: Susan Salcido **Second:** Holly Edds

Vote: 6 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Trevor McDonald, and Susan Salcido voting in favor; none opposed.

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

VIII. ITEMS FOR INFORMATION AND DISCUSSION

A. Lompoc Unified School District (LUSD) Notice of Closure or LUSD “GROW” Therapeutic Learning Regional Program (Level II, High School)

1. LUSD Letter of Intent

Ray Avila introduced and reviewed this item, sharing that this request is to collapse 2 high school classrooms into 1 and will have no impact on the continuum of service. Currently these GROW classes are serving their own students and using their own employees. Susan Salcido asked if this type of request had a requirement regarding giving notice of the closure. Ray responded by explaining that typically there is a year and a day notice requirement, if it was to impact students placed there from other districts, however, since these GROW classes are currently only serving LUSD students, and they can re-open a classroom if it became necessary the notice requirement was waived. The Board was satisfied; there were no further questions or comments.

B. 2022-23 Proposed Governor’s Budget Trailer Bill Language – Proposed Mental Health Funding for SB County

Ray Avila introduced this item and explained to the Board that it is a critical topic that he wanted to bring to the Boards attention so that they could work to be proactive in planning for an anticipated possible shift in the disbursement of State and Federal Mental Health Funds. Currently all mental health funds are allocated to the SBCSELPA, however, the new trailer bill language proposes to disburse the funds directly to the LEAs. If this shift was to occur the SBCSELPA thinks it is critical to have a plan in place as to how funding would be addressed and not have to develop a plan after the shift is made. Ray has been working with Rachel Wigle, SBCSELPA CBO, closely to develop a proposed “Plan B” to address this shift in funds disbursement. The proposed plan for 22-23 funding for SBCSELAP mental health programs would be shifted from off-the-top of AB602, in lieu of Mental Health. Ray shared that it is important that we be cognitive of the “small” LEAs. The shift would require language changes to the Local Plan. Ray shared that this topic was discussed at the last SEAM meeting there was not a lot of feedback from the LEAs about what to do. Ray pointed out one major item that he wanted them to be aware of and that is that the SELPA currently sets aside \$1.7 million for NPS placements and so that is something that the districts will have to prepare to budget and factor in, as the LEAs would be responsible for the contracts now, but the SELPA would still assist for the placement. Bring this topic up is to open the conversation about how to plan for the potential shift and to have continued discussions about it ahead of time. The Board was satisfied; there were no questions or comments.

SBCSELPA JPA BOARD
MINUTES OF MARCH 7, 2022, REGULAR MEETING

C. “Lack of Federal Funds Being Dispersed in a Timely Manner” Continued Discussion

Ray Avila introduced this item reminding the Board that this was a continuation of the discussion that they began at the February 2022 meeting. Reminding the Board that SYVSEC had brought this topic up because they rely heavily on Federal funding and the dispersant issue can put them in quite a bind. This is probably an issue for other districts, however, over the past couple of years it has really caused an issue for SYVSEC therefore they are reaching out for additional support. Ray shared a copy of the finalized letter that SBCSELPA and SYVSEC put together with their signatures and supporting signatures from the other Superintendents in Santa Ynez Valley. This letter is the first step in putting more pressure on the government to move the cash flow at a more reasonable pace. The Board was satisfied; there were no additional questions or comments.

D. JPA Board Term Membership Expiration

Ray Avila reviewed with the Board which members 2-year terms were scheduled to end as of June 30, 2022. He reminded the Board that this is the time that he will be reaching out and discussing with each of them if these Board members would like to renew their seats for another 2-year term or if he will need to reach out to the other Superintendents that are eligible to fill those seats on the Board. Ray also thanked Holly Edds for taking over Luke Ontiveros seat on the Board for the remainder of this year and for agreeing to a 2 year term upon the expiration of Luke’s original term in June. The Board was satisfied; there were no questions or comments.

E. Announcement of 3rd Annual SELPA-Bratton Winners

Jennifer Connolly, SBCSELPA Coordinator, announced to the JPA Board the winners of the 3rd annual SELPA-Bratton awards. The Board was satisfied; there were no questions or comments.

F. SBCSELPA Professional Development

Ray Avila introduced this item and then turned it over to Jennifer Connolly, SBCSELPA Coordinator, to provide the Board with some highlights. Jennifer reviewed the professional development offerings calendar for March 2022 and highlighted the upcoming trainings of interest for April 2022. The Board was satisfied; there were no questions or comments.

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

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

H. SBCSELPA Legal Fees Year-to-Date Reserve

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

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

Ray Avila reviewed that in response to questions and comments regarding this chart at the last JPA Board meeting the chart had been revised and updated to offer the information in a more clear and concise manner. The Board was satisfied; there were no further questions or comments.

SBCSELPA JPA BOARD
MINUTES OF MARCH 7, 2022, REGULAR MEETING

IX. **MISCELLANEOUS AGENDA ITEMS**

A. **Items Proposed for Future Action or Discussion**

There were no other requests for future agenda items.

Next Scheduled JPA Board Meeting:

Date: May 2, 2022

Time: 12:00 p.m.

Location: Via Zoom due to COVID-19 & AB 361

X. **PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEM**

There were no public comments.

XI. **CLOSED SESSION:** The JPA Board adjourned to Closed Session at 12:44 p.m.

A. **Confidential Nonpublic School (NPS) Student Updates**

B. **Evaluation of the SBCSELPA Executive Director**

XII. **RECONVENE TO PUBLIC SESSION:** Anne Hubbard called the meeting back into Public Session at 1:00 p.m. The Board took action as appropriate.

A. **REF: XI-B, Evaluation of SBCSELPA Executive Director**

The Board took action; there were no questions or comments.

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

In Favor: 6 **Opposed:** 0 **Abstained:** 0

XIII. **ADJOURNMENT**

The meeting was adjourned at 1:02 p.m.

Anne Hubbard, Chairperson
Santa Barbara County SELPA

Ray Avila, Secretary
Santa Barbara County SELPA

Date

Date



Santa Barbara County
Special Education Local Plan Area
Joint Powers Agency

REF: VI-B

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY BOARD
MINUTES OF APRIL 12, 2022, SPECIAL MEETING
Due to the COVID-19 Crisis this meeting was held via Zoom
12:00 p.m.

***There was no physical location for this meeting due to COVID-19 and pursuant to AB 361.**

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 Randy Haggard at 12:03 p.m. via Zoom (**Meeting ID: 841 1595 6416**).

B. Roll Call

Lindsay MacDonald took membership roll call.

Members Present: Holly Edds

Antonio Garcia

Randal Haggard, Vice-Chairperson

Hilda Maldonado

Susan Salcido

Members Absent: Amy Alzina, Clerk

Anne Hubbard, Chairperson

Trevor McDonald

Others Present: Ray Avila, SBCSELPA Executive Director and Secretary to the Board,
and other SBCSELPA staff:

Lindsay MacDonald, SBCSELPA Office Manager

C. Flag Salute

Randal Haggard led the assembly in the Pledge of Allegiance.

D. Welcome Guests

There were no guests present at the meeting.

II. PUBLIC COMMENTS

There were no public comments.

III. APPROVAL OF ADDITIONAL EMERGENCY ITEMS

There were no additional emergency items presented.

SBCSELPA JPA BOARD
MINUTES OF APRIL 12, 2022 SPECIAL MEETING

IV. **APPROVAL OF ACTION AGENDA**

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

Motion to Approve: Holly Edds **Second:** Amy Alzina

Vote: 5 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

V. **CONSENT AGENDA ITEMS: No Consent Agenda.**

VI. **PRESENTATION: No Presentation.**

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

A. **Resolution 21-22-06 Recognizing a State of Emergency and Authorizing Teleconferenced Meetings for Regular Board Meeting on May 2, 2022**

1. Resolution 21-22-06

Recommendation: The JPA Board approve the Resolution 21-22-06 Authorizing the May 2, 2022 JPA Board Regular Meeting to be held virtually as presented.

Motion to Approve: Holly Edds **Second:** Susan Salcido

Vote: 5 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

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

VIII. **MISCELLANEOUS AGENDA ITEMS**

A. **Items Proposed for Future Action or Discussion**

There were no requests for future agenda items.

B. **Next Scheduled JPA Board Meeting:**

Date: May 2, 2022

Time: 12:00 p.m.

Location: Via Zoom due to COVID-19 & AB 361

IX. **ADJOURNMENT**

The meeting was adjourned at 12:06 p.m.

Randall Haggard, Vice Chairperson
Santa Barbara County SELPA

Ray Avila, Secretary
Santa Barbara County SELPA

Date

Date

Checks Dated 02/16/2022 through 04/22/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-682921	02/22/2022	Barbara Katic	01-5860		3,000.00
01-682922	02/22/2022	Emily Hattouni	01-5860		3,000.00
01-682923	02/22/2022	Emma Pierini	01-5860		3,000.00
01-682924	02/22/2022	Frontier	01-5910		78.93
01-682925	02/22/2022	Goleta Union School District	01-7281		2,721.29
01-682926	02/22/2022	Luisana Suchilt	01-5860		3,000.00
01-682927	02/22/2022	MDB Consulting	01-5850		750.00
01-682928	02/22/2022	Monica Galindo	01-5860		3,000.00
01-682929	02/22/2022	██████████ NPS 2020-21-66	01-5890		550.94
01-682930	02/22/2022	Nicholas Scheel	01-5860		3,000.00
01-682931	02/22/2022	Patterson Associates	01-5600		6,199.00
01-682932	02/22/2022	Provo Canyon School, Inc.	01-5890		8,936.00
01-682933	02/22/2022	Regents of Univ. of CA	01-5100		24,078.14
01-682934	02/22/2022	Santa Maria Jt.union High Dist	01-7281		3,436.50
01-682935	02/22/2022	School Services of California	01-5800		260.00
01-682936	02/22/2022	Stephan Salter	01-5200		1,017.83
01-682937	02/22/2022	U.S. Bank Equipment Finance	01-5860		280.14
01-682938	02/22/2022	Visa	01-5800	250.00	
			01-5860	334.78	584.78
01-683734	03/01/2022	Barbara Katic	01-5200		168.48
01-683735	03/01/2022	Frontier	01-5910		129.19
01-683736	03/01/2022	██████████ NPS 2019-20-61	01-5890		1,026.37
01-683737	03/01/2022	Monica Santana	01-4310		231.67
01-683738	03/01/2022	Robin Kittinger Rumsey	01-5800		1,800.00
01-684650	03/08/2022	Amanda Munoz	01-5200		679.18
01-684651	03/08/2022	██████████ NPS 2021-22-69	01-5890		2,551.31
01-684652	03/08/2022	Clover Educational Cons. Grp.	01-5860		2,250.00
01-684653	03/08/2022	Copper Hills Youth Center	01-5890		11,848.00
01-684654	03/08/2022	Fowler Mediation	01-5800		1,528.20
01-684655	03/08/2022	Frontier	01-5910		301.70
01-684656	03/08/2022	Graciela Vega	01-5200		459.63
01-684657	03/08/2022	Heritage School	01-5890		17,994.00
01-684658	03/08/2022	Jane Harpster	01-4310		194.25
01-684659	03/08/2022	Natalie Facio-Leon	01-5200		403.65
01-684660	03/08/2022	Ray Avila	01-5200		1,277.64
01-684661	03/08/2022	Sage Communications, Inc.	01-5910		483.31
01-684662	03/08/2022	Sparkletts	01-5860		65.40
01-684663	03/08/2022	Staples Credit Plan	01-4300		469.97
01-684664	03/08/2022	Stephan Salter	01-5200		101.20
01-684665	03/08/2022	Stephanie Guertin	01-5200		761.38
01-684666	03/08/2022	Technology Services/OMS	01-5800		1,000.00
01-684667	03/08/2022	X Tech Laser Printing Inc.	01-5860		146.03
01-685704	03/15/2022	ALD Telecom	01-5910		71.85
01-685705	03/15/2022	Big Green Cleaning Company	01-5860		365.00
01-685706	03/15/2022	Chelsea Oftedal	01-4310		300.08
01-685707	03/15/2022	Lava Heights Academy	01-5890		10,402.00

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

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Checks Dated 02/16/2022 through 04/22/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-685708	03/15/2022	Lindsay MacDonald	01-4300	45.34	
			01-5200	90.38	135.72
01-685709	03/15/2022	Orcutt Union School District	01-7281		971.14
01-685710	03/15/2022	Ray Avila	01-5200		1,068.77
01-685711	03/15/2022	Rosy Bucio	01-5200		504.80
01-685712	03/15/2022	Staples Business Credit	01-4310		391.84
01-685713	03/15/2022	Verizon Wireless	01-5910		245.21
01-686656	03/22/2022	Atkinson Andelson Loyo Rudd Ro	01-5830		350.00
01-686657	03/22/2022	Buellton Union School District	01-5830	38,982.69	
			01-7281	29,788.00	68,770.69
01-686658	03/22/2022	CALPERS Supp. Income 457 Plan	01-8699		966.04
01-686659	03/22/2022	CARRIE HICINBOTHOM	01-5200		75.00
01-686660	03/22/2022	Chelsea Oftedal	01-4310		28.98
01-686661	03/22/2022	Cody Jacobs	01-5200		75.00
01-686662	03/22/2022	Frontier	01-5910		97.39
01-686663	03/22/2022	Leticia Leon	01-4310		11.21
01-686664	03/22/2022	Lindsay MacDonald	01-4300		124.30
01-686665	03/22/2022	Lisa Kuhlman	01-4310		92.39
01-686666	03/22/2022	Philbert Pandac	01-5200		75.00
01-686667	03/22/2022	Stanley Convergent Security So	01-5910		276.57
01-686668	03/22/2022	U.S. Bank Equipment Finance	01-5860		259.59
01-686669	03/22/2022	Visa	01-4300	238.86	
			01-5800	1,149.54	
			01-5860	50.00	1,438.40
01-686670	03/22/2022	Yolanda Horton	01-5200		75.00
01-687482	03/29/2022	Alison Lindsey	01-5910		70.00
01-687483	03/29/2022	Amanda Munoz	01-5910		70.00
01-687484	03/29/2022	Barbara Katic	01-5860		3,000.00
01-687485	03/29/2022	Carpinteria Unified District	01-7281		3,482.09
01-687486	03/29/2022	Emily Hattouni	01-5860		3,000.00
01-687487	03/29/2022	Emma Pierini	01-5860		3,000.00
01-687488	03/29/2022	Frontier	01-5910		135.39
01-687489	03/29/2022	Graciela Vega	01-5910		70.00
01-687490	03/29/2022	Jennifer Connolly	01-5200		349.24
01-687491	03/29/2022	Lisa Foote	01-5910		70.00
01-687492	03/29/2022	Lompoc Unified School District	01-7281		597.56
01-687493	03/29/2022	Luisana Suchilt	01-5860		3,000.00
01-687494	03/29/2022	Monica Galindo	01-5860		3,000.00
01-687495	03/29/2022	Nannette Kerley	01-5890		1,008.24
01-687496	03/29/2022	Natalie Facio-Leon	01-5910		70.00
01-687497	03/29/2022	Nicholas Scheel	01-5860		3,000.00
01-687498	03/29/2022	Patterson Associates	01-5600		6,199.00
01-687499	03/29/2022	Philbert Pandac	01-5910		70.00
01-687500	03/29/2022	Ray Avila	01-5200		773.11
01-687501	03/29/2022	Rosy Bucio	01-5910		70.00
01-687502	03/29/2022	Santa Maria-Bonita School Dist	01-7281		8,210.12

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Checks Dated 02/16/2022 through 04/22/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-687503	03/29/2022	Sparkletts	01-5860		66.40
01-687504	03/29/2022	Stephan Salter	01-5910		70.00
01-687505	03/29/2022	Stephanie Guertin	01-5910		70.00
01-688222	04/05/2022	Amanda Munoz	01-5200		895.93
01-688223	04/05/2022	Amy Gillespie	01-5200		121.68
01-688224	04/05/2022	Barbara Katic	01-5200		401.31
01-688225	04/05/2022	Beverly Sherman	01-5800		514.62
01-688226	04/05/2022	County Education Office	01-7282		35,781.87
01-688227	04/05/2022	Frontier	01-5910		297.39
01-688228	04/05/2022	Goleta Union School District	01-5860		23,078.83
01-688229	04/05/2022	Graciela Vega	01-5200		503.10
01-688230	04/05/2022	Jennifer Connolly	01-5200		447.88
01-688231	04/05/2022	Lisa Kuhlman	01-4310		95.73
01-688232	04/05/2022	Natalie Facio-Leon	01-5200		680.94
01-688233	04/05/2022	Ray Avila	01-5200		55.22
01-688234	04/05/2022	School Services of California	01-5800		550.00
01-688235	04/05/2022	Stephan Salter	01-5200		239.26
01-688236	04/05/2022	Stephanie Guertin	01-5200		1,105.59
01-688237	04/05/2022	X Tech Laser Printing Inc.	01-5860		165.99
01-689168	04/12/2022	Big Green Cleaning Company	01-5860		365.00
01-689169	04/12/2022	Carpinteria Unified District	01-5830		10,725.00
01-689170	04/12/2022	Clover Educational Cons. Grp.	01-5860		2,250.00
01-689171	04/12/2022	Copper Hills Youth Center	01-5890		13,584.00
01-689172	04/12/2022	Cpr Computer Services	01-5860		850.00
01-689173	04/12/2022	Eide Bailly LLP	01-5810		4,240.00
01-689174	04/12/2022	Fagen Friedman & Fulfroost LLP	01-5800	1,625.50	
			01-5830	219.00	1,844.50
01-689175	04/12/2022	Frontier	01-5910		21.66
01-689176	04/12/2022	Great America Financial Svcs.	01-5860		160.65
01-689177	04/12/2022	Jane Harpster	01-4310		741.52
01-689178	04/12/2022	Lisa Foote	01-5200		280.80
01-689179	04/12/2022	Mary Beth Coyne	01-4310		452.00
01-689180	04/12/2022	Monica Santana	01-4310		93.42
01-689181	04/12/2022	Ray Avila	01-5200		1,078.76
01-689182	04/12/2022	Sage Communications, Inc.	01-5910		483.31
01-689183	04/12/2022	Stephanie Guertin	01-4300		4.04
01-689184	04/12/2022	Verizon Wireless	01-5910		245.02
01-689185	04/12/2022	Visa	01-4300		7,248.49
01-690150	04/19/2022	ALD Telecom	01-5910		67.35
01-690151	04/19/2022	Alison Lindsey	01-5200		1,120.11
01-690152	04/19/2022	██████████ NPS 2021-22-69	01-5890		913.15
01-690153	04/19/2022	Brian Helt	01-4300		26.00
01-690154	04/19/2022	Frontier	01-5910		74.94
01-690155	04/19/2022	Heritage School	01-5890		31,058.00
01-690156	04/19/2022	Lava Heights Academy	01-5890		4,164.00
01-690157	04/19/2022	Ray Avila	01-5200		42.41

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Checks Dated 02/16/2022 through 04/22/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-690158	04/19/2022	Rusty Gordon	01-5200		1,105.01
01-690159	04/19/2022	Santa Maria-Bonita School Dist	01-7281		727.96
01-690160	04/19/2022	Stanley Convergent Security So	01-5860		70.11
01-690161	04/19/2022	Staples Credit Plan	01-4300		243.21
01-690162	04/19/2022	Stephanie Guertin	01-4300		6.01
01-690163	04/19/2022	U.S. Bank Equipment Finance	01-5860		259.59
Total Number of Checks			138		388,868.59

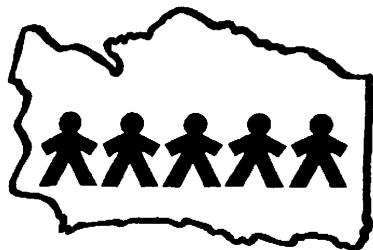
Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	138	388,868.59
	Total Number of Checks	138	388,868.59
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		388,868.59

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

Page 4 of 4



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

Date: May 2, 2022
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: SIRAS Systems Service Contract Renewal for 2022-2024

BACKGROUND:

- The implementation of the program SIRAS began July 1, 2019, transitioning from SEIS to SIRAS.
- A two-year SIRAS Systems Service Contract was developed to address the transition process for the remainder of the 2018-2019 year and the implementation of SIRAS for the 2019-2020 year with bi-annual renewal thereafter.
- The renewal contract will commence 7/1/2022 and terminate by 6/30/2024; thereafter SELPA and SIRAS Systems shall renew the contract bi-annually.

FISCAL IMPACT: This contract will result in annual service fee of \$101,810.00 each year, 2022-23 & 2023-24.

RECOMMENDATION: The JPA Board approve the renewal service contract with SIRAS Systems for 2022-2024 as presented.

RA:lm

Siras Systems, Inc. Contract Overview for: Santa Barbara County SELPA

GOAL:

The goal of Siras Systems (Siras Systems) is to provide the district members of the Santa Barbara County SELPA (SELPA) with an IEP generating a customized database system which will assist special education teachers with management and compliance of their IEP caseload. SIRAS is the name of the database system hosted by Siras Systems. Using CALPADS for Special Ed. Data reporting and SIRAS has integrated the IEP process of SIRAS with allowing LEAs to report their IEP SPED, SSRV, and PSTS data to CALPADS directly thru the CALPADS API. (SPED: Special Ed., SSRV: Service Data, PSTS: Post-Secondary Survey data of recent graduates.) **SIRAS will also assist with reporting DRDP data at the SELPA level to DRACCESS.org**

Siras Systems Program:

This agreement will commence on 7/1/2022 and terminate by 6/30/2024.

Package Includes:

1. The SIRAS program
2. Demographic and contact synching of SIRAS data with the SIS system of each LEA/District in SELPA. As much as the SIS systems can provide Siras Systems with workable data files.
3. Support: e-mail, phone, and remote desktop assistance (when needed) technical support from Siras Systems staff. Additionally, SIRAS Support section includes training video and support documents accessible from the web.

Annual SIRAS Special Ed.-CALPADS Service Package

- Includes MIS Summary interface updates to be compliant with the current year's Special Ed.-CALPADS requirements.
- Includes LEA assistance with reporting their Special Ed. data to the CALPADS system and SELPA assistance with certifying said data in CALPADS.
See '**Special Ed. CALPADS Service**' under Article 3, and '**SIRAS CALPADS Support System & Procedures**' under Exhibit A
- In addition to updating the annual changes to forms, Siras Systems will modify the existing IEP forms for a total 10% or 1 hour (whichever comes first) to accommodate subtle changes to existing forms.
- Technical Support for Special Ed.-CALPADS issues related to reporting SPED, SSRV and PSTS data from SIRAS program to CALPADS.
- Siras Systems will assist SELPA or any LEA with creating reports as needed, keeping in mind if the reports are date sensitive, they must be created in SIRAS as of the date in question and not after the fact. SIRAS does have the ability to create estimates of census data as compiled in CALPADS. However, any official census related reports needed by SELPA or LEAs must be generated based on reports directly from CALPADS or from data extracted from CALPADS snapshots within CALPADS.
- Continued SIRAS Training: Every year, SELPA shall receive 2 (two) SIRAS-CALPADS- Full day administrator seminars contingent upon SELPA securing large enough training facilities with lunch and travel expenses for Siras Staff providing the training. Alternatively, two (2) hour free webinar sessions will be provided to review updates to SPED compliance with CALPADS for both the Fall 1 and EOY 4 reporting periods. The CALPADS workshops can be scheduled around the State CDE Roadshow meetings prior to the Fall 1 and EOY4 reporting census dates.

Agreement for Development & Support of SIRAS Software

This agreement is made between the Santa Barbara County SELPA (SELPA), through its administrative unit and Siras Systems (Siras Systems), an S Corporation proprietorship having its principal place of business at P.O. Box 8418, CA 93118 wherein Siras Systems agrees to provide, and SELPA agrees to accept the services herein. The program name is (SIRAS) designed and created by Siras Systems. In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1: STATUS:

This agreement will commence on 7/1/2022 and terminate by 6/30/2024

Independent Contractor: For the purposes of this AGREEMENT, the words "Siras Systems," "contractor," "consultant", Siras Systems, Inc. shall be interchangeable, and hold the same meaning. Siras Systems shall, during the entire term of this AGREEMENT, be construed to be an "independent contractor", and in no event shall Siras Systems be construed to be employees of the SELPA. Siras Systems shall not assert any position inconsistent with the provisions of this paragraph in any proceeding before any court, board, or tribunal. The provisions of this paragraph may be specifically enforced.

This agreement and the license(s) for the use of software granted under the agreement will automatically roll over and continue in use beyond the termination date for successive one-year periods unless SELPA gives written notice of termination at least 45 days prior to the end of the term in progress. During the successive terms, SELPA shall pay the amount listed in Exhibit B under "Annual SIRAS Service Package" as applicable, as a license fee for the continued use of the licensed software.

Non-Appropriation of Funds

California Constitution, Article XVI, Section 18, encumbers the ability of public entities to incur debt in future fiscal years. If for any fiscal year the Agreement is in effect funds are not appropriated or allocated for future periodic payment under the Agreement, for any reason, the SELPA shall not be obligated to pay the remaining unpaid balance beyond the fiscal year for which funds have been appropriated or allocated and either Siras Systems or the SELPA may cancel or terminate the Agreement.

ARTICLE 2. RESPONSIBILITIES OF CONSULTANT:

- A. Scope: Siras Systems will provide all labor, materials and equipment necessary to design, develop, program, test and implement the SIRAS program for SELPA.
- B. Coordination: In performance of Siras Systems services under this AGREEMENT, Siras Systems agrees that it will maintain such coordination with SELPA as may be requested or desirable to meet the project goals.
- C. Quality of service: Siras Systems is responsible for the professional quality, technical accuracy, timely completion and coordination of the software design, programming, and other services furnished by Siras Systems under this AGREEMENT.
- D. Special Ed. CALPADS data Collection & Reporting: Siras Systems is not responsible but will assist in the collection, compiling, error checking, and sending Special Ed. Student, Service and Post-Secondary Special Ed. data directly to CALPADS for State reporting.

ARTICLE 3. RESPONSIBILITIES OF SELPA:

SELPA shall cooperate with Siras Systems and make available access to forms, facilities as to provide workshops, key personnel such as IT staff, SPED CALPADS staff both at the SELPA and district level. Also, when necessary, access to computer systems and support to insure a smooth implementation of SIRAS and data transfer from district SIS to SIRAS.

SELPA is responsible for designating and making known to Siras Systems a primary SELPA CALPADS contact to certify the Special Ed. data at the SELPA level in CALPADS.

SELPA is responsible for ensuring all LEA (including type 56 Charters and Independently Reporting type 55 Charters) are responsible for designating and making known to Siras Systems a primary District/LEA CALPADS contact to certify the Special Ed. data at the District/LEA level in CALPADS.

If any SELPA or District/LEA contact person retires or moves away, a new person must be designated, and Siras Systems notified by way of emailing support@sirassystems.com details of any key contact personnel change.

In exchange for the services and licenses received under this Agreement, SELPA agrees to pay to Siras Systems the applicable amounts stated on Exhibit B, which is attached and incorporated by reference into this Agreement.

*** Special Ed. CALPADS Service**

A direct to CALPADS bi-annual Special Ed. data submission/certification process is now in place at the LEA/SELPA level. LEAs submit and certify, then SELPA certifies LEA data directly in CALPADS. SIRAS facilitates LEAs the ability to send their Special Ed. directly to CDE thru CALPADS. LEAs are required to self-report and self-approve SPED/SSRV/PSTS data directly to CALPADS. SIRAS is able to receive electronic error/warning reports for LEAs directly from CALPADS as data is pushed by SIRAS to CALPADS thru the CALPADS API. These errors and warnings pulled to SIRAS will be posted directly into SIRAS for ease of distribution to staff involved. Any errors or warnings in SIRAS are strictly for reference only and not directly correlated to any LEA or SELPA level certification status in CALPADS for any given reporting period. Districts and SELPA will need to get final status of record counts, remaining errors/warnings and certification status directly from CALPADS not SIRAS. Siras Systems will assist SELPA and LEAs with resolving all certification errors and warnings to the best of their ability given SIRAS does not have any access to CALPADS. SIRAS archived records resulting from IEP meetings held in SIRAS are not to be considered replacement or backup of certified CALPADS census counts. Ultimately it is SELPA and LEA/Districts responsibility to login to CALPADS for final CALPADS certification procedures and official reports of census periods.

- Each District/LEA is responsible for the complete and accurate data entry of their Special Ed. data into the SIRAS program. Each District/LEA contact is responsible for assisting SIRAS in ensuring all data transferred from SIRAS to CALPADS either thru file transfer by District/LEA staff, electronic API updates directly from SIRAS to CALPADS is determined accurate by verifying file count, error and warning reports in both systems. If any LEA is unsure of how to do this, they should contact Siras Systems for assistance early on and not wait until the certification window is about to close.
- It is intended that District CALPADS staff and contacts will need to review within SIRAS and CALPADS, all posted CALPADS errors. All errors must be accounted for and resolved in CALPADS. All warnings must be reviewed and corrected or verified as correct in CALPADS. Any unknown file counts, errors or warnings or unaccounted for records must be reported to Siras Systems. Errors and warnings in SIRAS may or may not reflect remaining errors or warnings still existing in CALPADS.

- District also needs to notify SELPA of any remaining warnings and communicate any and all 'Other' reasons with SELPA for final approval of the 'Other' reason for any overdue timelines missed. All overdue reasons other than 'Late without cause' must be documented in SIRAS to accompany the remaining warning.
- SELPA and District/LEA contacts are responsible for ensuring complete understanding of all file counts, errors and warnings seen in CALPADS and that they match what is seen in SIRAS. If any contact cannot confirm matches of reports between SIRAS and CALPADS, they must contact Siras Systems immediately, so Siras Systems can assist in resolution with resolution of discrepancy.
- When amendments or data entry corrections are made after IEP or EVAL data has been already submitted to CALPADS prior to any certification period, staff must ensure the updates are also posted to CALPADS in time for certification. Siras will assist Districts with ensuring data can be posted in a timely manner.
- Each District is responsible for ensuring the demographics in SIRAS match the demographics in CALPADS. This can be achieved by working with Siras Systems to accept demographic data feeds from any SIS to be automatically populated into SIRAS via API or file import. It also can be achieved by manually reviewing records in both systems. Siras Systems can help facilitate getting data out of SIRAS for offline comparison in cases where a District does not have the local resources to facilitate electronic synching of their SIS with SIRAS. Siras Systems encourages all LEAs regularly run demographic discrepancy reports if their SIS is not already integrated with SIRAS. See Exhibit D.

ARTICLE 4. MODIFICATION & MODIFICATION AMOUNTS TO PROGRAM:

Modifications: SELPA may request changes to SIRAS not outlined in this agreement (additional forms, program modifications, etc.). If such changes or additions should cause an increase in Siras Systems' cost of doing work under this AGREEMENT, or in the time required for its performance, a mutually agreeable, equitable adjustment shall be made. Siras Systems claims for an equitable adjustment shall be submitted in writing to SELPA and shall include a description of the effect of the change upon SIRAS and the estimated cost and time for Siras Systems to perform the change requested by SELPA. In no event shall Siras Systems be entitled to additional time or cost until and unless both parties agree in writing of the requested change and cost. For more details regarding extra work refer to SIRAS Overview and Exhibit A.

ADDITIONAL DEVELOPMENT:

All form changes will require the approval of the SELPA official.

For work requested which is deemed to be out of the scope outlined within Exhibit A, or if changes to SIRAS are required after approval by SELPA authorized official, After the first hour, Siras Systems shall charge \$180.00 per hour for alterations (i.e. layout, code, structure, displayed messages, etc.) to the SIRAS program. Cost of additional forms range from \$200 to \$4,000 depending on its complexity (1 form = 1 page); average for is about \$500 per page. In the event modifications or new form(s) are required by SELPA, which have not originally been agreed upon, Siras Systems will provide an estimate. Siras Systems will require SELPA to provide Siras Systems in writing requested changes (email acceptable), which will outline the details and cost involved in any SELPA initiated change request. In the event Siras Systems initiates a change to the program (SIRAS) or form, Siras Systems will not charge SELPA. For more details regarding extra work refer to SIRAS Overview and Exhibit A. Siras Systems will, on completion of modifications, invoice SELPA.

SIRAS Workshop Description*

- **SIRAS Beginner's Workshop**
Zoom
 - SIRAS Beginner's Level 1: 3.0 hour; limited to 300 participants
 - SIRAS Beginner's Level 2: 3.0 hour; limited to 300 participants
- **SIRAS Advanced/Refresher Workshop:**
Zoom
3.0 hour; prerequisite use SIRAS for 1 year and/or attended Beginner's workshops; limited to 30 participants when in computer lab,
- **SIRAS Admin/CALPADS - Administrator Workshop:**
Zoom
3.0 hour session; prerequisite, have administrative access to SIRAS; this workshop goes over the CALPADS issues, administrative components of SIRAS and how to manage user accounts.
Limit 25 participants in computer lab required; limit 90 participants via Zoom

**Call Siras Systems for training cost. (Zoom or in-person training available)*

Technical Support:

Siras Systems will provide technical support, only for the SIRAS, and CALPDAS, so long as this agreement is in effect. Technical support will be provided by both e-mail and phone. Calling hours and email for technical support are between 8:00 am through 6:00 pm weekdays, but we monitor email off hours and weekends as well.

Hardware Requirements:

Refer to Exhibit C

ARTICLE 5. OWNERSHIP OF DATA, SOFTWARE AND OTHER DOCUMENTS:

- A. Copies: SELPA may retain a copy of all work for its own use. SELPA's receipt of materials under this agreement should in no way imply transfer of ownership interest in Siras Systems, Alpha code, Beta code, new release code, or documentation whether electronic or printed from Siras Systems to SELPA.
- B. Copying: Whether copying is known or not known by SELPA or districts, Siras Systems will protect its copyright in SIRAS to the fullest extent allowed by law.
- C. Use of SIRAS Program, Copy Rights Agreement: The SOFTWARE PRODUCT is protected by copyright law, international copyright laws, as well as other intellectual property laws. THIS SOFTWARE PRODUCT IS LICENSED, NOT SOLD.

Not for Resale Software. This SOFTWARE PRODUCT or its content is not for sale by any person or company but Siras Systems.

Limitations on Reverse Engineering, Decompilation, and Disassembly. SELPA/DISTRICT may not reverse engineer, decompile, or disassemble this SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. If changes or modifications are required, notify Siras Systems.

Licensed User. Only members of the SELPA (including LRE, associated NPS/NPA, or charter schools who are servicing students for the SELPA s) have the right to use this program. No

other person, agency, or company not affiliated with the SELPA can use SIRAS under this AGREEMENT.

Rental: SELPA/DISTRICT may not rent, lease, or lend this SOFTWARE PRODUCT.

COPYRIGHT. Except as otherwise provided in this agreement. All title and copyrights in and to this SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into this SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Siras Systems. The SOFTWARE PRODUCT is to be treated like any other copyrighted material except that SELPA or its associated districts may install and use the SOFTWARE PRODUCT on any computers owned by SELPA, district, or its employees.

* The Copyright section of this agreement shall be in effect for the duration of this agreement and extend beyond this agreement to the extent allowed by law.

C. Limited Warranty: Siras Systems warrants that SIRAS will perform substantially in accordance with the accompanying written materials during the period that this agreement is in effect from the date of deployment. Any Support Services provided by Siras Systems shall be substantially as described in applicable written materials provided to SELPA by Siras Systems, will make reasonable effort to solve any problem issues. To the extent allowed by applicable law, implied warranties on this SOFTWARE PRODUCT are limited to the period that this agreement is in effect.

D. Limitation of Liability: To the maximum extent permitted by applicable law, in no event shall Siras Systems be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data, or any other pecuniary loss), arising out of the use of or inability to use the software product caused by the failure of the SELPA or district's server/network and not the fault of Siras Systems.

ARTICLE 6. Indemnification:

Each party agrees to defend, hold harmless and indemnify the other party (and the other party's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents and assigns in connection with the performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns or invitees on the other party's premises.

In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage determined by a court of competent jurisdiction to be caused solely by the sole active negligence or by the willful misconduct of the other party, its officers, employees, trustees or agents.

ARTICLE 7. Insurance Requirements:

Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provided that written notice shall be given to the other party at least 45 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. The parties acknowledge that SELPA is permissibly self-insured under California law.

ARTICLE 8. Confidentiality:

Siras Systems shall protect the confidentiality of all matters for which Siras Systems provides service or to which Siras Systems has access under this Agreement, including, but not limited to, any records pertaining to pupils or employees. Siras Systems shall not disclose or discuss the facts of any such matter with any person other than SELPA's authorized representatives without prior written consent of SELPA, a court order, or judicial subpoena. Siras Systems shall notify SELPA superintendent immediately by telephone and facsimile of any subpoena or court order seeking information covered by this Agreement.

ARTICLE 9. Warranty of Non-infringement:

Siras Systems warrants that it is the sole owner of all right, title and interest in the SIRAS software, and that in using the software or any element of it, SELPA will not violate or infringe the patent, copyright, trademark or other personal or property right of any person. Siras Systems agrees to defend, indemnify and hold SELPA and member districts of SELPA from any claim, demand, lawsuit or penalty resulting from the breach of this section.

ARTICLE 10. Termination:

SELPA may terminate this Agreement at the end of each school year, without cause, by notifying Siras Systems in writing, a minimum of 45 days prior to termination.

ARTICLE 11. Standard Provisions:

A. Entire Agreement. This Agreement, including any exhibits or schedules referred to which it refers, constitutes the final, complete and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

E. Parties in Interest. Except as otherwise specifically provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.

J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the Government Code relating to conflict of interest of public officers and employees. Siras Systems represents that it is aware of no financial or economic interest of any officer or employee of Superintendent relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, Superintendent may immediately terminate this Agreement by giving written notice to Siras Systems. Siras Systems shall comply with the terms of Government Code section 87100 and following during the term of this Agreement.

K. Compliance with Law. In the course of performing this Agreement, Siras Systems shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

L. Nondiscrimination. Neither Siras Systems, nor any officer, agent, employee, or subcontractor of Siras Systems shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

ARTICLE 12. COMMUNICATION:

Communication between parties is critical for this project. A SELPA representative shall be established for the purpose of facilitating communications between parties. Communications between the parties to this AGREEMENT may be sent to the following address:

SELPA:

Santa Barbara County SELPA (SELPA)
Ray Avila, SELPA Director
5385 Hollister Ave. Building 7 Box
Santa Barbara, CA 93111

Phone: (805) 683-1424
Email: ravila@sbceo.org

By _____
Ray Avila,
Santa Barbara County SELPA
(Administrative Unit)

CONSULTANT:

Siras Systems
Steve Ormbrek, President
Brian Marcontell, Vice President
P.O. Box 8418
Goleta, CA 93118

Phone: (208) 771-7135
Fax: (805) 729-4040
E-mail: steve@sirassystems.com

By  _____
Steve Ormbrek (President)

ACCEPTED AND AGREED this _____ day of _____, 2022

EXHIBIT A

SCOPE OF WORK

SIRAS Planning Phases

Goal:

The goal of Siras Systems is to provide the district members of the SELPA with an IEP generating a database system which will assist special education staff with management and compliance of their IEP caseload.

English – Spanish Translation:

When customizing forms for the SELPA, the SELPA is required to provide Siras Systems with the final IEP forms in both English and Spanish. Also, if SELPA wants portions of the Spanish form to translate from English into Spanish, selections for the popup menus in both English and Spanish will need to be provided to Siras Systems by SELPA. After the software is complete, all new forms generated by the SIRAS software will need to be approved by a SELPA official before deploying the SIRAS software to the staff.

The SIRAS software does NOT translate open-ended text from English to Spanish, but rather uses a look up function to convert a popup menu selection from provided English phrases to their Spanish counterparts, but on the Spanish form. This translation system provides the user with accurate translations. Because of this translation system, popup menu selections need to be determined during the developmental stage of the software. Content of the popup menus will need to be provided.

SIRAS CALPADS Support System & Procedures:

1. SIRAS will continually update MIS Summary and CALPADS API modules to be compliant with current CALPADS specifications

2. Preparation of data for reporting. Fall 1 (October) and End of Year 4 June CALPADS reporting dates for SPED - BEST PRACTICE SUGGESTIONS

- Each LEA should have at least one staff member subscribing to CALPADS Listserv email updates to ensure they get notified of the latest CALPADS Flash updates related to SPED data. SIRAS will do their best to notify districts as needed.
- We encourage LEA CALPADS Staff to work directly with the Special Ed. Office staff.
- Each LEA shall be sending their CALPADS SPED/SSRV/PSTS data to CALPADS at a minimum monthly while clearing all submission errors and warnings each time.
- District/School SPED CALPADS clerks will want to archive new records to the district immediately upon the student starting services to establish a baseline record for CALPADS that the LEA inherited when the student first transferred. (See [CALPADS Flash 166](#))
- District/School SPED CALPADS clerks should run statistical reports to verify district/school populations, eligibility populations, program setting populations and any other populations under consideration.
- LEAs should regularly run discrepancy reports of demographic data if their District SIS is not already integrated with SIRAS.
- As LEAs send SPED data to CALPADS thru the SIRAS-CALPADS API, this will then auto populate the SIRAS Home page with State CALPADS program errors for review by all staff.
- Any LEAs doing Annual or Triannual IEPs on Private School Students not enrolled at the LEA for follow-up purposes only must ensure they mark the report status of the resultant archived IEP SPED record as 'Do not report'.

3. Reviewing CALPADS SPED data

- LEAs must review submission errors and warnings first in CALPADS, and then the imported errors and warnings in SIRAS can secondarily be used as reference for certifying.
- District/School SPED CALPADS clerks will verify each student with CALPADS errors/warnings by fixing the found errors in SIRAS and re-submitting the corrected data to CALPADS thru the SIRAS-CALPADS API
- LEAs must ensure that all certification errors and warnings are also reviewed directly in CALPADS as this is where the official certification must be done.
- LEAs must work with SELPA to have their SPED data ready for review directly in CALPADS based upon agreed upon timeline between LEA and SELPA to give SELPA enough time to review SPED data and approve for certification in CALPADS in a timely manner prior to the reporting deadline as set by CALPADS each year
- Siras Systems will aid District/Schools as needed in interpreting Compliance/Certification/population reports in CALPADS to ensure final accuracy of data to be submitted for SELPA review.

4. Certification of SELPA/LEA CALPADS data

- LEAs must work with SELPA to have their SPED data 'Approved' and ready for review directly in CALPADS based upon agreed upon timeline between LEA and SELPA to give SELPA enough time to review SPED data and certify it in CALPADS in a timely manner prior to the reporting deadline as set by CALPADS each year
- When SPED data is certification error free in CALPADS, District SPED CALPADS Clerks will notify SELPA their SPED data is ready for review.
- Siras Systems will aid SELPA as needed in interpreting Compliance/Certification/population reports in CALPADS to ensure final accuracy of data sent to CALPADS. Once each District/LEA has 'approved' all data in CALPADS and provided notification to SELPA, SELPA will review and certify all District/LEA certifications as appropriate. Siras Systems will assist SELPA with SELPA certification at CALPADS level.

EXHIBIT B

PRICE AND PAYMENT SCHEDULE**SIRAS program and CALPADS Support:**SIRAS Annual Fee:

\$10 per special ed. student total* (*From the certified EOY4 16.1 report, count all plan types except 300)
 10,181 students (EOY4 2021) X \$10 =\$ 101,810

2 Year Annual SIRAS Service Package Payment Schedule

<u>Period of Service (2022-23)</u>	<u>Payment Due Date</u>	<u>Amount Due</u>
7/1/22	8/1/23	\$101,810
<u>Period of Service (2023-24)</u>	<u>Payment Due Date</u>	<u>Amount Due</u>
7/1/23	8/1/24	\$101,810

Additional Expenses:

Form development cost and/or Trainings:

Contract Period (*this is a two-year contract*)

Starting period: July 1, 2022

Ending period: June 30, 2024

Additional Services (*full estimates will be provided by Siras Systems prior to service*).

- The hourly rate for Siras Systems to perform additional services such as form modifications not agreed upon in this contract is \$220.00 per hour. An estimate will be provided and approved by Siras Systems prior to any changes.

Special Projects:

- SELPA or Districts interested in special projects such as specialized data transfer to other database systems; or other specialized functionality will require separate agreement and could also include an annual maintenance fee which would be outlined in the agreement.

EXHIBIT C**SIRAS PROGRAM COMPUTER & SYSTEM REQUIREMENTS****SIRAS System Requirements****SIRAS suggested best practice**

- Latest updated version of operating system
- Latest updated version of https capable web browser
- Latest updated versions of all print drivers
- At least 1G available system memory
- Broadband internet connection

Requirements to operate the Forms Manager Interface**Windows environments: Windows 8 or 10** (fully updated)

- Recommended: Windows 8 or 10 full version
- Edge, Firefox or Chrome web browser
- We do not recommend Windows 7 OS or Internet Explorer browser as they not supported by Microsoft
- Latest version of Adobe Reader is recommended but not required
- Popup blockers may need to be disabled for sirassystems.org

Mac OS environment: Mac OS X 10.11 + (fully updated)

- Recommended: OSX 10.12+
- Safari, Chrome or Firefox web browser fully updated
- Latest version of Adobe Reader is recommended but not required
- Popup blockers may need to be disabled for sirassystems.org

EXHIBIT D

COMMUNICATING BETWEEN DISTRICT SIS AND SIRAS

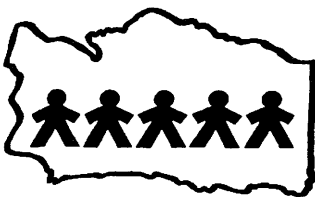
Siras Systems supports a level of connectivity which is included at no cost and uses secure file transfers that are automated nightly. If SIS has API connectivity, SIRAS can pull demographics and contact info from it at no cost.

Only records with valid SSIDs would be matched back and forth between SIRAS and the SIS, as most SIS only update this way based on SSID. For pre-school records without an SSID yet, SIRAS can match incoming data based upon name/dob/student ID but don't count on the SIS to accept data into it from SIRAS without an SSID.

This works well for individual districts and is included with the cost. Any district looking to update their SIS with the CALPADS data in SIRAS can grab nightly Table A/14, and B/15 (student and service data) files off the secure server folder and audit it, and/or import it into their SIS at their convenience. We suggest doing manual imports to start testing, then automating would involve scripting with the SIS on the District's end. We suggest contacting the SIS vendor for help with the import to their software.

Most modern SIS should natively support importing of the CALPADS State Table A/14 and B/15 formats already. If more customized data 'merging' into SIRAS is desired, including data outside the scope of demographic or contact fields, it can be done, but would involve costs of customizing the connection to recognize the new fields. I.e., Health, Medical, accommodations/modifications for CAASPP, etc.

SIRAS Data Table Specifications: contact support@sirassystems.com for current specifications.



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-2022 Nonpublic School (NPS) Individual Service Agreement (ISAs)

BACKGROUND:

- The following ISAs for services provided to NPS students 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>
Copper Hills Youth Center	NPS 2021-22-70	\$35,228.00	04/11/2022 – 06/30/2022
Copper Hills Youth Center	NPS 2019-20-60	\$30,956.00	04/21/2022 – 06/30/2022
Total		\$66,184.00	

FISCAL IMPACT: The contracted cost for these SBCSELPA NPS placements for **2021-2022** is \$66,184.00.

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

RA:lm

2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on April 11, 2022 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 ██████████ **NPS 2021-22-70** ██████████ G Sex: ☐ M ☒ F Grade: 8
(Last) (First) (M.I.)

Address ██████████ Avenue, Apartment ██████████ City Lompoc State/Zip CA 93436

DOB ██████████ Residential Setting: ☒ Home ☐ Foster ☐ LCI # ██████████ ☐ OTHER ██████████

Parent/Guardian ██████████ Phone (805) 294-██████████ (805) 734-7077
(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: \$142

Estimated Number of Days 53 **x Daily Rate** \$142 **= PROJECTED BASIC EDUCATION COSTS** \$7,526

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		53 Days	\$142	53	\$7,526
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	81	\$16,038
Mental Health Services		X		Daily	\$144	81	\$11,664
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \$35,228

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$35,228

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-

Copper Hills Youth
Center

Santa Barbara County
SELPA

(Name of Nonpublic School/Agency)

(Name of
LEA/SELPA)

Kristen Clark
Kristen Clark (Apr 4, 2022 16:21 MDT)

04/04/2022

(Signature)

(Date)

Kristen Clark

Copper hills Youth Center CFO

(Name and Title)

Ray Avila
Ray Avila (Apr 4, 2022 15:09 PDT)

04/04/2022

(Signature)

(Date)

Ray Avila, SELPA Executive Director

(Name of Superintendent or Authorized Designee)

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Travel Training (870)							
Other Transition Services (890)							
Non-Medical Room & Board		X		Daily	\$198	71	\$14,058
Mental Health Services		X		Daily	\$144	71	\$10,224
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$30,956

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$30,956

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-

Copper Hills Youth Center

Santa Barbara County
SELPA

(Name of Nonpublic School/Agency)

(Name of
LEA/SELPA)

Kristen Clark
Kristen Clark (Apr 21, 2022 09:56 MDT)

04/21/2022

Ray Avila
Ray Avila (Apr 20, 2022 16:12 PDT)

04/20/2022

(Signature)

(Date)

(Signature)

(Date)

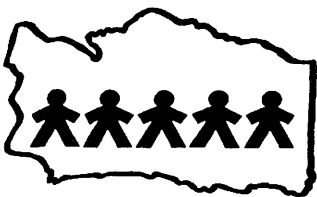
Kristen Clark

CFO

(Name and Title)

Ray Avila, SELPA Executive Director

(Name of Superintendent or Authorized Designee)



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2022-2023 Nonpublic School (NPS) Master Contract & Exhibit A Rates

BACKGROUND:

- The attached 2022-2023 Nonpublic, Nonsectarian School Services Master Contract (**REF: VI-F.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.

FISCAL IMPACT: Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2022-2023 school year and will be funded out of mental health dollars allocated to SBCSELPA NPS placements.

RECOMMENDATION: The JPA Board approve the 2022-2023 NPS Master Contract and corresponding Exhibit A Rate sheet for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2022-2023

 X Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

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2022-2023**CONTRACT NUMBER: 2022-23-##****LOCAL EDUCATION AGENCY:** Santa Barbara County SELPA**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Santa Barbara County SELPA, hereinafter referred to as the local educational agency (“LEA”), and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

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

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

18. SUBCONTRACTING

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

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

Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading

toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure

coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development,

service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in

a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code Section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

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

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

3) Related Services

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

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

EXHIBIT B: 2022-2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

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

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

B. RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

Santa Barbara County SELPA

(Name of LEA/SELPA)

(Signature)

(Date)

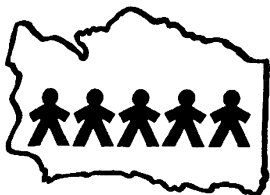
(Signature)

(Date)

(Name and Title)

Dr. Ray Avila, Executive Director

(Name of Superintendent or Authorized Designee)



Santa Barbara County

Special Education Local Plan Area

A Joint Powers Agency

Services Agreement COVID-19 Addendum

This Services Agreement Addendum (the “Addendum”) is made and entered into this **July 1, 2022** by and between Santa Barbara County SELPA (hereinafter referred to as “SBCSELPA”) and _____ (hereinafter referred to as “Contractor.”)

Recitals

- A. SBCSELPA and Contractor entered into a Services Agreement on **[enter Date of original Agreement]** (the Agreement).
- B. By order of the State of California Public Health Officer (the Order) on August 11, 2021, all schools identified in the Order must verify vaccine status of all workers.
- C. The Order applies to the following school facilities: public and private schools serving students in transitional kindergarten through grade 12, inclusive, except that it does not apply to home schools.
- D. “Worker” refers to all paid and unpaid adults serving in the school settings described in Recital C. Workers include, but are not limited to, certificated and classified staff, analogous staff working in private school settings, and volunteers who are on-site at a school campus supporting school functions.
- E. Contractor has been determined to have, or will have, workers in SBCSELPA school settings who are on-site supporting school functions (if applicable.)

NOW THEREFORE, the parties hereto hereby agree to amend the Agreement as follows:

- 1. Contractor shall ensure that workers in school settings who are on-site supporting school functions are either fully vaccinated or tested in accordance with State Public Health Officer Order of August 11, 2021.
 - a. Fully vaccinated means that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be U.S. Food and Drug Administration (FDA) approved or have an emergency use authorization from the FDA.
 - b. Contractor must verify vaccine status of the specified workers.
 - 1) Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:
 - a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided, and date last dose administered); or
 - b) a photo of a Vaccination Record Card as a separate document; or
 - c) documentation of COVID-19 vaccination from a health care provider; or

d) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

- 2) Contractor must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the VCOE.
- 3) Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

c. Testing Requirements:

- 1) Asymptomatic unvaccinated or incompletely vaccinated workers are required to undergo diagnostic screening testing.
- 2) Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing.
 - a) Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the FDA or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services
- 3) Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness.

2. Provider agrees to comply with and observe all provisions of the California Education Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the California Department of Public Health, Santa Barbara County Public Health Department, Governor, State Public Health Officer or other state and local agencies related to schools, and operations of Provider in the providing of Services, including school COVID-19 safety plans adopted by the VCOE. Provider will, at its own cost and expense, review, follow and implement safety and health measures as part of school COVID-19 safety plans, including, but not limited to, vaccinations, COVID-19 testing, social distancing, face coverings, and sanitization.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Santa Barbara County SELPA

Contractor

By:

Signature

Signature

Dr. Ray Avila

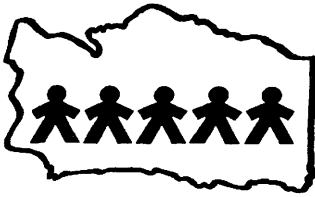
Name

Name

Executive Director

Title

Title



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2022-2023 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates

BACKGROUND:

- The attached 2022-2023 Nonpublic, Nonsectarian Agency Services Master Contract (**REF: VI-G.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.
- The attached Exhibit A Rates sheets (**REF: VI-G.1.a-q**) for the following nonpublic agency (NPA) contractors are attached to the NPA master contract for the 2022-2023 school year and are being presented for JPA Board approval:
 - a. Exhibit A Rates Sheet: Accountable Healthcare Staffing
 - b. Exhibit A Rates Sheet: ATX Learning
 - c. Exhibit A Rates Sheet: Cross Country Education
 - d. Exhibit A Rates Sheet: EdTheory
 - e. Exhibit A Rates Sheet: Goodfellow Occupational Therapy
 - f. Exhibit A Rates Sheet: Inclusive Education & Community Partnership
 - g. Exhibit A Rates Sheet: Kathleen Blake
 - h. Exhibit A Rates Sheet: Maxim Staffing
 - i. Exhibit A Rates Sheet: MP Health
 - j. Exhibit A Rates Sheet: Peer Buddies
 - k. Exhibit A Rates Sheet: Pioneer Healthcare Services LLC
 - l. Exhibit A Rates Sheet: Protocol Agency, Inc.
 - m. Exhibit A Rates Sheet: Stepping Stones Group
 - n. Exhibit A Rates Sheet: Sunbelt Staffing
 - o. Exhibit A Rates Sheet: The Genesis Group, Inc.
 - p. Exhibit A Rates Sheet: Therapy Travelers
 - q. Exhibit A Rates Sheet: TinyEye
- The attached rate sheet for the following nonpublic agency (NPA) contractor is an exhibit to the JPA Board approved NPA Master Contract for the 2021-2022 school year and is being presented for JPA Board approval:
 - a. Exhibit A Rates Sheet: Ro Health LLC

FISCAL IMPACT: Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2022-2023 school year and will be funded out of mental health dollars.

RECOMMENDATION: The JPA Board approve the 2022-2023 Nonpublic, Nonsectarian Agency Services Master Contract and corresponding Exhibit A Rates for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2022-2023

_____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2022-2023**CONTRACT NUMBER: 2022-23-##****LOCAL EDUCATION AGENCY:** Santa Barbara County SELPA**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Santa Barbara County SELPA, hereinafter referred to as the local educational agency ("LEA"), and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

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

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

18. SUBCONTRACTING

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

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

Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading

toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure

coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development,

service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in

a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code Section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

2) Inclusive Education Program

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

3) Related Services

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

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

EXHIBIT B: 2022-2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

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

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

B. RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

Santa Barbara County SELPA

(Name of LEA/SELPA)

(Signature)

(Date)

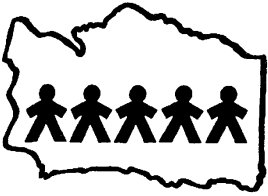
(Signature)

(Date)

(Name and Title)

Dr. Ray Avila, Executive Director

(Name of Superintendent or Authorized Designee)



Santa Barbara County

Special Education Local Plan Area

A Joint Powers Agency

Services Agreement COVID-19 Addendum

This Services Agreement Addendum (the “Addendum”) is made and entered into this **July 1, 2022** by and between Santa Barbara County SELPA (hereinafter referred to as “SBCSELPA”) and _____ (hereinafter referred to as “Contractor.”)

Recitals

- A. SBCSELPA and Contractor entered into a Services Agreement on **[enter Date of original Agreement]** (the Agreement).
- B. By order of the State of California Public Health Officer (the Order) on August 11, 2021, all schools identified in the Order must verify vaccine status of all workers.
- C. The Order applies to the following school facilities: public and private schools serving students in transitional kindergarten through grade 12, inclusive, except that it does not apply to home schools.
- D. “Worker” refers to all paid and unpaid adults serving in the school settings described in Recital C. Workers include, but are not limited to, certificated and classified staff, analogous staff working in private school settings, and volunteers who are on-site at a school campus supporting school functions.
- E. Contractor has been determined to have, or will have, workers in SBCSELPA school settings who are on-site supporting school functions (if applicable.)

NOW THEREFORE, the parties hereto hereby agree to amend the Agreement as follows:

- 1. Contractor shall ensure that workers in school settings who are on-site supporting school functions are either fully vaccinated or tested in accordance with State Public Health Officer Order of August 11, 2021.
 - a. Fully vaccinated means that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be U.S. Food and Drug Administration (FDA) approved or have an emergency use authorization from the FDA.
 - b. Contractor must verify vaccine status of the specified workers.
 - 1) Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:
 - a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided, and date last dose administered); or
 - b) a photo of a Vaccination Record Card as a separate document; or
 - c) documentation of COVID-19 vaccination from a health care provider; or

- d) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.
- 2) Contractor must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the VCOE.
- 3) Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.
- c. Testing Requirements:
 - 1) Asymptomatic unvaccinated or incompletely vaccinated workers are required to undergo diagnostic screening testing.
 - 2) Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing.
 - a) Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the FDA or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services
 - 3) Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness.
- 2. Provider agrees to comply with and observe all provisions of the California Education Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the California Department of Public Health, Santa Barbara County Public Health Department, Governor, State Public Health Officer or other state and local agencies related to schools, and operations of Provider in the providing of Services, including school COVID-19 safety plans adopted by the VCOE. Provider will, at its own cost and expense, review, follow and implement safety and health measures as part of school COVID-19 safety plans, including, but not limited to, vaccinations, COVID-19 testing, social distancing, face coverings, and sanitization.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Santa Barbara County SELPA

Contractor

By: _____
Signature

Signature

Dr. Ray Avila
Name

Name

Executive Director
Title

Title

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Accountable Healthcare StaffingThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Special Education Instruction</u>	<u>\$80-\$85</u>	<u>Hourly</u>
<u>Paraprofessional</u>	<u>\$40-\$45</u>	<u>Hourly</u>
<u>Behavior Intervention (BII)</u>	<u>\$45-\$60</u>	<u>Hourly</u>
<u>Language and Speech (415)</u>	<u>\$65-\$95</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$30-\$95</u>	<u>Hourly</u>
<u>Orientation and Mobility Instruction (OMS)</u>	<u>\$85-\$90</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$65-\$95</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	<u>\$65-\$90</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	<u>\$80-\$85</u>	<u>Hourly</u>
<u>Psychological Services (530)</u>	<u>\$85-\$95</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: ATX LearningThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Speech Language Pathologist</u>	<u>\$90-\$100</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$90-\$100</u>	<u>Hourly</u>
<u>Resource Specialist/Special Ed. Teacher</u>	<u>\$70-\$90</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$85-\$95</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$80-\$90</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$65-\$75</u>	<u>Hourly</u>
<u>School Nurse</u>	<u>\$65-\$75</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Cross Country EducationThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Speech Language Pathologist (Monolingual)</u>	<u>\$95-\$115</u>	<u>Hourly</u>
<u>Speech Language Pathologist (Bilingual)</u>	<u>\$105-\$130</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant (Monolingual)</u>	<u>\$67-\$70</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant (Bilingual)</u>	<u>\$75-\$79</u>	<u>Hourly</u>
<u>Occupational Therapists</u>	<u>\$85-\$95</u>	<u>Hourly</u>
<u>Certified Occupational Therapist Assistant</u>	<u>\$67-\$75</u>	<u>Hourly</u>
<u>Physical Therapists</u>	<u>\$95-\$115</u>	<u>Hourly</u>
<u>Physical Therapist Assistants</u>	<u>\$67-\$75</u>	<u>Hourly</u>
<u>Certified Nursing Assistant</u>	<u>\$32.50-\$37</u>	<u>Hourly</u>
<u>Licensed Vocational Nursing</u>	<u>\$55-\$59</u>	<u>Hourly</u>
<u>Registered Nursing</u>	<u>\$75-\$85</u>	<u>Hourly</u>
<u>Certified or Credentialed School Nurse</u>	<u>\$85-\$99</u>	<u>Hourly</u>
<u>School Psychologists</u>	<u>\$95-\$125</u>	<u>Hourly</u>
<u>Adapted Physical Education Teachers</u>	<u>\$85-\$95</u>	<u>Hourly</u>
<u>Behavior Analyst/Consultant</u>	<u>\$95-\$115</u>	<u>Hourly</u>

<u>Guidance Counselors</u>	<u>\$75-\$89</u>	<u>Hourly</u>
<u>Music Therapists</u>	<u>\$95-\$105</u>	<u>Hourly</u>
<u>Orientation/Mobility Specialists</u>	<u>\$95-\$115</u>	<u>Hourly</u>
<u>Reading Specialists</u>	<u>\$95-\$105</u>	<u>Hourly</u>
<u>Sign Language Interpreters</u>	<u>\$75-\$85</u>	<u>Hourly</u>
<u>Social Workers</u>	<u>\$81-\$85</u>	<u>Hourly</u>
<u>Special Education Teachers</u>	<u>\$85-\$95</u>	<u>Hourly</u>
<u>Teachers of the Deaf/Hard of Hearing</u>	<u>\$95-\$115</u>	<u>Hourly</u>
<u>Teachers of the Visually Impaired</u>	<u>\$95-\$115</u>	<u>Hourly</u>
<u>Behavioral Intervention Implementation</u>	<u>\$37-\$47</u>	<u>Hourly</u>
<u>Registered Behavior Technician</u>	<u>\$45-\$55</u>	<u>Hourly</u>
<u>Paraprofessional/SpEd Aide</u>	<u>\$34-\$38</u>	<u>Hourly</u>
<u>Marriage and Family Therapist</u>	<u>\$85-\$95</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: EdTheory, LLC

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

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

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech and Language Pathologist (Monolingual)</u>	<u>\$90</u>	<u>Hourly</u>
<u>Speech and Language Pathologist (Bilingual)</u>	<u>\$92</u>	<u>Hourly</u>
<u>Speech and Language Pathologist Assistant (Monolingual)</u>	<u>\$68</u>	<u>Hourly</u>
<u>Speech and Language Pathologist Assistant (Bilingual)</u>	<u>\$70</u>	<u>Hourly</u>
<u>School Psychologist (Monolingual)</u>	<u>\$100</u>	<u>Hourly</u>
<u>School Psychologist (Bilingual)</u>	<u>\$102</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$90</u>	<u>Hourly</u>
<u>Board Certified Behavior Analyst (BCBA)</u>	<u>\$105</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$90</u>	<u>Hourly</u>
<u>Certified School Nurse/RN</u>	<u>\$90</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist (LMFT)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Instructional Assistant/Aide</u>	<u>\$48</u>	<u>Hourly</u>
<u>Licensed Vocational Nurse (LVN)</u>	<u>\$67</u>	<u>Hourly</u>
<u>Certified Nurse Assistant (CNA)</u>	<u>\$55</u>	<u>Hourly</u>
<u>Registered Behavioral Technician (RBT)</u>	<u>\$67</u>	<u>Hourly</u>

<u>Behavioral Technician (BT)</u>	<u>\$50</u>	<u>Hourly</u>
<u>Mental Health Technician</u>	<u>\$57</u>	<u>Hourly</u>
<u>Associate Marriage and Family Technician (AMFT)</u>	<u>\$59</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Goodfellow Occupational TherapyThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Language and Speech (415)</u>	<u>\$80-\$100</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$68-\$89</u>	<u>Hourly</u>
<u>Health and Nursing: Other Services (436)</u>	<u>\$50-\$89</u>	<u>Hourly</u>
<u>Assistive Technology Services (445)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$80-\$100</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	<u>\$80-\$100</u>	<u>Hourly</u>
<u>Individual Counseling (510)</u>	<u>\$89</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	<u>\$89</u>	<u>Hourly</u>
<u>Parent Counseling (520)</u>	<u>\$89</u>	<u>Hourly</u>
<u>Social Work Services (525)</u>	<u>\$89</u>	<u>Hourly</u>
<u>Psychological Services (530)</u>	<u>\$140</u>	<u>Hourly</u>
<u>Behavior Intervention Services (535)</u>	<u>\$50-\$100</u>	<u>Hourly</u>
<u>Sign Language Interpreter Services (715)</u>	<u>\$75</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$85-\$99</u>	<u>Hourly</u>

<u>Independent Educational Evaluation (IEE)</u>	<u>\$5,500</u>	<u> </u>
<u>Music Therapy (900)</u>	<u>\$78</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Inclusive Education and Community Partnership

The CONTRACTOR CDS NUMBER: N/A

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Consultation, Assessment or Training (BCBA)</u>	<u>\$160</u>	<u>Hourly</u>
<u>Consultation, Supervision or Training (Supervisory)</u>	<u>\$150</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Kathleen Blake

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

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

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Language and Speech Therapy - Individual</u>	<u>\$650</u>	<u>Daily</u>
<u>Language and Speech Therapy – Group of 2</u>	<u>\$650</u>	<u>Daily</u>
<u>Language and Speech Therapy – Group of 3</u>	<u>\$650</u>	<u>Daily</u>
<u>Language and Speech Therapy – Per diem</u>	<u>\$650</u>	<u>Daily</u>
<u>Language and Speech – Consultation Rate</u>	<u>\$650</u>	<u>Daily</u>

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Maxim Healthcare Staffing Services

The CONTRACTOR CDS NUMBER: N/A

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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

(3.1)	a. Educational Counseling – Individual	\$120	Hour
	b. Educational Counseling – Group of _____	\$120	Hour
	c. Counseling – Parent	\$120	Hour
(3.2)	a. Language and Speech Therapy – Individual	\$100- \$120	Hour
	b. Language and Speech Therapy – Group of 2	\$100- \$120	Hour
	c. Language and Speech Therapy – Group of 3	\$100- \$120	Hour
	d. Language and Speech Therapy – Per diem	\$100- \$120	Hour
	e. Language and Speech – Consultation Rate	\$100- \$120	Hour
(3.3)	a. Occupational Therapy – Individual	\$100	Hour
	b. Occupational Therapy – Group of 2	\$100	Hour
	c. Occupational Therapy – Group of 3	\$100	Hour
	d. Occupational Therapy – Group of 4 - 7	\$100	Hour
	e. Occupational Therapy – Consultation Rate	\$100	Hour
(3.4)	Physical Therapy	\$100	Hour
	a. Individual		
	b. Consultation		
(3.5)	a. BCBA	\$120	Hour
	b. Behavior Technician	\$50	Hour
(3.6)	Nursing Services		
	a. District Credentialed RN	\$90-\$100	Hour
	b. BSN District RN	\$80-\$90	Hour
	c. LVN	\$65	Hour
	d. Classroom aide/Para Educator	\$35	Hour

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: MP HealthThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>EVALUATIONS</u>		
<u>Speech Evaluation</u>	<u>\$350</u>	<u>Per Evaluation</u>
<u>Language Evaluation</u>	<u>\$350</u>	<u>Per Evaluation</u>
<u>Speech & Language Evaluation</u>	<u>\$350</u>	<u>Per Evaluation</u>
<u>OT Evaluation</u>	<u>\$650</u>	<u>Per Evaluation</u>
<u>Fine Motor Evaluation</u>	<u>\$350</u>	<u>Per Evaluation</u>
<u>Sensory Evaluation</u>	<u>\$350</u>	<u>Per Evaluation</u>
<u>Feeding Evaluation</u>	<u>\$350</u>	<u>Per Evaluation</u>
<u>PT Evaluation</u>	<u>\$650</u>	<u>Per Evaluation</u>
<u>Screenings (30 minutes)</u>	<u>\$60</u>	<u>30 minutes</u>
<u>Screenings (60 minutes)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Yearly Complete Speech/Language Evaluation (Partial)</u>	<u>\$250</u>	<u>Per Evaluation</u>
<u>Yearly Complete Speech/Lanugage Evaluation (Full)</u>	<u>\$450</u>	<u>Per Evaluation</u>
<u>Yearly Complete OT Evaluation (Partial)</u>	<u>\$250</u>	<u>Per Evaluation</u>
<u>Yearly Complete OT Evaluation (Full)</u>	<u>\$450</u>	<u>Per Evaluation</u>

<u>Speech Language Therapy</u>	<u>\$135</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$135</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	<u>\$85-\$160</u>	<u>Hourly</u>
<u>Consultation (Individual) & Progress Reports</u>	<u>\$100</u>	<u>Hourly</u>
<u>Team Consultation/Team Meetings</u>	<u>\$200</u>	<u>Prorated after 60 min</u>
<u>Social Language Groups</u>	<u>\$100</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Peer BuddiesThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>District Intervention</u>	<u>\$150</u>	<u>Hourly</u>
<u>Student Observation</u>	<u>\$150</u>	<u>Hourly</u>
<u>Staff Training</u>	<u>\$150</u>	<u>Hourly</u>
<u>Collaboration with Providers</u>	<u>\$150</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Pioneer Healthcare Services, LLCThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Speech Language Pathologist</u>	<u>\$77-\$91</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant</u>	<u>\$55-\$67</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$77-\$91</u>	<u>Hourly</u>
<u>Certified Occupational Therapy Assistant</u>	<u>\$55-\$67</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$77-\$91</u>	<u>Hourly</u>
<u>Physical Therapy Assistant</u>	<u>\$55-\$67</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$77-\$91</u>	<u>Hourly</u>
<u>RN/LVN</u>	<u>\$45-\$85</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Protocol Agency, Inc.The CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>SPED Teacher (340)</u>	<u>\$68-\$73</u>	<u>Hourly</u>
<u>Language and Speech (415)</u>	<u>\$86-\$100</u>	<u>Hourly</u>
<u>Speech Pathology Assistant</u>	<u>\$67-\$70</u>	<u>Hourly</u>
<u>School Certified Nursing Assistant (435)</u>	<u>\$38-\$40</u>	<u>Hourly</u>
<u>School License Vocational Nurse</u>	<u>\$48-\$52</u>	<u>Hourly</u>
<u>School Registered Nurse</u>	<u>\$58-\$62</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$85-\$88</u>	<u>Hourly</u>
<u>Occupational Therapy Assistant</u>	<u>\$65-\$70</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	<u>\$85-\$88</u>	<u>Hourly</u>
<u>Physical Therapy Assistant</u>	<u>\$65-\$70</u>	<u>Hourly</u>
<u>Psychological Services (530)</u>	<u>\$90-\$115</u>	<u>Hourly</u>
<u>Clinical Fellowship Year</u>	<u>\$75-\$80</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist</u>	<u>\$75-\$80</u>	<u>Hourly</u>
<u>Behavior Analyst</u>	<u>\$75-\$80</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Stepping Stones GroupThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Speech Language Pathologist (SLP)</u>	<u>\$92-\$98</u>	<u>Hourly</u>
<u>Speech Language Pathology Assistant (SLPA)</u>	<u>\$70</u>	<u>Hourly</u>
<u>Occupational Therapist (OT)</u>	<u>\$90-\$95</u>	<u>Hourly</u>
<u>Occupational Therapy Assistant (COTA)</u>	<u>\$70</u>	<u>Hourly</u>
<u>Physical Therapist (PT)</u>	<u>\$90-\$95</u>	<u>Hourly</u>
<u>Physical Therapy Assistant (PTA)</u>	<u>\$70</u>	<u>Hourly</u>
<u>School Psychologist (Psych)</u>	<u>\$95-\$105</u>	<u>Hourly</u>
<u>School Counselor or LMFT</u>	<u>\$88-\$90</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$75-\$77</u>	<u>Hourly</u>
<u>Special Education Teachers (SpEd)</u>	<u>\$85-\$90</u>	<u>Hourly</u>
<u>Credentialed School Nurse (CSN)</u>	<u>\$85-\$100</u>	<u>Hourly</u>
<u>Registered Nurse (RN)</u>	<u>\$65-\$75</u>	<u>Hourly</u>
<u>Licensed Vocational Nurse/Practical Nurse (LVN/LPN)</u>	<u>\$50-\$60</u>	<u>Hourly</u>
<u>Adapted Physical Education (APE)</u>	<u>\$88-\$90</u>	<u>Hourly</u>
<u>OMS/TVI/DHH</u>	<u>\$90</u>	<u>Hourly</u>

<u>ASL Interpreter</u>	<u>\$68-\$75</u>	<u>Hourly</u>
<u>Paraeducator (Para)</u>	<u>\$38-\$44</u>	<u>Hourly</u>
<u>Behavior Interventionist</u>	<u>\$45-\$50</u>	<u>Hourly</u>
<u>Registered Behavior Technician (RBT)</u>	<u>\$57-\$62</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$100-\$115</u>	<u>Hourly</u>
<u>ABA</u>	<u>\$50-\$55</u>	<u>Hourly</u>
<u>Bilingual Services</u>	<u>Additional \$5</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Sunbelt StaffingThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Hourly</u>
<u>Language and Speech (415)</u>	<u>\$78-\$98</u>	<u>Hourly</u>
<u>SLPA, PTA and/or COTA</u>	<u>\$53-\$75</u>	<u>Hourly</u>
<u>SLP – CFY</u>	<u>\$60-\$85</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$66-\$95</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$43-\$95</u>	<u>Hourly</u>
<u>Orientation Mobility Specialist</u>	<u>\$66-\$95</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$65-\$95</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$78-\$98</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	<u>\$78-\$98</u>	<u>Hourly</u>
<u>Instructional Assistant</u>	<u>\$35-\$55</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	<u>\$60-\$80</u>	<u>Hourly</u>
<u>Social Work Services (525)</u>	<u>\$60-\$80</u>	<u>Hourly</u>
<u>Psychological Services (530)</u>	<u>\$78-\$98</u>	<u>Hourly</u>
<u>Behavior Specialist</u>	<u>\$60-\$80</u>	<u>Hourly</u>

<u>Teacher for the Visually Impaired</u>	<u>\$66-\$95</u>	<u>Hourly</u>
<u>Sign Language Interpreter (715)</u>	<u>\$48-\$75</u>	<u>Hourly</u>
<u>Bilingual/Teletherapy SLP, OT, TVI, TDHH etc.</u>	<u>Add \$5-\$15</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: The Genesis Group, IncThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Audiologist</u>	<u>\$110-\$140</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$88-\$110</u>	<u>Hourly</u>
<u>Occupational Therapy Visit</u>	<u>\$110-\$125</u>	<u>Hourly</u>
<u>Occupational Therapy Assistant</u>	<u>\$63-\$67</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$88-\$110</u>	<u>Hourly</u>
<u>Physical Therapy Visits</u>	<u>\$110-\$125</u>	<u>Hourly</u>
<u>Physical Therapy Assistant</u>	<u>\$63-\$67</u>	<u>Hourly</u>
<u>Psychologist</u>	<u>\$98-\$115</u>	<u>Hourly</u>
<u>School Certified Nursing Assistant</u>	<u>\$45-\$48</u>	<u>Hourly</u>
<u>School License Vocational Nurse</u>	<u>\$55-\$58</u>	<u>Hourly</u>
<u>School Registered Nurse</u>	<u>\$65-\$70</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$70-\$75</u>	<u>Hourly</u>
<u>Speech Language Pathologist</u>	<u>\$88-\$110</u>	<u>Hourly</u>
<u>Speech Language Pathologist Visits</u>	<u>\$127-\$135</u>	<u>Hourly</u>
<u>Speech Pathology Assistant</u>	<u>\$63-\$67</u>	<u>Hourly</u>

<u>Clinical Fellowship Year</u>	<u>\$75-\$80</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$68-\$73</u>	<u>Hourly</u>
<u>School Counselors</u>	<u>\$85-\$90</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist</u>	<u>\$75-\$80</u>	<u>Hourly</u>
<u>Behavior Analyst</u>	<u>\$75-\$85</u>	<u>Hourly</u>
<u>Special Education Tutors</u>	<u>\$30-\$35</u>	<u>Hourly</u>
<u>Bilingual Candidates</u>	<u>\$5 added</u>	<u>Hourly</u>
<u>Candidate Supervision</u>	<u>\$5 added</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Therapy TravelersThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>SLP</u>	<u>\$90-\$115+</u>	<u>Hourly</u>
<u>SLP-CFY</u>	<u>\$85-\$95+</u>	<u>Hourly</u>
<u>SLPA</u>	<u>\$65-\$75+</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$90-\$120+</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$85-\$110+</u>	<u>Hourly</u>
<u>Behavior Interventionalist</u>	<u>\$62-\$72+</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$88-\$110+</u>	<u>Hourly</u>
<u>Counselor</u>	<u>\$85-\$110</u>	<u>Hourly</u>
<u>LMFT</u>	<u>\$85-\$110+</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$88-\$110+</u>	<u>Hourly</u>
<u>COTA</u>	<u>\$65-\$75+</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$88-\$110+</u>	<u>Hourly</u>
<u>PTA</u>	<u>\$65-\$75+</u>	<u>Hourly</u>
<u>RN</u>	<u>\$85-\$115+</u>	<u>Hourly</u>
<u>LPN</u>	<u>\$65-\$75+</u>	<u>Hourly</u>
<u>RBT</u>	<u>\$62-\$72+</u>	<u>Hourly</u>

EXHIBIT A: 2022-2023 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: TinyEYE Therapy ServicesThe CONTRACTOR CDS NUMBER: N/APER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

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>Language/Speech Development and Remediations</u>	<u>\$85-\$95</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$85-\$95</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	<u>\$110-\$130</u>	<u>Hourly</u>
<u>Social Work Services (525)</u>	<u>\$110-\$130</u>	<u>Hourly</u>
<u>Psychological Services (530)</u>	<u>\$130-\$150</u>	<u>Hourly</u>

EXHIBIT A: RATES

CONTRACTOR Ro Health LLC. CONTRACTOR NUMBER 2021-22-53 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.

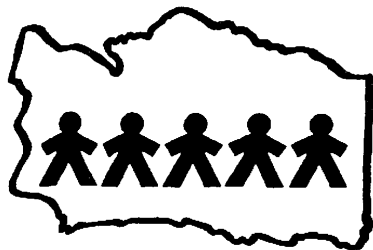
B. Staff Rates

(1) a. Administrative Assistant	\$35.45	Hourly
b. CNA/MA/Health Office Assistant	\$42.00	Hourly
c. LVN	\$60.60	Hourly
d. LVN with Trach/Vent Student	\$62.50	Hourly
e. RN	\$75.97	Hourly
f. Credentialed School RN	\$94.50 - \$120.75	Hourly
g. PT	\$94.50 - \$120.75	Hourly
h. OT	\$94.50 - \$120.75	Hourly
i. SLP	\$100 - \$110	Hourly
j. SLPA	\$55 - \$65	Hourly
k. LCSW/LMFT	\$82.5 - \$97.5	Hourly
l. Paraeducator/ISA	\$35.45	Hourly
m. Behavioral Class Aide	\$37.00	Hourly
n. RBT	\$48.83	Hourly
o. BCBA	\$120.75	Hourly
p. School Psychologist	\$97.34	Hourly

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

**SCIA – Special Circumstance Instructional Assistance

*** By Credentialed Special Education Teacher.



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern 22-23 Match and Services Agreements

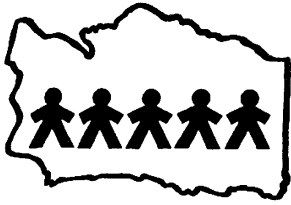
BACKGROUND:

- The JPA Board previously approved that SBCSELPA engage in the SB-PIC program, an approved training program with UCSB for doctoral level school-clinical psychologists.
- There are currently four participants that were a match and selected our program sights for their doctoral training.
- These doctoral candidates will be performing school psychologist services for five of our member LEAs/districts:
 - Santa Barbara Unified School District (SBUSD) – Monica Romero
 - Lompoc Unified School District (LUSD) – Tamara Starling
 - Santa Maria – Bonita School District (SMBSD) – Annisha Susilo
 - Santa Maria Joint Union High School District (SMJUHS) – Anna Whitehouse
 - Santa Barbara County SELPA (SBCSELPA) – Barbara Katic

FISCAL IMPACT: No fiscal impact.

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

RA:lm



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

SERVICES AGREEMENT

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

CONTRACTOR: **Monica Romero**

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, 2022 and June 30, 2023.**

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, 2022 through June 15, 2023.**

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.

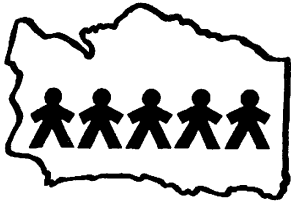
THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2022.

CONTRACTOR

Date

Dr. Ray Avila, SELPA Executive Director

Date



REF: VI-H.2 173

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: **Tamara Starling**

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, 2022 and June 30, 2023.**

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

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C. SERVICES SBCSELPA AGREES TO PERFORM

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

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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.

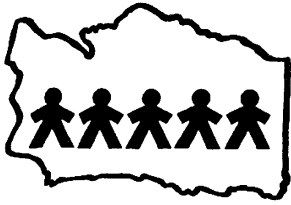
THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2022.

CONTRACTOR

Date

Dr. Ray Avila, SELPA Executive Director

Date



REF: VI-H.3 177

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: Annisha Susilo

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, 2022 and June 30, 2023.

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, 2022 through June 15, 2023.

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.

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6. REMEDIES

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

- a) SBCSELPA may terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA. SBCSELPA shall specify the date of termination in its written notice of termination for default. CONTRACTOR will be paid for services satisfactorily rendered through the date of termination;
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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.

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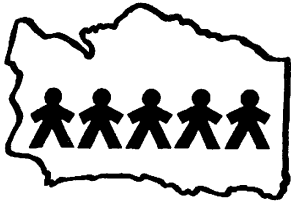
THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2022.

CONTRACTOR

Date

Dr. Ray Avila, SELPA Executive Director

Date



181

REF: VI-H.4

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: Anna Whitehouse

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, 2022 and June 30, 2023.

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

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

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

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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.

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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.

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

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7. TERMINATION FOR CONVENIENCE

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8. WAIVER

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9. NON DISCRIMINATION

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

10. ENTIRE AGREEMENT

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

11. SEVERABILITY

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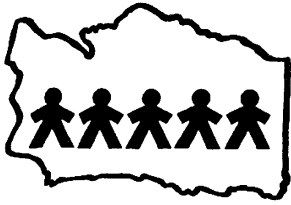
THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2022.

CONTRACTOR

Date

Dr. Ray Avila, SELPA Executive Director

Date



185

REF: VI-H.5

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

SERVICES AGREEMENT

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

CONTRACTOR: **Barbara Katic**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code

hereinafter referred to as the “CONTRACTOR”.

RECITALS

Whereas, the SBCSELPA desires CONTRACTOR to **provide 40 hours per week of school psychologist services, including 4 hours for the purpose of supervision, for a total of 190 days between August 1, 2022 and June 30, 2023.**

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, 2022 through June 30, 2023.**

B. SERVICES CONTRACTOR AGREES TO PERFORM

CONTRACTOR agrees to perform the services described below:

40 hours per week of school psychologist services, including 4 hours for the purpose of supervision, for a total of 190 days

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 fifty thousand dollars (\$50,000).

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 \$5,000 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

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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:

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8. WAIVER

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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.

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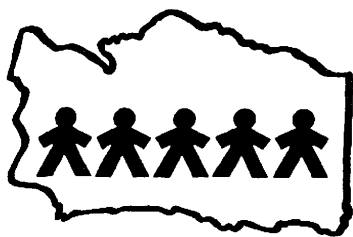
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THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF August, 2022.

_____	_____
CONTRACTOR	Date

_____	_____
Dr. Ray Avila, SELPA Executive Director	Date



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

Date: May 2, 2022
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: 2022-2023 Contracts for the Provision of Audiological Services

BACKGROUND:

- As per our Local Plan, SBCSELPA funds annual audiological check ups, as stated in the IEPs of students who are hard of hearing.
- SBCSELPA contracts with the following local audiological providers for the provision of these services:
 - Audiologic Associates of Santa Barbara
 - Hearing Consultants of California
 - Physician's Hearing Service
 - Raymund J. Llaurodo
- Contracting with more than one audiological provider allows parents flexibility in their choice when seeking audiological services for their child.
- The attached contract (**REF: VI-I.1**) will be submitted to all audiological providers listed above for signature after JPA Board approval of contract.

FISCAL IMPACT: Approval of the contracts will not increase services or costs.

RECOMMENDATION: The JPA Board approve the attached contract for the provision of audiological services as presented and needed for the period of July 1, 2022 through June 30, 2023.

RA:lm

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2022, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and _____ (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and the SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication, for all services performed and expenses incurred to date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

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12. Notices

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PAYMENT PROVISIONS

13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

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CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2021, and terminates on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2022, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Audiologic Associates of Santa Barbara at 215 West Pueblo, Santa Barbara, CA, 93105* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and the SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

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B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

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result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

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If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

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SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2022, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Hearing Consultants of California at 3839 Constellation, Lompoc, CA 93436* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

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SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2022, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Physician's Hearing Service, 116 S. Palisade Drive, Suite 206, Santa Maria, CA 93454* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

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B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2021, and terminates on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2022, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Raymund J. Llaurado, 220 S. Palisade Drive, Suite 102, Santa Maria, CA 93454* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and the SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication, for all services performed and expenses incurred to date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to CONTRACTOR shall be addressed to _____.
_____. The effective date of notice shall be the date of the postmark.

PAYMENT PROVISIONS

13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

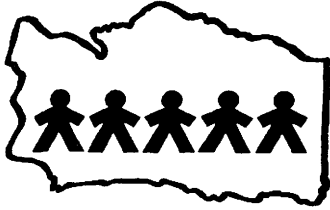
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2021, and terminates on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director



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

Date: May 2, 2022
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator

BACKGROUND:

- Jennifer Connolly has been employed by the SBCSELPA as the Coordinator since July 2018.
- Ms. Connolly assists the Executive Director in providing efficient administration of the SBCSELPA including the management of personnel and program functions.
- Ms. Connolly provides training and support services to the 25 LEAs within the SBCSELPA. Her staff development has been highly rated by district staff and administrators.
- Ms. Connolly has made satisfactory progress towards her professional goals.
- It is recommended that the contract for Jennifer Connolly as SBCSELPA Coordinator be renewed for the 2022-2023 school year.

FISCAL IMPACT: A combination of SBCSELPA AB602 and State and Federal Mental Health dollars will fund \$124,977.00 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Jennifer Connolly as SBCSELPA Coordinator for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Jennifer Connolly Date: May 2, 2022
 Job Title: SELPA Coordinator Contract Year/Term of Employment: 2022-23
 % of Contract: 100% Beginning: July 1, 2022 Ending: June 30, 2023
 Salary Schedule Placement: Step 9 Number of Days: 218
 Eligibility for Health Benefits: Yes Applicable Education Code Classification: 44903.7
 Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you rights required by statute.

As a SBCSELPA Administrator you are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

DUTIES:

The SELPA Coordinator shall report directly to the SELPA Executive Director. The duties of the SELPA Coordinator may include but are not limited to assisting the Executive Director in providing efficient administration of the Special Education Local Plan Area including the management of personnel and program functions of the SBCSELPA Administrative Office.

ANNUAL SERVICE:

The SELPA Coordinator shall be required to render two hundred eighteen days (218) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred twenty-four thousand nine hundred and seventy-seven dollars (\$124,977.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon each subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SBCSELPA Coordinator's salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Coordinator, contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Coordinator will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

The SELPA Coordinator shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Coordinator in the amount of \$300 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Coordinator shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Coordinator for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Coordinator is not to be renewed upon its expiration, the SELPA Coordinator shall be given notice by March 15, 2023 by the SBCSELPA Board.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

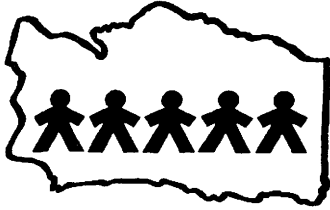
Board Chairperson

Date

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all of the duties of the
SELPA Coordinator for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

Employee

Date



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

Date: May 2, 2022
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC Specialist

BACKGROUND:

- Lisa Foote has been employed by the SBCSELPA as the 1.0 AT/AAC Specialist since September 2020.
- Ms. Foote has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Lisa Foote as the SBCSELPA AT/AAC Specialist be approved for the 2022-2023 school year.

FISCAL IMPACT: SBCSELPA Low Incidence dollars will fund \$117,522.00 for this employee's salary.

RECOMMENDATION: The JPA Board renew the employment contract for Lisa Foote as SBCSELPA AT/AAC Specialist for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: <u>Lisa Foote</u>	Date: <u>May 2, 2022</u>
Hours: <u>40 per week</u>	Contract Year/Term of Employment: <u>2022-23</u>
Job Title: <u>AT/AAC Specialist</u>	Beginning: <u>July 1, 2022</u> Ending: <u>June 30, 2023</u>
Salary: <u>\$117,522 (Step 5)</u>	Applicable Education Code Classification: <u>§45103 (b) 2</u>
% of Contract: <u>100%</u>	Number of Days: <u>195</u>
Eligibility for Health Benefits: <u>Yes</u>	Classification: <u>Classified</u>

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

- ☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.
- ☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.
- ☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 2, 2022

approved the offer of employment for Lisa Foote, SELPA AT/AAC Specialist, for the period of July 1, 2022, through June 30, 2023, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board AT/AAC Specialist shall report directly to the SELPA Coordinator under the supervision of the SELPA Executive Director. The duties of the SELPA AT/AAC Specialist may include but are not limited to: receive and review student referrals from LEA's in SB County for potential AT/AAC eligibility and services, provide assistive technology evaluations and support for children and young adults with disabilities within the Santa Barbara County SELPA; train staff to implement curricular supports; maintain inventory; present workshops on aspects of assistive technology as it relates to curriculum access. All other duties as assigned by the SELPA Executive Director.

ANNUAL SERVICE:

The SELPA AT/AAC Specialist shall be required to render one hundred ninety-five (195) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred seventeen thousand five hundred and twenty-two dollars (\$117,522.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA AT/AAC Specialist salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA AT/AAC Specialist contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA AT/AAC Specialist will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board AT/AAC Specialist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA AT/AAC Specialist in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA AT/AAC Specialist shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA AT/AAC Specialist is not to be renewed upon its expiration, the SELPA AT/AAC Specialist shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2023.

SBCSELPA JPA Board Chairperson

Date

* * * * *

I hereby accept the above Contract and agree to comply with

the terms and conditions thereof and to fulfill all of the duties of the

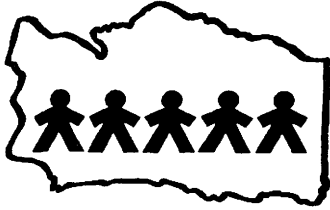
SELPA AT/AAC Specialist for the Santa Barbara County Special

Education Local Plan Area Board during the term specified

in this contract.

Employee

Date



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

Date: May 2, 2022
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist

BACKGROUND:

- Taryn Hurvitz has been employed by the SBCSELPA as the 0.60 Educational Audiologist since November 2017.
- Ms. Hurvitz has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Taryn Hurvitz as SBCSELPA Educational Audiologist be renewed for the 2022-2023 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund this employee's salary and Phd stipend for a total of \$61,435.00 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Taryn Hurvitz Date: May 2, 2022
 Job Title: Audiologist Contract Year/Term of Employment: 2022-23
 % of Contract: 60% Beginning: July 1, 2022 Ending: June 30, 2023
 Salary Schedule Placement: Step 9 + PhD Stipend Number of Days: 117
 Eligibility for Health Benefits: Yes Applicable Education Code Classification: 44903.7
 Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you rights required by statute.

You are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

Non-permanent employees of the SBCSELPA serve school districts and are subject to cancellation or reduction based on member LEA/district needs; and are therefore, subject to the limitations of Education Code §1294.5, and/or 44909, 44910, and 44911. Non-permanent employees serve on annual contracts and may be non-reelected at the end of that contract without regard to the layoff provisions of Education Code § 44955 or 44949. However, your service is also subject to Education Code §44903.7 which may provide you options for continued employment for member districts of the JPA for the SBCSELPA.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

DUTIES:

The Audiologist shall report directly to the SBCSELPA Executive Director. The duties of the Audiologist may include but are not limited to: performing hearing evaluations on preschool children to young adults; assisting students with hearing-impairments through hearing amplification and auditory skills; and communicating with staff regarding auditory skills, issues and methods.

ANNUAL SERVICE:

The SELPA Audiologist shall be required to render one hundred seventeen (117) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be sixty thousand five hundred thirty-five dollars (\$60,535.00) plus nine hundred dollars (\$900) stipend for a PhD, payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Audiologist salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Audiologist, contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Audiologist will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

The SELPA Audiologist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Audiologist in the amount of \$90 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Audiologist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

This is a one-year limited term Intern contract that expires on June 30, 2023.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

Board Chairperson

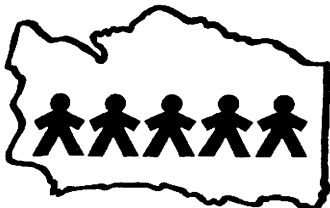
Date

* * * * *

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all of the duties of the
SELPA Audiologist for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

Employee

Date



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst (BCBA)

BACKGROUND:

- Rosy Matos-Bucio has been employed by the SBCSELPA as a 1.0 Board Certified Behavior Analyst since September 2018.
- As a SBCSELPA BCBA, some of Ms. Matos-Bucio's duties include consulting with education programs regarding proactive autism programming and behavioral supports, performing behavioral and functional assessments, assisting instructional personnel in plan implementation, and collaborating with related service providers.
- Ms. Matos-Bucio has made satisfactory progress and is appreciated by the individuals she serves and supports.
- It is recommended that the contract for Rosy Matos-Bucio as a SBCSELPA Board Certified Behavior Analyst be renewed for the 2022-2023 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund this employee's salary of \$106,068 and Phd stipend of \$1,500 for a total of \$107,568.00.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Rosy Matos Bucio, Ph.D.

Date: May 2, 2022

Hours: 40 per week

Contract Year/Term of Employment: 2022-23

Job Title: Board Certified Behavior Analyst (BCBA)

Beginning: July 1, 2022

Ending: June 30, 2023

Salary: \$106,068 (Step 9)

Applicable Education Code Classification: §45103 (b) 2

% of Contract: 100%

Number of Days: 205

Eligibility for Health Benefits: Yes

Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 2, 2022, approved the offer of employment for Rosy Matos Bucio, SELPA Board Certified Behavior Analyst, for the period of July 1, 2022, through June 30, 2023, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board Certified Behavior Analyst shall report directly to the SBCSELPA Coordinator under the supervision of the SBCSELPA Executive Director. The duties of the SELPA Board Certified Behavior Analyst may include but are not limited to: consult within education programs regarding pro-active autism programming and behavioral supports; performing behavioral and functional assessments; assisting instructional personnel in plan implementation; and collaborating with related service providers, general education teachers, families, and other agencies as appropriate, conduct ABA trainings and other appropriate staff development.

ANNUAL SERVICE:

The SELPA Board Certified Behavior Analyst shall be required to render two hundred five (205) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred six thousand and sixty-eight dollars (\$106,068.00) payable in 12 equal installments as provided by the legal statutes of the State of California. The base salary for this position shall also include payment of one thousand five hundred dollars (\$1,500) for a Ph.D. stipend.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Board Certified Behavior Analyst salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Board Certified Behavior Analyst contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Board Certified Behavior Analyst will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board Certified Behavior Analyst shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Board Certified Behavior Analyst in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Board Certified Behavior Analyst shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA Board Certified Behavior Analyst is not to be renewed upon its expiration, the SELPA Board Certified Behavior Analyst shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2023.

SBCSELPA JPA Board Chairperson

Date

I hereby accept the above Contract and agree to comply with

the terms and conditions thereof and to fulfill all of the duties of the

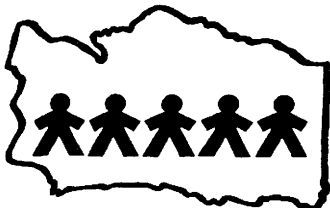
SELPA Board Certified Behavior Analyst for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

Employee

Date



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst (BCBA)

BACKGROUND:

- Philbert Pandac has been employed by the SBCSELPA as a 1.0 SBCSELPA Board Certified Behavior Analyst since July 2018.
- As a SBCSELPA BCBA, some of Mr. Pandac's duties include consulting with education programs regarding proactive autism programming and behavioral supports, performing behavioral and functional assessments, assisting instructional personnel in plan implementation, and collaborating with related service providers.
- Mr. Pandac has made satisfactory progress and is appreciated by the individuals he serves and supports.
- It is recommended that the contract for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst be renewed for the 2022-2023 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund \$96,031.00 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Philbert Pandac as SBCSELPA Board Certified Behavior Analyst for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Philbert PandacDate: May 2, 2022Hours: 40 per weekContract Year/Term of Employment: 2022-23Job Title: Board Certified Behavior Analyst (BCBA) Beginning: July 1, 2022 Ending: June 30, 2023Salary: \$96,031.00 (Step 7)Applicable Education Code Classification: §45103 (b) 2% of Contract: 100%Number of Days: 195Eligibility for Health Benefits: YesClassification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 2, 2022, approved the offer of employment for Phil Pandac, SELPA Board Certified Behavior Analyst,

for the period of July 1, 2022, through June 30, 2023, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board Certified Behavior Analyst shall report directly to the SBCSELPA Coordinator under the supervision of the SBCSELPA Executive Director. The duties of the SELPA Board Certified Behavior Analyst may include but are not limited to: consult within education programs regarding pro-active autism programming and behavioral supports; performing behavioral and functional assessments; assisting instructional personnel in plan implementation; and collaborating with related service providers, general education teachers, families, and other agencies as appropriate, conduct ABA trainings and other appropriate staff development.

ANNUAL SERVICE:

The SELPA Board Certified Behavior Analyst shall be required to render one hundred ninety-five (195) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be ninety-six thousand thirty-one dollars (\$96,031.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Board Certified Behavior Analyst salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Board Certified Behavior Analyst contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Board Certified Behavior Analyst will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board Certified Behavior Analyst shall receive compensation for the operation of his own vehicle in relation to his duties as SELPA Board Certified Behavior Analyst in the amount of \$150 per month for north county mileage and the IRS mileage rate for south county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Board Certified Behavior Analyst shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA Board Certified Behavior Analyst is not to be renewed upon its expiration, the SELPA Board Certified Behavior Analyst shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2023.

SBCSELP JPA Board Chairperson

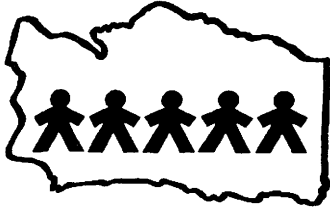
Date _____

* * * * *

I hereby accept the above Contract and agree to comply with the terms and conditions thereof and to fulfill all of the duties of the SELPA Board Certified Behavior Analyst for the Santa Barbara County Special Education Local Plan Area Board during the term specified in this contract.

Employee

Date _____



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Rachel Wigle as SBCSELPA Chief Business Official

BACKGROUND:

- Rachel Wigle has been employed by the SBCSELPA as the Chief Business Official since September 2021.
- Ms. Wigle assists the Executive Director in providing efficient administration of the SBCSELPA including the management of personnel and program functions.
- Ms. Wigle provides financial support services to the 25 LEAs within the SBCSELPA.
- Ms. Wigle has made satisfactory progress towards her professional goals.
- It is recommended that the contract for Rachel Wigle as SBCSELPA Chief Business Official be renewed for the 2022-2023 school year.

FISCAL IMPACT: The AB602 dollars will fund \$137,415.00 for this employee's salary.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Rachel Wigle as SBCSELPA Chief Business Official for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Rachel Wigle Date: May 2, 2022

Job Title: SELPA Chief Business Official Contract Year/Term of Employment: 2022-23

% of Contract: 100% Beginning: July 1, 2022 Ending: June 30, 2023

Salary Schedule Placement: \$137,415 (Step 9) Number of Days: 223

Eligibility for Health Benefits: Yes Applicable Education Code Classification: 45100

Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory 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.

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 Chief Business Official shall report directly to the SELPA Executive Director. The duties of the SELPA Chief Business Official may include but are not limited to assisting the Director in providing efficient administration of the Special Education Local Plan Area including the management of personnel and program functions of the SBCSELPA Administrative Office.

ANNUAL SERVICE:

The SELPA Chief Business Official shall be required to render two hundred twenty-three days (223) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred thirty-seven thousand four hundred and fifteen dollars (\$137,415.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon each subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SBCSELPA Chief Business Official's salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Chief Business Official, contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Chief Business Official will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Chief Business Official shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Chief Business Official for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Chief Business Official is not to be renewed upon its expiration, the SELPA Chief Business Official shall be given notice by March 15, 2023 by the SBCSELPA Board.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

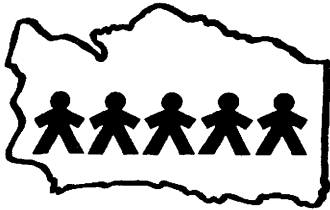
Board Chairperson

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 Chief Business Official for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

Employee

Date



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

BACKGROUND:

- Deborah Umansky has been employed by the SBCSELPA as a .25 Mental Health Specialist Clinical Psychologist Supervisor since August 2016.
- Ms. Umansky has made satisfactory progress and is appreciated for her collaborative efforts.
- SBCSELPA has entered into another annual agreement with UCSB to provide clinical supervision to their Ph. D. level clinical/school psychologist interns and post doc candidates hired by member LEAs/districts to provide school psychology/mental health services.
- It is required that this supervisor be a fully licensed, doctorate level clinical psychologist within the State of California. This person has supervised 4 Ph. D. level interns or post doc candidates.
- This position is a continued line item of the SBCSELPA Mental Health Budget.
- It is recommended that the contract for Deborah Umansky as a SBCSELPA Mental Health Specialist Clinical Psychologist Supervisor be renewed for the 2022-2023 school year.

FISCAL IMPACT: SBCSELPA Federal Mental Health dollars will fund this employee's salary plus the Ph.d stipend for a total of \$26,473.00.

RECOMMENDATION: The JPA Board approve the employment contract renewal for Deborah Umansky as SBCSELPA Mental Health Specialist Clinical Psychologist Supervisor for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Deborah Umansky

Date: May 2, 2022

Job Title: Clinical Psychologist Supervisor Contract Year/Term of Employment: 2022-23

% of Contract: 25%

Beginning: July 1, 2022 Ending: June 30, 2023

Salary Schedule Placement: Step 9 + PhD Stipend Number of Days: 48.75

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 forty-eight point seventy-five days (48.75) of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be twenty-five thousand two hundred and twenty-three dollars (\$25,223.00) 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 two hundred and fifty dollars (\$1,250 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, 2023.

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

Adopted Budget Potential Mental Health "Plan B"

Mental Health (MH) Funding Trailer Bill

- ▶ FY 22-23 ALL Mental Health Funding goes *DIRECTLY to LEAs* (both State and Federal portions)
- ▶ Why is this being proposed?
 - ▶ State MH funds already Unrestricted from Special Education but Restricted to MH
 - ▶ Align to how LCFF money is distributed
 - ▶ Some districts in California may have felt a Lack of Transparency / Understanding as to how funds were used by SELPAs
 - ▶ SBCSELPA has always been transparent as to
 - 1) Budget for Off the Top amounts retained at SELPA
 - ▶ It is detailed in the Funding Model, at Adopted Budget Presentation at JPA Board Meeting, and in Board Approved Budgets
 - 2) Remainder ALREADY being distributed to districts

Mental Health (MH) Funding Trailer Bill

▶ OPPOSES this change

- ▶ Coalition for Adequate Funding for Special Education (CAFSE)
- ▶ State SELPA Association
- ▶ Small School District Association

▶ Why is it Opposed?

- ▶ Abrupt change in funding could severely disrupt delivery of services to the most vulnerable students.
- ▶ Transparency & District input can be achieved by other means
- ▶ Negatively Impact Small Districts - regionally provided MH services will no longer be available including support for NPS Placements

▶ What can districts do to voice opposition?

- ▶ SBCSELPA provided districts a template for an opposition letter.
- ▶ It is an OPTIONAL resource IF a district desired to submit one, not a requirement.
- ▶ Districts who chose to use the template could submit in 3 easy steps:
 1. Put on District Letterhead
 2. Enter District Name
 3. Send Lindsay MacDonald at SBCSELPA (SELPA will mail to Governor Newsom and other legislative parties.)

SBCSELPA Plan "B"

Mental Health (MH) Funding

Opportunity to evaluate current practice AND Prepare for implementation if passed.

Move SELPA "Off the Top" MH Expenses to be funded "Off the Top" AB602 State Special Education Block Funding (Net Increase in Special Education Funding in 22-23)

Maintain current services including:

- ▶ WRAP around services team (currently 5 staff members)
- ▶ Reorganize Support Services - Save \$ - Eliminate 1.0 FTE Position
 - ▶ Mental Health Specialist resigning - vacancy not filled (cost savings)
 - ▶ Reclassify existing Mental Health Specialist position to Mental Health Manager
 - ▶ Supervise/Coordinate WRAP, GROW & CPI Professional Development
- ▶ NPS Support proposed changes
 - ▶ Set aside reduced from \$1.9 million to \$600,000 - (discussed with SEAMBO & Ad Hoc Committee)
 - ▶ Large Districts will be responsible for their own NPS Placements (may consult with SELPA)
 - ▶ Small Districts (5000 ADA or less) will continue to have access to SELPA funded slots

Reorganization is budgeted for both Plan A and Plan B

SELPA Mental Health Budget

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OBJECT DESCRIPTION		ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23	PROPOSED "PLAN B" 2022-23	NOTES
REVENUE						
8182	FEDERAL MH ADA ALLOCATION	\$ 754,120	\$ 754,119	\$ 754,119	\$ -	
8590	STATE MH APPORTIONMENT	\$ 1,946,377	\$ 2,208,095	\$ 1,850,580		Change from MH Funding to AB602
8311	AB602 OFF THE TOP				\$ 1,304,373	
TOTAL REVENUE		\$ 2,700,497	\$ 2,962,214	\$ 2,604,699	\$ 1,304,373	
EXPENDITURES						
2900	MENTAL HEALTH MANAGER	\$ 96,984	\$ 99,894	\$ 115,995	\$ 115,995	Reduced 1.0 FTE;
2900	WRAP COORDINATOR	\$ 83,630	\$ 86,139		\$ -	GROW Support via SB-PIC Post Doc
	CONTINUING SALARIES AND BENEFITS	\$ 169,258	\$ 179,145	\$ 171,918	\$ 171,918	(using \$50,000 SELPA ADR funding,
TOTAL SALARIES/BENEFITS		\$ 349,872	\$ 365,178	\$ 287,913	\$ 287,913	not MH funding)
5890	NPS PLACEMENTS - Fed	\$ 754,120	\$ 500,000	\$ 754,120	\$ -	Reduced NPS
5890	NPS PLACEMENTS - State	\$ 1,155,880	\$ -	\$ 1,155,880	\$ 600,000	
	OTHER CONTINUING 4000s-5000s	\$ 410,560	\$ 382,960	\$ 416,460	\$ 416,460	WRAP Team (increased by 1 member), Mileage/Travel; Phone; Audit; Tech; Office Expenses
TOTAL OTHER DIRECT EXPENSES		\$ 2,329,560	\$ 882,960	\$ 2,326,460	\$ 1,016,460	
TOTAL DIRECT EXPENSES		\$ 2,679,432	\$ 1,248,138	\$ 2,604,699	\$ 1,304,373	
				\$ -		

Only line item details for significant changes are line itemized (highlighted in Green). For a detailed line item budget, refer to the "Mental Health Budget" tab in the Funding Model. The 22-23 budget will also be an informational topic at the May 2, 2022 JPA Board Meeting prior to board approval at the June 6, 2022 JPA Board Meeting.

22-23 Compared to 21-22 with Plan A & Plan B

Combined AB602 & Mental Health Funding

				Plan A	Plan B	22-23		
				Difference	Difference	Plan B-Plan A	Current	"Plan B"
	21-22	Plan A 22-23	Plan B 22-23	22-23 to 21-22	22-23 to 21-22	Difference	NPS Slots	NPS Slots
Lompoc-Org 41	4,441,089	5,459,295	5,633,805	1,018,206	1,192,717	174,510	4	0
Manzanita-Org 74	193,685	238,774	213,539	45,089	19,853	(25,236)	1	1
Orcutt-Org 16	2,338,643	2,882,490	2,976,602	543,847	637,958	94,112	1	1
SM-Bonita-Org 18	7,806,822	9,622,719	10,025,039	1,815,897	2,218,217	402,320	3	0
SM High-Org 32	4,015,936	4,950,830	5,130,073	934,894	1,114,137	179,243	4	0
Carpinteria-Org 42	995,156	1,223,924	1,263,158	228,768	268,002	39,234	2	2
Goleta-Org 10	1,671,667	2,060,825	2,236,213	389,157	564,545	175,388	1	1
Hope-Org 12	428,340	528,056	545,210	99,716	116,870	17,154	1	1
SB Unified-Org 40	6,275,734	7,741,939	8,038,937	1,466,205	1,763,203	296,999	4	0
Santa Barbara Charter-Org 40	130,346	160,690	143,707	30,344	13,361	(16,983)	1	1
Adelante Charter-Org 77	137,640	169,682	151,748	32,042	14,109	(17,933)	1	1
SBCEO - Direct Svc.-Org 61	441,841	525,973	572,910	84,132	131,069	46,937	2	2
Blochman-Org 02	96,215	118,614	122,467	22,399	26,251	3,853	1	1
Family Partnership-Org 76	171,977	212,012	189,605	40,036	17,628	(22,407)	1	1
Santa Ynez Valley Cons.-Org 04	1,331,133	1,664,127	1,719,064	332,994	387,930	54,937	2	2
Guadalupe-Org 11	551,735	685,415	753,290	133,681	201,555	67,874	1	1
SELPA-Org 71	5,731,285	6,375,910	4,905,910	644,624	(825,376)	(1,470,000)		
Infant Excluded		0	0					
		0	0					
	36,759,244	44,621,274	44,621,274	7,862,030	7,862,030	0.00		



Funding Increase

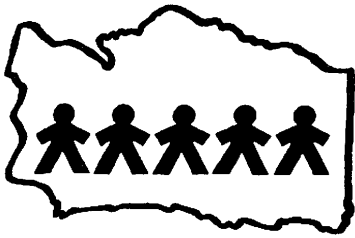
Plan "B" Mental Health Local Plan Changes

LOCAL PLAN CHANGE SUMMARY - MENTAL HEALTH

XI. NONPUBLIC SCHOOL AND AGENCY COSTS		XII. SELPA BUDGET	
CURRENT	PROPOSED	CURRENT	PROPOSED
Funds slots for NPS Placement for all districts.	Only fund NPS Slots for districts with 5000 ADA or less	Removed outdated funding language referencing 1997-98. Removed Mental Health Funding.	Replaced with "An allocation from AB602 sufficient to fund services previously funded through Mental Health Funding."
	Clarifies that Travel and Visits are funded at the same proportion as SELPA pays for the slot.	XVIII. MENTAL HEALTH FUNDING	
In the event that there is a shortfall in NPS Budget to pay for slots, future payments are funded by placing LEA/District of residence. (This language was contradictory to another portion that indicated Once costs exceed the budget that excess costs will be billed back to districts proportionately to total days each district had a student in NPS.)	Removed the former conflicting language and retained the latter, in order to be equitable to all districts.		
Districts who deplete their Mental Health Funding and have financial hardship due to NPS placement may request JPA to review at the end of the school year to determine if there are any shared funding sources to assist the LEA	Removed as there will no longer be Mental Health Funding.		
		Board will adopt a budget to determine how funding will be allocated the following year. Provisions for how the \$ may be spent if allocated directly to districts.	Removed this section. No longer applicable.

22-23 Mental Health Funding





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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County SELPA (SBCSELPA) 2022-2023 Local Plan Annual Budget and Service Plans

BACKGROUND:

- The Education Code requires that each year the SBCSELPA governing board hold a public hearing for (**REF: VIII-A.1**) and adopts the Annual Budget (ABP) and Service Plans (ASP). These plans are to be kept on file at the SBCSELPA office and made available for public review, to include locations of services.
- The Annual Budget Plan and Attachments (**REF: VIII-A.2 & REF: VIII-A.3**) is a report of projected SELPA-wide income and expenditures for special education. The projected revenue data comes from the state's AB602 2021-2022 funding at P-1 with increases based on the Governor's January Budget for the 2022-2023 school year. Federal revenue was based on 2021-2022 grants with the addition estimated increased based on federal appropriations. Projected expenses are obtained from the LEA 2021-2022 SEMB Reports.
- This information does not reflect all special education income since the California Ed Code regulation does not require that the SBCSELPA report income such as transportation. Therefore, this document should not be used as the basis for drawing conclusions regarding the amount of LEA general fund support that will be required to operate special education programs.
- The Annual Service Plan (**REF: VIII-A.4**) contains a list of special education services and their locations that are currently available in the SBCSELPA. This data is generated from CALPADS at the SBCSELPA level.

FISCAL IMPACT: None

RECOMMENDATION: The JPA Board approve the SBCSELPA 2022-2023 Local Plan Annual Budget and Service Plans as presented.

**SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD**

NOTICE OF PUBLIC HEARING

The Santa Barbara County SELPA (SBCSELPA) hereby gives notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

SBCSELPA 2022 – 2023 Annual Budget and Service Plans

Copies of the SBCSELPA 2021-2022 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111.

After the Public Hearing, the SBCSELPA JPA Board will adopt the 2022-2023 Annual Budget and Service Plans for the SBCSELPA.

HEARING DATE: May 2, 2022
TIME: 12:00 p.m.
LOCATION: Via Zoom – Meeting ID 976 4185 7081
Due to COVID-19

For additional information contact: Ray Avila, SELPA Executive Director
Santa Barbara County SELPA
5385 Hollister Avenue, Bldg. 7
Santa Barbara, CA 93111
(805) 683-1424

**SELPA DEL CONDADO DE SANTA BÁRBARA
COMITÉ DE AGENCIA DE PODERES UNIDOS**

NOTICIA DE AUDIENCIA PÚBLICA

SELPA del Condado de Santa Bárbara dá noticia que una Audiencia Pública se llevará a cabo en la siguiente manera:

TEMA DE LA AUDIENCIA:

Plan de Fondos Anual y Plan de Servicio Anual para el 2022-2023 de SELPA del Condado de Santa Bárbara (SBCSELPA)

Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2022-2023 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111

Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2022-2023 para SELPA del Condado de Santa Bárbara

FECHA DE AUDIENCIA: 2 de mayo, 2022
HORA: 12:00 p.m.
LUGAR: Via Zoom – Meeting ID 976 4185 7081
Due to COVID-19

Para información Adicional: Ray Avila, Directora de SELPA
SELPA del Condado de Santa Bárbara
5385 Hollister Avenue, Bldg. 7
Santa Barbara, CA 93111
(805) 683-1424

**SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD**

NOTICE OF PUBLIC HEARING

The Santa Barbara County SELPA (SBCSELPA) hereby gives notice that a Public Hearing will be held as follows:

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Santa Barbara County SELPA
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**SELPA DEL CONDADO DE SANTA BÁRBARA
COMITÉ DE AGENCIA DE PODERES UNIDOS**

**NOTICIA DE AUDIENCIA
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FECHA DE AUDIENCIA: 2 de mayo, 2022

HORA: 12:00 p.m.

LUGAR: Via Zoom – Meeting ID 976 4185 7081
Due to COVID-19

Para información Adicional: Ray Avila, Directora de SELPA
SELPA del Condado de Santa Bárbara
5385 Hollister Avenue, Bldg. 7
Santa Barbara, CA 93111
(805) 683-1424

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Santa Barbara County SELPA

Fiscal Year

2022–23

LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

2022–23 Local Plan Submission

Section D: Annual Budget Plan

SELPA

Santa Barbara County SELPA

Fiscal Year

2022–23

Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Adjustments to any year's apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. California *Education Code (EC)* Section 56048

Pursuant to *EC* Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 1****Special Education Projected Revenue Reporting (Items D-1 to D-3)****D-1. Special Education Revenue by Source**

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	<input type="text" value="39,417,737"/>	50.97%
AB 602 Property Taxes	<input type="text" value="17,073,495"/>	22.08%
Federal IDEA Part B	<input type="text" value="13,554,048"/>	17.53%
Federal IDEA Part C	<input type="text" value="127,331"/>	0.16%
State Infant/Toddler	<input type="text" value="2,002,135"/>	2.59%
State Mental Health	<input type="text" value="4,331,636"/>	5.60%
Federal Mental Health	<input type="text" value="754,119"/>	0.98%
Other Projected Revenue	<input type="text" value="70,520"/>	0.09%
Total Projected Revenue:	77,331,021	100.00%

D-2. "Other Revenue" Source Identification

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to *EC* Section 2572. *EC* Section 56205(b)(1)(B)

D-3. Attachment II: Distribution of Projected Special Education Revenue

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 2****Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)****D-4. Total Projected Budget by Object Code**

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	<input type="text" value="64,963,666"/>	38.32%
Object Code 2000—Classified Salaries	<input type="text" value="35,733,375"/>	21.08%
Object Code 3000—Employee Benefits	<input type="text" value="43,116,543"/>	25.44%
Object Code 4000—Supplies	<input type="text" value="1,680,121"/>	0.99%
Object Code 5000—Services and Operations	<input type="text" value="18,625,614"/>	10.99%
Object Code 6000—Capital Outlay	<input type="text" value="5,828"/>	0.00%
Object Code 7000—Other Outgo and Financing	<input type="text" value="5,384,198"/>	3.18%
Total Projected Expenditures:	169,509,345	100.00%

D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code

Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D-6. Code 7000—Other Outgo and Financing

Include a description for the expenditures identified under object code 7000:

Object Code 7000 includes payment for Regional Program services in various programs across the County as well as payment for services provided by Non-Public schools and Agencies.

Section D: Annual Budget Plan

SELPA Santa Barbara County SELPAFiscal Year 2022–23**TABLE 3****Federal, State, and Local Revenue Summary (Items D-7 to D-8)****D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding**

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding" fields are automatically calculated.

Revenue Source	Amount	Percentage of Total Funding
Projected State Special Education Revenue	62,873,403	37.09%
Projected Federal Revenue	14,457,618	8.53%
Local Contribution	92,178,324	54.38%
Total Revenue from all Sources:	169,509,345	100.00%

D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

D-9. Special Education Local Plan Area Allocation Plan

- a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

I. GUIDING PRINCIPLES

The Long-Term AB 602 Special Education Fiscal Allocation Plan has been designed to address the following objectives:

1. Provide an incentive for operating cost-effective programs for students in public school programs.
2. Provide no incentive for districts to over-identify students for special education.
3. Provide full-funding for regional programs.
4. Ensure that special education funding is distributed proportionately to LEAs.
5. Acknowledge that the AB 602 Funding Allocation Model will not cover the total costs of special education services and districts will need general fund contributions to cover unfunded special education costs.
6. Keep program requirements in mind as well as the Maintenance of Effort requirement in Federal law (Title 20 U.S.C. §1413(a)(2)(C)(i) and Title 34 CFR §300.205) that there are restrictions when an LEA may reduce the level of special education expenditures "from local funds below the level of

Section D: Annual Budget Plan

SELPA Fiscal Year

those expenditures for the preceding fiscal year.”

II. ALLOCATION OF AB 602 INCOME

The total SELPA special education block grant will be received at the SELPA level for distribution to the special education program operators. The JPA Board authorizes the SBCSELPA Administrative Unit to act as the fiscal agent for the SBCSELPA. Funds for SBCSELPA-funded services shall be taken off-the-top prior to distribution of the remainder of the AB 602 block grant. The SBCSELPA follows the allocation model that the State uses and the remaining AB 602 funds is distributed to districts based upon the greater of the prior year or current year certified P-2 ADA. In the event of a declared emergency or approved J-13 waiver, the revised P-2 ADA will be used.

b. ☒ YES ☐ NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

Section D: Annual Budget Plan

SELPA Santa Barbara County SELPAFiscal Year 2022–23**TABLE 4****Special Education Local Plan Area Expenditures (Items D-10 to D-11)****D-10. Regionalized Operations Budget**

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	357,889	5.22%
Object Code 2000—Classified Salaries	723,964	10.55%
Object Code 3000—Employee Benefits	387,434	5.65%
Object Code 4000—Supplies	198,710	2.90%
Object Code 5000—Services and Operations	3,430,007	49.99%
Object Code 6000—Capital Outlay	5,828	0.08%
Object Code 7000—Other Outgo and Financing	1,757,373	25.61%
Total Projected Operating Expenditures:	6,861,205	100.00%

D-11. Object Code 7000 --Other Outgo and Financing Description

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

Object Code includes payment for students in State Residential Schools, Low Incidence Services and equipment for LEAs with students with low incidence needs, transfer of other amounts held at SELPA and distributed to districts on a reimbursement basis for purposes of out of home care, staff development, and legal fees. This excludes the Fund 10 pass-through of SPED Revenues to member LEAs, which are also paid to Object 7000s.

Section D: Annual Budget Plan

SELPA Santa Barbara County SELPAFiscal Year 2022–23**TABLE 5****Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)**

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D-12. Defined Goals for Students with LI Disabilities

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

☐ YES ☒ NO

If "No," describe how the SELPA identifies expenditures for low-incidence disabilities as required by *EC* Section 56205(b)(1)(D)?

Districts propose requested expenditures to SELPA for approval. SELPA grants approval for items that qualify for using low incidence funding. Districts submit invoices to SELPA for reimbursement for purchasing low incidence equipment services and equipment. Some districts use a locally defined field, some are so small that they identify the expense directly, or have departmental tracking.

D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.

4,949,011

D-14. Total Projected Expenditures for Students with LI Disabilities

Enter the total projected expenditures budgeted for students with LI disabilities.

1,502,529

D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Santa Barbara County

Fiscal Year

2022–23

LOCAL PLAN
Attachments
SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education
Special Education Division
2022–23 Local Plan Submission

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Attachment I

SELPA: Fiscal Year: **Attachment I—Local Educational Agency Listing****Participating Local Educational Agency Identification**

Enter the California Department of Education (CDE) issued county/district/school code (CDS) and the full name for each local educational agency (LEA) participating in the Local Plan. The LEA names will automatically populate the remaining attachments. Pursuant to California *Education Code (EC)* sections 56205(a)(12)(D)(iii) and 56195.1(b) and (c). SELPAs with one or more LEAs, or those who join with the county office of education (COE) to submit a Local Plan to the CDE for consideration of approval must include copies of joint powers agreements or contractual agreements, as appropriate.

In the table below, enter the CDE issued CDS code and the official name as listed in the California School Directory <https://www.cde.ca.gov/SchoolDirectory/> for each COE, District, Joint Powers Authority (JPA), and SELPA participating in the Local Plan and receiving a special education funding allocation for services and programs provided to students with disabilities.

To Add or Delete Rows:

To add or delete table rows, select the "plus" or "minus" buttons bellow. Actions taken here will be automatically repeated for each of the tables in Attachments II through VI. Users must manually enter LEA information in Attachment VII.

LEA Membership Changes:

If an LEA was previously reported to the CDE in fiscal year 2021–22 or 2022–23 and there is a change in SELPA membership, **DO NOT DELETE** the entry. Instead, under the "LEA Status" column, select the drop-down menu and choose the applicable status option for the LEA membership change.

SELPA County/District/School Codes

- If a SELPA does not have a CDS code, then the associated fields should be left blank. NOTE: If a CDS code section begins with a "0," the zero will not appear in the user's entry.
- If a SELPA does not have a complete CDS code, then leave the associated district and school code blank.
- If a SELPA is not a charter LEA, then leave the associated charter code blank.

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2022–23

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	1	42	76786	6118202	326	Adelante Charter School	Graciela	Rodriguez	(805) 966-7392	ghrodriguez@sbunified.org	Previously Reported
	2	42	69104	0		Ballard Elementary	Claudia	Echavarria	(805) 688-4222	cechavarria@buelltonusd.org	Previously Reported
	3	42	69112	0		Blochman Union Elementary	Sam	Orozco	(805) 937-1148	sorozco@blochmanusd.org	Previously Reported
	4	42	69138	0		Buellton Union Elementary	Claudia	Echavarria	(805) 688-4222	cechavarria@buelltonusd.org	Previously Reported
	5	42	69146	0		Carpinteria Unified	Karla	Curry	(805) 684-7657	kcurry@cusd.net	Previously Reported
	6	42	69161	0		Cold Spring Elementary	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	7	42	69179	0		College Elementary	Claudia	Echavarria	(805) 688-4222	cechavarria@buelltonusd.org	Previously Reported
	8	42	75010	0		Cuyama Joint Union	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	9	42	69112	111773	763	Family Partnership Charter	Stephanie	Eggert	(805) 348-3333	stephanie.eggert@fpcharter.org	Previously Reported
	10	42	69195	0		Goleta Union Elementary	Margaret	Saleh	(805) 681-1210	msaleh@goleta.k12.ca.us	Previously Reported
	11	42	69203	0		Guadalupe Union Elementary	Nathan	Moreno	(805) 343-2114	nmoreno@gusdbobcats.com	Previously Reported
	12	42	69211	0		Hope Elementary	Jestin	St. Peter	(805) 563-2974	jstpeter@hopeschooldistrict.org	Previously Reported

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2022–23

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	13	42	69229	0		Lompoc Unified	Brian	Jaramillo	(805) 742-3291	jaramillo.brian@luisd.org	Previously Reported
	14	42	69245	0		Los Olivos Elementary	Claudia	Echavarria	(805) 688-4222	cechavarria@bueltonusd.org	Previously Reported
	15	42	92290	0	973	Manzanita Public Charter	Robert	Altavilla	(805) 734-5600	altavillar@verizon.net	Previously Reported
	16	42	69252	0		Montecito Union Elementary	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	17	42	69260	0		Orcutt Union Elementary	Rusty	Gordon	(805) 938-8960	KGordon@orcutt-schools.net	Previously Reported
	18	42	76786	111603	20	Santa Barbara Charter School	Stacy	Tolkin	(805) 967-6522	stacysbcs@gmail.com	Previously Reported
	19	42	76786	0		Santa Barbara Unified	John	Schettler	(805) 963-4331	jschettler@sbunified.org	Previously Reported
	20	42	69310	0		Santa Maria Joint Union High	Frances	Evans	(805) 922-4573	fevans@smjuhsd.net	Previously Reported
	21	42	69120	0		Santa Maria-Bonita	Erik	Thompson	(805) 361-8180	ethompson@smbsd.net	Previously Reported
	22	42	69328	0		Santa Ynez Valley Union High	Claudia	Echavarria	(805) 688-4222	cechavarria@bueltonusd.org	Previously Reported
	23	42	69336	0		Solvang Elementary	Claudia	Echavarria	(805) 688-4222	cechavarria@bueltonusd.org	Previously Reported
	24	42	69344	0		Vista Del Mar Union	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2022–23

	25	42	10421	0		Santa Barbara County Education Office (SELPA included in data)	Kirsten	Escbedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	26										

Attachment II

SELPA: Fiscal Year:

Each SELPA must adhere to requirements for developing and reporting special education budget revenue and expenditures. The following excerpt is taken from California School Accounting Manual (CSAM): Procedure 755 Special Education on page 755-1 and included to assist the SELPA with completing Section D: Annual Budget Plan information for each LEA participating in the SELPA's Local Plan.

Special education budgets are complex and are of great interest to the public, both locally and statewide. *EC* Section 56205(b)(1) requires that a special education budget shall identify particular elements. Identification of the following elements is facilitated by the standardized account code structure (SACS):

1. Apportionment received by the LEA in accordance with the allocation plan adopted by the SELPA. (The apportionment is tracked in SACS in the resource field in combination with the revenue code in the object field.)
2. Administrative costs of the plan. (These costs are tracked in the function field.)
3. Costs of special education services to pupils with severe disabilities and low-incidence disabilities. (This population is identified by the goal field.)
4. Costs of special education services to pupils with nonsevere disabilities. (This population is identified by the goal field.)
5. Costs of supplemental aids and services provided to meet the individual needs of pupils placed in regular education classrooms and environments. (Costs of these aids and services are tracked in the function field.)
6. Costs of regionalized operations and services and direct instructional support by program specialists in accordance with Part 30, Chapter 7.2, Article 6, of the California *EC*, Program Specialists and Administration of Regionalized Operations and Services. (These costs are tracked in the goal field for regionalized operations and in the function field for instructional services.)
7. Use of property taxes allocated to the SELPA pursuant to *EC* Section 2572. (Property taxes allocated to the SELPA are tracked in the resource field and identified by a revenue code in the object field.)

Attachment II

SELPA: Fiscal Year: **Attachment II—Projected Special Education Revenue by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue funding sources allowed by the Individuals with Disabilities Education Act (IDEA). Information included in this table must be consistent with revenues identified in Section D, Table 1. NOTE: For fiscal year 2022–23, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 1.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
1	Adelante Charter School	157,648	76,831	0	51,831	0	10,204	0	0	296,514
2	Ballard Elementary	0	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	110,202	52,928	0	36,232	0	7,133	0	0	206,495
4	Buellton Union Elementary	1,531,868	730,746	0	574,501	0	98,131	0	0	2,935,246
5	Carpinteria Unified	1,137,888	541,230	0	433,483	0	72,630	0	0	2,185,231
6	Cold Spring Elementary	0	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0	0
8	Cuyama Joint Union	0	0	0	0	0	0	0	0	0

Attachment II

SELPA: Santa Barbara County

Fiscal Year: 2022–23

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
9	Family Partnership Charter	196,976	95,612	0	64,762	0	12,749	0	0	370,099
10	Goleta Union Elementary	1,914,671	923,676	0	830,654	0	123,929	0	0	3,792,929
11	Guadalupe Union Elementary	677,753	326,104	0	277,949	0	43,868	0	0	1,325,675
12	Hope Elementary	490,606	237,322	0	212,843	0	31,755	0	0	972,526
13	Lompoc Unified	5,076,252	2,407,363	0	1,925,453	0	323,054	0	0	9,732,122
14	Los Olivos Elementary	0	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	221,840	107,563	0	72,936	0	14,359	0	0	416,699
16	Montecito Union Elementary	0	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	2,678,216	1,290,756	0	1,057,496	0	173,146	0	0	5,199,615
18	Santa Barbara Charter School							0	0	0

Attachment II

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
19	Santa Barbara Unified	7,383,121	3,559,823	0	2,640,855	0	477,880	0	0	14,061,679
20	Santa Maria Joint Union High	4,599,716	2,217,847	0	1,512,290	0	297,721	0	0	8,627,575
21	Santa Maria-Bonita	9,025,328	4,319,593	0	3,685,848	0	579,958	0	0	17,610,728
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0	0
24	Vista Del Mar Union	0	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	4,215,650	186,101	127,331	176,915	2,002,135	2,065,117	754,119	70,520	9,597,888
26		0	0	0	0	0	0	0	0	0
Totals:		39,417,737	17,073,495	127,331	13,554,048	2,002,135	4,331,636	754,119	70,520	77,331,020

Attachment III

SELPA: Fiscal Year: **Attachment III—Projected Expenditures by Object Code by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education expenditures by LEA and object code as allowed by the IDEA. Information included in this table must be consistent with expenditures identified in Section D, Tables 2 . NOTE: For fiscal year 2022–23, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 2.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
1	Adelante Charter School	154,901	110,269	82,386	0	110,000	0	0	457,556
2	Ballard Elementary	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	135,231	25,889	40,740	6,512	2,125	0	0	210,497
4	Buellton Union Elementary	2,768,026	1,669,642	1,822,529	52,907	859,400	0	0	7,172,504
5	Carpinteria Unified	2,457,978	1,464,173	2,076,797	76,036	341,891	0	0	6,416,875
6	Cold Spring Elementary	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0
8	Cuyama Joint Union	0	0	0	0	0	0	0	0
9	Family Partnership Charter	247,641	0	33,257	4,069	71,165	0	0	356,132

Attachment III

SELPA: Santa Barbara CountyFiscal Year: 2022–23

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
10	Goleta Union Elementary	3,699,907	3,704,670	3,162,291	87,142	234,042	0	0	10,888,052
11	Guadalupe Union Elementary	894,678	447,640	539,464	38,745	677,348	0	0	2,597,875
12	Hope Elementary	1,078,855	541,173	537,472	22,474	200,137	0	7,000	2,387,110
13	Lompoc Unified	7,772,963	3,417,327	5,043,892	119,348	1,364,287	0	0	17,717,818
14	Los Olivos Elementary	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	352,579	101,121	80,060	6,000	19,500	0		559,260
16	Montecito Union Elementary	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	2,717,082	1,720,153	1,719,205	68,719	1,589,830	0	0	7,814,989
18	Santa Barbara Charter School	0	0	0	0	0	0	0	0
19	Santa Barbara Unified	14,515,526	8,538,593	7,722,567	350,031	5,562,840	0	169,341	36,858,898
20	Santa Maria Joint Union High	6,208,018	3,938,314	4,118,192	154,337	824,263	0	637,404	15,880,527

Attachment III

SELPA: Santa Barbara County

Fiscal Year: 2022–23

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
21	Santa Maria-Bonita	11,830,098	4,373,646	7,642,713	287,999	2,540,772	0	886,213	27,561,441
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0
24	Vista Del Mar Union	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	10,130,184	5,680,764	8,494,979	405,803	4,228,014	5,828	3,684,240	32,629,812
26		0	0	0	0	0	0	0	0
Totals:		64,963,666	35,733,375	43,116,543	1,680,121	18,625,614	5,828	5,384,198	169,509,346

Attachment IV

SELPA: Santa Barbara County

Fiscal Year: 2022–23

Attachment IV—Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

For each LEA participating in the Local Plan, enter the projected special education revenue received by each funding source. Information provided must be consistent with revenues identified in Section D, Table 3. NOTE: For fiscal year 2022–23, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 3.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
1	Adelante Charter School	51,831	0.36%	244,683	0.39%	161,042	296,514
2	Ballard Elementary	0	0.00%	0	0.00%	0	0
3	Blochman Union Elementary	36,232	0.25%	170,263	0.27%	4,002	206,495
4	Buellton Union Elementary	574,501	3.97%	2,360,745	3.75%	4,237,258	2,935,246
5	Carpinteria Unified	433,483	3.00%	1,751,748	2.79%	431,643	2,185,231
6	Cold Spring Elementary		0.00%		0.00%		
7	College Elementary	0	0.00%	0	0.00%	0	0
8	Cuyama Joint Union	0	0.00%	0	0.00%	0	0
9	Family Partnership Charter	64,762	0.45%	305,338	0.49%	(13,968)	370,100

Attachment IV

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
10	Goleta Union Elementary	830,654	5.75%	2,962,276	4.71%	7,095,123	3,792,930
11	Guadalupe Union Elementary	277,949	1.92%	1,047,725	1.67%	1,272,200	1,325,674
12	Hope Elementary	212,843	1.47%	759,683	1.21%	1,414,584	972,526
13	Lompoc Unified	1,925,453	13.32%	7,806,669	12.42%	7,985,696	9,732,122
14	Los Olivos Elementary	0	0.00%	0	0.00%	0	0
15	Manzanita Public Charter	72,936	0.50%	343,762	0.55%	142,561	416,698
16	Montecito Union Elementary	0	0.00%	0	0.00%	0	0
17	Orcutt Union Elementary	1,057,496	7.31%	4,142,119	6.59%	2,615,374	5,199,615
18	Santa Barbara Charter School	0	0.00%	0	0.00%	0	0
19	Santa Barbara Unified	2,640,855	18.27%	11,420,824	18.16%	22,797,218	14,061,679
20	Santa Maria Joint Union High	1,512,290	10.46%	7,115,285	11.32%	7,252,952	8,627,575

Attachment IV

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
21	Santa Maria-Bonita	3,685,848	25.49%	13,924,880	22.15%	9,950,713	17,610,728
22	Santa Ynez Valley Union High	0	0.00%	0	0.00%	0	0
23	Solvang Elementary	0	0.00%	0	0.00%	0	0
24	Vista Del Mar Union	0	0.00%	0	0.00%	0	0
25	Santa Barbara County Education Office (SELPA included in data)	1,080,485	7.47%	8,517,403	13.55%	383,617	9,597,888
26			0.00%	0	0.00%	0	0
Totals:		14,457,618	100.00%	62,873,403	100.00%	65,730,015	77,331,021

Attachment V

SELPA: Fiscal Year: **Attachment V—Projected Expenditures by Local Educational Agency for Supplemental Aids and Services in the Regular Classroom for Students with Disabilities and Those Identified with Low Incidence Disabilities**

Enter the revenue allocated to each LEA for supplemental aids and services (SAS) for those students with disabilities placed in the regular classroom setting and those who are identified with low incidence (LI) disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5. NOTE: For fiscal year 2022–23, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 5.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
1	Adelante Charter School	0	0
2	Ballard Elementary	34,500	2,205
3	Blochman Union Elementary	0	37,490
4	Buellton Union Elementary	0	30,874
5	Carpinteria Unified	2,040,115	37,490
6	Cold Spring Elementary	0	0
7	College Elementary	0	0
8	Cuyama Joint Union	0	0
9	Family Partnership Charter	0	2,205

Attachment V

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
10	Goleta Union Elementary		72,775
11	Guadalupe Union Elementary	0	17,643
12	Hope Elementary	0	13,232
13	Lompoc Unified	51,537	132,319
14	Los Olivos Elementary	0	0
15	Manzanita Public Charter	0	0
16	Montecito Union Elementary	0	0
17	Orcutt Union Elementary	62,535	91,605
18	Santa Barbara Charter School		2,000
19	Santa Barbara Unified	19,000	283,407
20	Santa Maria Joint Union High	218,195	0

Attachment V

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
21	Santa Maria-Bonita	2,523,129	264,638
22	Santa Ynez Valley Union High	0	0
23	Solvang Elementary	0	0
24	Vista Del Mar Union	0	0
25	Santa Barbara County Education Office (SELPA included in data)	0	514,646
26		0	0
Totals:		4,949,011	1,502,529

Attachment VI

SELPA:

Fiscal Year:

Attachment VI must be completed using the CDE approved Microsoft Excel Template

Attachment VII

SELPA: Fiscal Year: **Attachment VII—Special Education Local Plan Area Membership Transfers and Mergers (to and from the SELPA)**

Educational programs and services already in operation may not be transferred to another LEA unless all provisions of *EC* Section 56207 have been met by the SELPA as demonstrated by the completion and submission of Attachment VII. The effective date of the transfer must not be prior to the July 1 of the second fiscal year after the date the sending or receiving SELPA informed the other agency and the governing body of multiple LEA SELPAs or the responsible individual of single LEA SELPAs notified the other agency, unless both the sending and receiving SELPA unanimously agree the transfer date will take effect on the July 1 of the first fiscal year following the notification date.

LEA Name	Add or Delete Row	LEA Status	Impacted SELPA Name	Impacted District, Charter, or School Name	Initiating SELPA Notification Date	SELPA Governing Board Notification Date	COE Notification Date	CDE Notification Date	Agreed Upon Effective Fiscal Year
									<input type="text"/>

Attachment VI—Specialized Academic Instruction (SAI)/Specially Designed Instruction (SDI) and Related Services

Enter all special education Services provided by the SELPA's LEA membership and location (site) where they are provided. If code 900 is selected, the specific special education service must be defined in Local Plan Section E: Annual Service Plan. Licensing, certification, and provider qualifications for each identified service must be in accordance with law (see the Local Plan Guidance Document for more information). Attachment VI must be included with each Local Plan Section E: Annual Service Plan submission to the California Department of Education (CDE).

For each LEA school/site name identified in "Column A," place an "x" in the corresponding instructional and/or related service that is provided by the LEA/school site

DATE: 4/8/2022

FISCAL YEAR: 2022

SELPA NAME: Santa Barbara County SELPA

[illegible]

[illegible]

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN

Section E: Annual Service Plan

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education
Special Education Division
2022–23 Local Plan Annual Submission

Section E: Annual Service Plan

SELPA: Santa Barbara County

Fiscal Year: 2022–23

Local Plan Section E: Annual Service Plan

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

- ☒ 330—Specialized Academic Instruction/
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children. (34 CFR 300.39(b)(3)).

Section E: Annual Service Plan

SELPA: Fiscal Year:
☒ 210–Family Training, Counseling, Home
Visits (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development."

☐ 220–Medical (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 230–Nutrition (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 240–Service Coordination (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes the coordination of special education and related services.

☒ 250–Special Instruction (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's

Section E: Annual Service Plan

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Individual Family Service Plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.

☒ 260—Special Education Aide (Ages 0-2 only) ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"Paraprofessionals that provide instructional support, which may include the following special education services:(1) assist with classroom management, such as organizing instructional and other materials(2) conduct parental involvement activities(3) act as a translator(4) provide instructional support services under the direct supervision of a teacher"

☐ 270—Respite Care (Ages 0-2 only) ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 340—Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

Individualized Education Program (IEP) Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

☒ 350—Individual and Small Group Instruction

Provide a detailed description of the services to be provided under this code.

Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program (30 EC 56441.2, 5 CCR 305.1) (Ages 3 through 5 only).

☒ 415—Speech and Language ☐ *Service is Not Currently Provided*

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SELPA: Santa Barbara CountyFiscal Year: 2022–23

Provide a detailed description of the services to be provided under this code.

"Services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included. Services include: specialized instruction and services, monitoring, reviewing, and consultation. Services may be direct or indirect including the use of a speech consultant."

☒ 425–Adapted Physical Education☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program. (CCR Title 5 §3051.5).

☒ 435–Health and Nursing: Specialized
Physical Health Care☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health care services means those health services prescribed by the child's licensed physician and/or surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (CEC 49423.5 (d)).

☒ 436–Health and Nursing: Other☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing

Section E: Annual Service Plan

SELPA: Fiscal Year:

intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program. (34 CFR 300.34; CCR Title 5 §3051.12 (a))."

☒ 445—Assistive Technology☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers. (34 CFR Part 300.6).

☒ 450—Occupational Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"Includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services provided based upon recommendation of the IEP team and by a qualified occupational therapist registered with the American Occupational Therapy Certification Board. (CCR Title 5 §. 3051.6, EC Part 30 §56363)."

☒ 460—Physical Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services are provided, based on recommendation of the IEP team, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy

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between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents. (B&PC Ch. 5.7, CCR Title 5 §3051.6, EC Part 30 §56363, GC-Interagency Agreements Ch. 26.5 §7575(a)(2)).

☒ 510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program. (34 CFR § 300.24(b)(2), (CCR Title 5 §3051.9).

☒ 515–Counseling and Guidance☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. (34 CFR 300.306; CCR Title 5 §3051.9).

☒ 520–Parent Counseling☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an Individualized

Section E: Annual Service Plan

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Education Program (IEP) to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.31(b)(7); CCR Title 5 §3051.11).

☒ 525–Social Worker☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided pursuant to an Individualized Education Program (IEP) by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

☒ 530–Psychological☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"These services, provided by a credentialed or licensed psychologist pursuant to an Individualized Education Program (IEP), include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24). IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10)."

☒ 535–Behavior Intervention☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. (CCR Title 5 §3001(d)).

Section E: Annual Service Plan

SELPA: Fiscal Year: ☐ 540–Day Treatment☒ 545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671)).

☒ 610–Specialized Service for Low Incidence Disabilities☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's Individualized Education Program (IEP), including frequency and duration of the services to the student. (CCR Title 5 §3051.16 & 3051.18).

☒ 710–Specialized Deaf and Hard of Hearing☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included. (CCR Title 5 §3051.16 and 3051.18).

☒ 715–Interpreter☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students

Section E: Annual Service Plan

SELPA: Fiscal Year:

regarding class content through the sign system of the student. (CCR Title 5, §3051.16)."

☒ 720—Audiological

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include measurements of acuity, monitoring amplification, as well as planning, organizing, and implementing audiology programs. Consultation services with teachers, parents or speech pathologists must be identified in the Individualized Education Program (IEP) as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2).

☒ 725—Specialized Vision

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs, including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher. (CAC Title 5 §3030(d), EC 56364.1)."

☒ 730—Orientation and Mobility

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an Individualized Education Program (IEP).

☐ 735—Braille Transcription

☒ *Service is Not Currently Provided*

Section E: Annual Service Plan

SELPA: Fiscal Year:

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 740—Specialized Orthopedic

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 745—Reading

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 750—Note Taking

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 755—Transcription

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

Section E: Annual Service Plan

SELPA: Fiscal Year:
☐ 760—Recreation Service, Including
Therapeutic Recreation

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 820—College Awareness

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

The result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

☒ 830—Vocational Assessment, Counseling,
Guidance, and Career Assessment

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions. (Title 5 §3051.14)."

☒ 840—Career Awareness

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. There is a need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds. (34 CFR-§300.29).

☒ 850—Work Experience Education

☐ *Service is Not Currently Provided*

Section E: Annual Service Plan

SELPA: Fiscal Year:

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree. (34 CFR 300.26).

☒ 855–Job Coaching☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

☒ 860–Mentoring☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

☒ 865–Agency Linkages (referral and placement)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income). (34 CFR §613).

☐ 870–Travel and Mobility Training☒ *Service is Not Currently Provided*

Section E: Annual Service Plan

SELPA: Fiscal Year:

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 890—Other Transition Services

☐ *Service is Not Currently Provided*

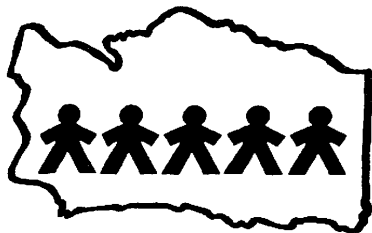
Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

☐ 900—Other Related Service


Description of the "Other Related Service"

Qualifications of the Provider Delivering "Other Related Service"



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SBCEO Regional Program Request for Funding of the Continuation of Additional Paraprofessional Support for Cabrillo High School Severe-Profound SDC for the 2022-23 School Year

BACKGROUND:

- As per our Local Plan, regional program providers must annually request to continue and/or add the employment of extra or supplementary support staff that is above and beyond the number of support staff allocated per program or FTE in Local Plan Policy 3204.
- The current Local Plan staffing ratio guidelines for this program is three (3) staff per every eight (8) students. For the 2022-23 school year there are ten (10) students enrolled in the program thus the request for additional aide time support for the school year.
- This request is directly related to high level of support and assistance that the students in this program require. Specifically, 1:1 assistance is required by all students to some degree due to mobility, assistive technology, and community-based instruction and vocational experiences. To meet the needs of this classroom effectively the regional program operator, SBCEO, is requesting funding for 4.75 hours per day of additional paraprofessional support. The request for additional aide time support for the 2022-2023 school year is outlined on the attached request (**REF: VIII-B.1**).
- An observation team recently visited the classroom and deemed the request for additional para support necessary as requested.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for requested support is \$26,786.00 for regional program costs for additional para for the 2022-2023 school year.

RECOMMENDATION: The JPA Board approve the SBCEO regional program request for funding of the continuation of additional paraprofessional support for Cabrillo High School for the 2022-2023 school year as presented.

RA:lm

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

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Regional Program Operator Request for Funding of Additional Support Staff
Demographics

Program Operator: SBCEO		<input checked="" type="checkbox"/> Program-Wide Support <input type="checkbox"/> Specific Student
Regional Program Type: SDC - Severe/Profound		
District: LUSD	School: Cabrillo HS	For 2022-2023 School Year
Teacher Name: Tracy Akins	Current Class Size: 10 (2022-23)	Age Range: 8 th grade- 22 years
Reason for additional request (check all appropriate boxes):		
<input checked="" type="checkbox"/> To meet the needs of a student with a low incidence disability		<input type="checkbox"/> The need is associated with legal issues
<input checked="" type="checkbox"/> To assist a student with severe behavioral problems		<input checked="" type="checkbox"/> Staff ratio in individual classroom(s)
Support staff being requested: <input checked="" type="checkbox"/> Aide Time <input type="checkbox"/> Signing Aide <input type="checkbox"/> Signing Interpreter <input type="checkbox"/> Transcriber		
<input type="checkbox"/> Other		
Number of additional support staff hours requested per day: 4.75		Estimated cost for requested support staff: \$26,786

(complete this student information chart if request is for a specific student)

Student First Name :		Last Initial:	
DOB:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:

Current Local Plan staffing ratio guidelines for this program: 1 Teacher/3 Paraprofessionals		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	Hours	Duties
Paraprofessional	6.5	Assist teacher in all aspects of the classroom
Paraprofessional	6.5	Assist teacher in all aspects of the classroom
Paraprofessional	6.5	Assist teacher in all aspects of the classroom
Paraprofessional	4.75	Assist teacher in all aspects of the classroom

Provide a narrative explanation of the reason for the additional support staff request:

THIS REQUEST IS FOR CONTINUATION OF ADDITIONAL PARAPROFESSIONAL TIME FOR 2022-2023

Additional support staff is requested to continue for this program for the 2022/2023 academic year as the need remains.

Cabrillo will serve 10 students 8th grade through 22 years of age with goals related to medical needs, behavior, communication, daily living skills, vocation skills, social skills, integration, and academics. There will be 11 students requiring 1:1 assistance for mobility utilizing mobility equipment and communicative technology including: standers, wheelchairs, walkers, switches, VOCAs, computer communication devices, and eye-gaze programs. All of this assistive technology requires 1:1 support, expanded wait time for response, and two-person physical lifts and transfers in & out of equipment. Four students utilize wheelchairs during the school day, 2 have seizure action plans requiring constant monitoring, 2 have specialized health care requiring 1:1 supports. One student demonstrate severe behaviors including loud vocalizations, grabbing others, scratching others, digging nails into others, self-injurious behaviors (SIB) including hitting self with force, banging head on surfaces or objects with force that may cause tissue damage. Extensive classroom support is required for goals & basic needs to be met in this

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

Regional Program Operator Request for Funding of Additional Support Staff

classroom. Additionally, this program provides Community Based Instruction and Vocational experiences requiring 1:1 intensive support in the community.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Students with medical needs are ongoing and chronic.

Our goal is to provide students a with a supportive and safe educational environment. We work on consistency in implementing behavior strategies in order to reduce the aggressive and self-injurious behaviors of our students.

When students' behaviors and/or medical needs decrease, staff members will be able to fade support. Extra support staff will be gradually faded as data collection for challenging behaviors shows a decrease in behaviors on a consistent basis and reveals that students are making progress on related IEP goals.

Santa Barbara County
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Regional Program Operator Request for Funding of Additional Support Staff
Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input checked="" type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs __Discrete Trial __ABA __Structured Teaching __PECs. Requires signing over 80% of the time. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input checked="" type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input checked="" type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. <input checked="" type="checkbox"/>

*Attach description of interventions used to support referred student in EACH of the areas marked above. Provide data that documents the prior success or failure of interventions.

* If mostly ratings of 3's & 4's, in two or more areas, continue with summary pg.3

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

Regional Program Operator Request for Funding of Additional Support Staff

School Day Description: (check day(s) that pertain to chart below) ☒ **MONDAY** ☒ **TUESDAY** ☒ **WEDNESDAY** ☒ **THURSDAY** ☒ **FRIDAY**

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.
*******Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.**

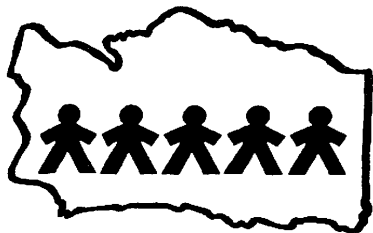
Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
7:45-2:00 activities happen throughout the day	Curriculum Adaptation	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:45-2:00 activities happen throughout the day	Curriculum Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:45-2:00 activities happen throughout the day	Bathroom Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:45-2:00 activities happen throughout the day	Functional Activities	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:45-2:00 activities happen throughout the day	Nutrition	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.
7:45-2:00 activities happen throughout the day	Lunchroom/M meal Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and medical needs.

Santa Barbara County

Special Education Local Plan Area..... *A Joint Powers Agency*

Regional Program Operator Request for Funding of Additional Support Staff

7:45-2:00 activities happen throughtout the day	Transition Assistance	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, intregation activities, work on individual goals and medical needs.
7:45-2:00 activities happen throughtout the day	Other: General Ed Inclusion/Community-Based	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, intregation activities, work on individual goals and medical needs.
7:45-2:00 activities happen throughtout the day	Other Needs: Medical Monitoring	screaming, grabbing others, scratching others, digging nails into others, SIB	10 (2 currently home hospital)	Working with other students.	Not enough support for safety, participation in classroom, intregation activities, work on individual goals and medical needs.



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SBCEO Regional Program Request for Funding of Continuation of Additional Paraprofessional Support for Manzanita Charter School Mod/Severe SDC for the 2022-23 School Year

BACKGROUND:

- As per our Local Plan, regional program providers must annually request to continue and/or add the employment of extra or supplementary support staff that is above and beyond the number of support staff allocated per program or FTE in Local Plan Policy 3204.
- The current Local Plan staffing ratio guidelines for this program is three (3) staff per every eight (8) students. For the 2021-22 school year there are eleven (11) students enrolled in the program thus the request for additional paraprofessional time support for the school year.
- The class size for this program for the 22-23 school year is projected to be 11 students, with 10 students in the classroom and 1 on home instruction. The students in this class are all considered medically fragile, with 5 students in wheelchairs and 5 ambulatory students, all requiring 1:1 assistance throughout the day. Additionally, there are 2 students with significant aggressive behaviors, and so the wheelchair students need additional protection from the more aggressive students requiring more aid support. To meet the needs of this classroom effectively the regional program operator, SBCEO, is requesting funding for 6.5 hours of additional paraprofessional support time per day. The request for additional aide time support for the 2022-2023 school year is outlined on the attached request (**REF: VIII-C.1**).
- An observation team recently visited the classroom and deemed the request for additional para support necessary as requested.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost is \$38,613.00 for each additional paraprofessional for the 2022-2023 school year.

RECOMMENDATION: The JPA Board approve the SBCEO regional program request for funding of the continuation of two additional paraprofessionals to support Manzanita Charter School for the 2022-2023 school year as presented.

RA:lm

Santa Barbara County

Special Education Local Plan Area..... A Joint Powers Agency

Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: SBCEO		
Regional Program Type: SDC Mod/Severe		
District: LUSD	School: Manzanita Charter School	For 2022-2023 School Year
Teacher Name: Kristin Wood	Current Class Size: 10	Age Range: 5-12
If request is for CTE; how many of the students are in the CTE class 50% or more of their day:		
Reason for additional request (check all appropriate boxes):		
<input checked="" type="checkbox"/> To meet the needs of a student with a low incidence disability	<input type="checkbox"/> The need is associated with legal issues	
<input checked="" type="checkbox"/> To assist a student with severe behavioral problems	<input checked="" type="checkbox"/> Staff ratio in individual classroom(s)	
Support staff being requested/pages to complete: <input checked="" type="checkbox"/> Aide Time (pgs.1-3) <input type="checkbox"/> Signing Aide (pg.1)		
<input type="checkbox"/> Signing Interpreter (pg.1) <input type="checkbox"/> Transcriber (pg.1) <input type="checkbox"/> Other (pgs.1-3)		
Number of additional support staff hours requesting per day: 6.5		Estimated cost for requested support staff: \$ 38,613/para

(complete this student information if request is for a specific student)

Student First Initial :	Last Initial:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:
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Current Local Plan staffing ratio guidelines for this program: 1 Teacher/3 Paraprofessionals		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	Total Hours/Schedule (ex. 15hrs/Mon-Fri 9-12)	Duties
Paraprofessional	6.5	Assist teacher in all aspects of program.
Paraprofessional	6.5	Assist teacher in all aspects of program.
Paraprofessional	6.5	Assist teacher in all aspects of program.
Additional paraprofessional requested	6.5	Assist teacher in all aspects of program
Additional paraprofessional requested	6.5	Assist teacher in all aspects of program

Provide a narrative explanation of the reason for the additional support staff request (do not use student names; use initials if needed):

THIS REQUEST IS FOR CONTINUATION OF TWO ADDITIONAL PARAPROFESSIONALS FOR 2022-2023.

Additional support staff is requested to continue for this program for the 2022/2023 academic year as the need remains.

2022-23: Class size for 2022-23 school year is projected to be 11 students; one student will move to high school and we will be adding one Kindergarten student and one second grade student. There will be 10 students in the classroom (grades K-7), and 1 on Home Instruction.

Our student population and specific needs for the 2022-23 school year are as follows: We will have 1 student on Home Instruction due to medical fragility, 5 students in wheelchairs and 5 ambulatory students in the classroom, all on full day schedule. One of these students (AM) is blind, has a seizure disorder that is controlled with medication, and he has a Specialized Physical Health Care Plan – nutrition via G-tube 2x per day while at school. He requires 2 staff during diaper changes so that he does not pull out his g-tube button. He is positioned in a walker 1x per day and stander 1x per day. Another wheelchair student (AV) is on a high-calorie diet due to his low weight, hypotonia and medical fragility; it takes at least 1 hour of 1:1 support to feed him breakfast and lunch. He is positioned in a walker 1x per day and in a stander 1x per day. An additional wheelchair student is deaf and has a seizure disorder. She is positioned in a stander 1x per day and a walker 1x per day. The fourth wheelchair student is an incoming Kindergartener who is described as medically fragile. The wheelchair students need protection from more aggressive students as they are unable to defend themselves.

SELPA2 7/7/11 (E)

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Santa Barbara County

Special Education Local Plan Area..... A Joint Powers Agency

Regional Program Operator Request for Funding of Additional Support Staff

We have two students with significant, aggressive behaviors, one with a Behavior Intervention Plan. Both of those students are ambulatory. One of the students (KM) has a BIP due to significant and challenging behaviors of biting, scratching, eloping, hair pulling and throwing over furniture. The other student with behaviors (DS) will be in the first grade; she has self-injurious behaviors of banging her head on the floor, biting self and others, throwing objects, eating non-edibles, hair pulling and eloping. Both of these students engage in the above behaviors frequently throughout the day and they each require constant 1:1 support in all settings for their safety and the safety of other students.

Needs of the other students are as follows: (AR) is ambulatory and has a behavior of eloping and smearing his feces; he has a Specialized Physical Health Care Plan for catheterization 2x per day and administration of medication and water via g-tube. Another student (AM) is ambulatory but falls frequently due to an unsteady gait; he requires constant supervision for safety. An additional student (ST) is medically fragile and will start the year on Home Hospital status; he receives 5 hours per week in-home instruction by the teacher with the assistance of one para.

Our third-grade student, (JT) has a diagnosis of Autism and requires 1:1 support throughout the day for his safety and the safety of other students. He has challenging behaviors of scratching staff and other students, mouthing objects and ingesting inedible materials. He is ambulatory, very active and will take off his clothes, elope, climb on cabinets or furniture and stand on his head if given the opportunity.

Additional support would help with safety concerns, supervision and programming as well as allow staff to take lunch breaks while other staff are working with students during the lunch hour on IEP goals related to adapted daily living skills of self-feeding and related health/hygiene goals. The added support would also help maintain effective programming in allowing us to fulfill our goal of having students participate in mainstreaming opportunities to the greatest extent possible.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Our goal is to provide students a with a supportive and safe educational environment. We work on consistency in implementing behavior strategies in order to reduce the aggressive and self-injurious behaviors of our students. When these behaviors decrease, staff members will be able to fade support. Extra support staff will be gradually faded as data collection for challenging behaviors shows a decrease in behaviors on a consistent basis and reveals that students are making progress on related IEP goals.

SELPA2 7/7/11 (E)

Regional Program Operator Request for Funding of Additional Support Staff

Rubric

Check the box of the number that best describes the student in each category that is appropriate.

Health/Personal Care Rating		Behavior Rating		Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age-appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with adults. Seeks out friends. Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited.	Participates fully in whole class instruction. Stays on task during typical instruction activities. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>	
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age-appropriate personal care activities. <input type="checkbox"/>	Has problems following directions and cannot always participate in whole class behaving appropriately. Can be managed instruction. Requires smaller groups and adequately with a classroom behavior frequent verbal prompts, cues or reinforcement. management plan, but unable to experience On task about 50% of the time with support. Much success without behavior support plan Requires more verbal prompts to follow implementation.	Follows direction with few to no peers and additional prompts. Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>	
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. a Behavior Intervention Plan (BIP) including goals and objectives on the IEP. Primarily close visual supervision to implement monitoring. Medication for ADD/ADHD or other required whole. Needs Discrete Trial ABA Structured Teaching PECS. Requires signing over 80% of the time. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts Requires physical assistance to stay on task. and behavior complies only with 1:1 directions and Requires Cognitive abilities and skills likely the BIP. Requires modifications not typical for class as a behaviors. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>	
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of physical prompts and directions. Hughes Bill has been completed instructional strategies to benefit from the IEP. which must be implemented to allow the Cognitive abilities and skills require significant student to safely attend school. Staff has been accommodation and modification not typical trained in the <input checked="" type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and on a prompting to stay on task and follow Behavior or Regularly requires specific 1:1 and the student to benefit from the IEP. which must be implemented to allow the Cognitive abilities and skills require significant student to safely attend school. Staff has been accommodation and modification not typical trained in the <input checked="" type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. <input checked="" type="checkbox"/>	
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing <input checked="" type="checkbox"/>				
5					

Regional Program Operator Request for Funding of Additional Support Staff

School Day Description: (check day(s) that pertain to chart below) ☒ MONDAY ☒ TUESDAY ☒ WEDNESDAY ☒ THURSDAY ☒ FRIDAY

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week. *Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.*

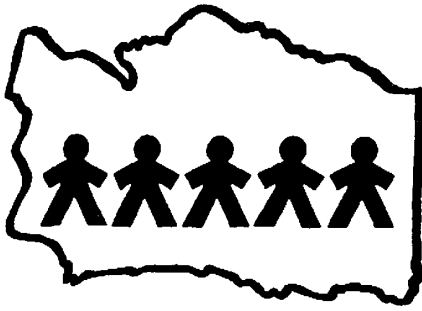
Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
8:15	Student arrival, entry tasks, bathroom breaks, students transferred from wheelchairs to classroom equipment - requiring 2 person lift.	Most students have been on bus for over 1 hour and arrive agitated, 1 student engages in high-pitched screaming on bus and at least 2 students are crying due to the noise level.	9	All staff greet the bus in the morning as we have 4 wheelchairs and the ambulatory students need assistance walking to the classroom. Staff also assisting students in toileting routine; students need 1:1 support during toileting activities.	Upon arrival, all students are agitated and the student with BIP (KM) is typically excited and agitated at this time needing at least 1:1 support. Student (JT) is very active, has been sitting on bus for over 1 hour and he needs 1:1 support.
9:00	Toileting/Breakfast	KM requires outside time (15 min bike ride) to calm down. KM must eat away from other students to reduce behavior of throwing food and biting/scratching assistant. JT requires outside walk to calm down after bus ride.	9	One Para with KM One Para with JT One Para with DS Teacher and 2 Paras assisting students with toileting/staff preparing breakfast for students.	The need for extra staff position continues so that students remain safe and so that our students can participate in inclusion activities.
10:00	School Recess, repositioning of non-ambulatory students, snack and bathroom breaks, staff breaks.	Students with seizure action plans and behaviors require 1:1 support and constant supervision during recess.	9	All staff are working with students.	The need for extra staff position continues so that students can safely participate in recess with their gen ed peers.

Regional Program Operator Request for Funding of Additional Support Staff

10:30-11:30	Classroom group activity, bathroom breaks, staff lunch break	Student with BIP, JT and DS each need 1:1 support during group activities for safety of themselves and others. Ambulatory students need 1:2 level of support to remain seated and attend to and engage in lesson and work on related IEP goals.	9	Working with students. Staff lunch breaks begin at 11:00	The need for extra staff position continues so that students remain safe and so that they can participate in classroom activities/work on integration/inclusion activities. One student (AR) catheterized and g-tube meds given at this time. One student (AM) g-tube nutrition given at this time.
11:30-12:30	Student lunches, 1:1 support, group activity, staff lunch, bathroom breaks, lunch integration with peers	Student with BIP, JT and DS each need 1:1 support during eating and group activities. Ambulatory students need 1:2 level of support to work on self-feeding skills and to remain seated during the meal. Students with seizures continue to be monitored throughout the day.	9	Working with students. Staff lunch breaks continue.	The need for additional support continues for student safety and/or participation in adapted daily living skills of self-feeding. Need additional support for participation in lunch integration with peers.
12:30-1:30	Hygiene, clean up, outside recess with peers, mainstreaming activities, individual work on IEP goals.	Student with BIP, JT and DS each need 1:1 support during hygiene and integration activities. Ambulatory students need 1:1 level of support during integration activities.	9	Working with students/supporting students during integration activities.	The need for additional support continues for student safety and/or participation in classroom activities/work on integration/inclusion activities.

Regional Program Operator Request for Funding of Additional Support Staff

1:30-2:15	Individual work on IEP goals, continue mainstreaming/inclusion activities.	Student with BIP, JT and DS each need 1:1 support during mainstreaming/inclusion activities. Students with seizures require constant supervision during all activities. All students require assistance/supervision.	9	All staff are working with students.	<p>The need for additional support continues to ensure safety of all students.</p> <p>One student (AR) catheterized and g-tube meds given at this time.</p> <p>One student (AM) water given via g-tube at this time.</p>
2:15-2:30	Group activity/students are pulled out for hygiene.	All students require 1:1 assistance with toileting. At least 2 staff required to assist teacher during group activity to monitor students and for safety.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.
2:30-2:45	Hygiene continues/loading bus.	All students require 1:1 assistance with toileting and support walking to bus.	9	All staff are working with students.	The need for additional support continues to ensure safety of all students.



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2022-2023 SBCSELPA Proposed Adopted Budget

BACKGROUND:

- In response to the K-12 Omnibus Trailer Bill Language, which proposes sending all Mental Health funding directly to LEAs rather than SELPAs, there are two proposed adopted budgets. “Plan A” is the budget with no changes to Mental Health funding. “Plan B” is the budget if Mental Health funding is sent directly to LEAs.

The proposed adopted budget for 2022-2023 includes the following information:

➤ REVENUES:

- AB602 Revenue includes 5.33% COLA in 22-23, 3.61% in 23-24, 3.64% in 24-25. For “Plan B”, Mental Health revenues are removed.
- Federal Revenue Local Assistance revenue is increased by 3%, all other revenues are flat. One-Time prior year American Rescue Plan amounts excluded.
- SPED Revenue for LEAs included in SELPA’s Fund 10 pass-through account.

➤ EXPENDITURES:

- Salaries reflect Step and Column adjustments. 1% COLA for 22-23.
- Mental Health – SBCSELPA continues to provide services 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.
 - Proposed reorganization of Mental Health Services included
 - Plan “B” NPS Pool reduced to \$600,000, only for small school districts
- Balanced Budget – The proposed 2022-2023 budget reflects a balanced budget with an undesignated ending balance of \$3,723,933.

FISCAL IMPACT: None.

RECOMMENDATION: The SBCSELPA 2022-2023 Proposed Adopted Budget is presented for review and input. The budget will be brought back at the June 6, 2022, meeting for adoption based on input provided.

RA:rw

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

2022-2023

PROPOSED ADOPTED BUDGET

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Santa Barbara County SELPA
FY 22-23 Adopted Budget (Plan A) Compared to FY 21-22 Adopted Budget

			21-22	22-23	Change from Prior	Explanations and Notes
			Adopted Budget	Adopted Budget		
Beginning Balance			2,747,052	3,758,726	1,011,674	
Revenue:			-	-	-	
Fund 01	Federal Revenue	8100-8299	862,683	787,479	(75,204)	Decrease in funding for 1x ADR COVID funds
	State Revenue	8300-8599	2,063,763	5,670,189	3,606,426	Funding moved from Local Object to State Object Codes. Net increase in
	Local Revenue	8600-8799	3,948,143	368,745	(3,579,398)	funding.
	s/total	Revenue Fund 01	6,874,589	6,826,414	(48,175)	
			-	-	-	
Fund 10	Federal Revenue	8100-8299	13,054,980	13,670,137	615,157	Projected 3% Increase in Federal Revenue from current year amounts
	State Revenue	8300-8599	28,458,328	40,129,719	11,671,391	Revenue increases based on Governor's Budget Proposal
	s/total	Revenue Fund 10	41,513,308	53,799,856	12,286,548	
			-	-	-	
Expenditures:			-	-	-	
Fund 01	Certificated	1000-1999	344,058	357,889	13,831	3% salary increase after 21-22 adopted + 1% increase for 22-23; Includes step &
	Classified	2000-2999	737,539	723,964	(13,575)	column and changing benefit rates; Classified salaries net decrease (+CBO
	Benefits	3000-3999	372,194	387,434	15,240	Reclassification+amounts above - 1.0 MH Specialist FTE)
	Books & Supplies	4000-4999	190,353	198,710	8,357	
	Services & Other	5000-5999	3,403,360	3,430,007	26,647	Includes NPS Placements, WRAP, SB-PIC, Professional Development, ADR,
	Capital outlay	6000-6999	5,390	5,828	438	Rent, Insurance, Travel
	Other Outgo	7000-7399	1,682,903	1,757,374	74,471	Increases to Low Incidence and Out of Home Care Funding
	s/total	Expenditures Fund 01	6,735,797	6,861,206	125,409	
			-	-	-	
Fund 10	Transfer for Fed & State Expenditures		41,513,308	53,799,856	12,286,548	
			-	-	-	
Ending Balance June 30			2,885,844	3,723,934	838,090	
Reserves:					-	
					-	
					-	
SELPA Designated Legal Reserve			325,000	325,000	-	
MTU Site Improvement Fund Reserve			250,000	250,000		
Regional Deferred Maintenance reserve			50,000	50,000		
Set aside for Economic Contingencies			105,648	150,000		
SIPE Rebate for move and SELPA-bration			35,246	35,246		
SELPA-Wide Staff Development Carryover						
CPI carryover to reduce costs in 21-22			23,219	-		
Non-MH EFB Reserve						
MH EFB Reserve						
s/total Designated			789,113	810,246	-	
Unassigned			2,096,731	2,913,688	816,957	

Santa Barbara County SELPA
FY 22-23 Proposed Adopted Budget Compared to FY 22-22 "Plan B" Adopted Budget

			22-23	22-23	Change	
			Proposed	"Plan B"		
			Adopted	Adopted	from Prior	
			Budget	Budget		
Beginning Balance			3,758,726	3,758,726	-	Explanations and Notes
Revenue:			-	-	-	
Fund 01	Federal Revenue	8100-8299	787,479	33,360	(754,119)	Decrease for Federal Mental Health Funding
	State Revenue	8300-8599	5,670,189	4,954,309	(715,880)	Decrease for Mental Health Funding
	Local Revenue	8600-8799	368,745	528,745	160,000	
	s/total Revenue Fund 01		6,826,414	5,516,415	(1,309,999)	
Fund 10	Federal Revenue	8100-8299	13,670,137	13,670,137	-	
	State Revenue	8300-8599	40,129,719	36,513,963	(3,615,756)	Decrease for Mental Health Funding+Increase for AB602
	s/total Revenue Fund 10		53,799,856	50,184,100	(3,615,756)	
Expenditures:			-	-	-	
Fund 01	Certificated	1000-1999	357,889	357,889	-	
	Classified	2000-2999	723,964	723,964	-	
	Benefits	3000-3999	387,434	387,434	-	
	Books & Supplies	4000-4999	198,710	198,710	-	
	Services & Other	5000-5999	3,430,007	2,120,007	(1,310,000)	Decrease for Reduced pool for NPS Funding
	Capital outlay	6000-6999	5,828	5,828	-	
	Other Outgo	7000-7399	1,757,374	1,757,374	-	
	s/total Expenditures Fund 01		6,861,206	5,551,206	(1,310,000)	
Fund 10	Transfer for Fed & State Expenditures		53,799,856	50,184,100	(3,615,756)	
Ending Balance June 30			3,723,934	3,723,935	1	
Reserves:			-	-	-	
			-	-	-	
			-	-	-	
SELPA Designated Legal Reserve			325,000	325,000		
MTU Site Improvement Fund Reserve			250,000	250,000		
Regional Deferred Maintenance reserve			50,000	50,000		
Set aside for Economic Contingencies			150,000	150,000		
SIPE Rebate for move and SELPA-bration			35,246	35,246		
SELPA-Wide Staff Development Carryover						
CPI carryover to reduce costs in 21-22						
Non-MH EFB Reserve						
MH EFB Reserve						
	s/total Designated		810,246	810,246	-	
	Unassigned		2,913,688	2,913,689	3,923,934	

				FY 20-21				FY 21-22				FY 22-23			FY 22-23		
				Adopted Budget	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	First Interim	Second Interim	Estimated Unaudited Actuals	Adopted Budget	Multi-Year Projection		PLAN B Budget	Multi-Year Projection	
Beginning Balance				2,807,444	4,006,240	4,006,240	4,006,240	2,747,052	4,353,741	4,353,741	4,353,741	3,758,726	3,723,934	3,895,356	3,758,726	3,895,356	3,906,780
Revenue:																	
Fund 01	Federal Revenue	8100-8299	773,807	779,603	779,603	782,997	862,683	877,284	877,284	881,427	787,479	787,479	787,479	33,360	33,360	33,360	
	State Revenue	8300-8599	2,204,841	2,021,191	2,021,191	2,120,168	2,063,763	5,865,417	5,985,406	6,000,965	5,670,189	5,859,954	6,008,755	4,954,309	5,144,074	5,480,119	
	Local Revenue	8600-8799	3,050,678	3,479,355	3,861,258	3,861,258	3,948,143	527,466	632,101	999,653	368,745	368,745	368,745	528,745	368,745	368,745	
s/total Revenue Fund 01				6,029,326	6,280,149	6,654,122	6,764,423	6,874,589	7,270,167	7,494,791	7,882,045	6,826,414	7,016,179	7,164,979	5,516,415	5,546,180	5,882,225
Fund 10	Federal Revenue	8100-8299				20,560,705	13,054,980	19,770,017	23,085,085	23,442,343	13,670,137	13,670,137	13,670,137	13,670,137	13,670,137	13,670,137	
	State Revenue	8300-8599				30,385,632	28,458,328	37,636,139	38,698,860	38,698,868	40,129,719	41,494,961	42,921,243	36,513,963	37,871,248	37,892,477	
s/total Revenue Fund 10						50,946,337	41,513,308	57,406,156	61,783,945	62,141,211	53,799,856	55,165,098	56,591,380	50,184,100	51,541,386	51,562,614	
Expenditures:																	
	Certificated	1000-1999	341,128	341,128	341,128	341,128	344,058	354,352	354,352	354,352	357,889	357,889	357,889	357,889	357,889	357,889	
	Classified	2000-2999	725,126	732,282	739,168	757,468	737,539	806,599	776,663	737,710	723,964	733,114	739,838	723,964	733,114	739,838	
	Benefits	3000-3999	368,968	366,149	366,861	373,762	372,194	375,012	394,133	389,991	387,434	391,378	393,944	387,434	391,378	393,944	
	Books & Supplies	4000-4999	283,614	174,589	174,589	94,697	190,353	228,771	228,771	70,050	198,710	199,683	200,632	198,710	199,683	200,632	
	Services & Other	5000-5999	3,246,017	3,681,561	3,681,561	1,635,597	3,403,360	4,167,122	4,259,460	2,150,921	3,430,007	3,337,313	3,320,302	2,120,007	2,027,313	2,010,302	
	Capital outlay	6000-6999	3,500	3,500	3,500	-	5,390	18,760	18,760	18,760	5,828	5,828	5,828	5,828	5,828	5,828	
	Other Outgo	7000-7399	960,115	3,892,407	4,257,337	3,214,271	1,682,903	4,625,295	4,849,152	4,755,276	1,757,374	1,819,552	1,884,509	1,757,374	1,819,552	1,819,552	
s/total Expenditures Fund 01				5,928,468	9,191,615	9,564,144	6,416,923	6,735,797	10,575,911	10,881,291	8,477,060	6,861,206	6,844,756	6,902,943	5,551,206	5,534,756	5,527,986
Fund 10	Transfer for Fed & State Expenditures					50,946,337	41,513,308	57,406,156	61,783,945	62,141,211	53,799,856	55,165,098	56,591,380	50,184,100	51,541,386	51,562,614	
Ending Balance June 30				2,908,302	1,094,774	1,096,218	4,353,741	2,885,844	1,047,997	967,241	3,758,726	3,723,934	3,895,356	4,157,392	3,723,935	3,906,780	4,261,018
Designated from Fund Balance:																	
Board Approved Reserves:																	
	Regional Deferred Maintenance reserve	50,000	50,000	50,000	75,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
	MTU Site Improvement Fund Reserve	250,000	250,000	250,000	250,000	250,000	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 Rebate for move and SELPA-bration	37,246	37,246	37,246	35,246	37,246	35,246	35,246	35,246	30,382	20,882			20,882			
	5% Set aside for Economic Contingencies	106,534	123,256	123,557	150,000	105,648	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	
	Non-MH EFB Reserve		100,000	98,503	100,000		100,000	100,000	100,000	100,000							
	MH EFB Reserve		100,000	100,000	100,000		100,000	100,000	100,000	100,000							
20-21 EFB Board Approved increases 21-22 First Interim:																	
	Low Incidence Carryover				1,106,195												
	MAA Carryover				31,138												
	LEA Legal fees carryover				118,990												
	LEA Legal fees				300,000												
	SELPA-Wide Staff Development Carryover				16,952												
	Non-MH EFB to districts				387,404												
	MH EFB carryover to districts				1,339,553												
	CPI carryover to reduce costs in 21-22		23,219	23,219	18,263	23,219		-									
total designated				768,780	985,502	984,306	4,353,741	767,894	1,010,246	1,010,246	1,005,382	795,882	775,000	775,000	795,882	775,000	775,000
Unassigned				2,139,522	109,272	111,912	0	2,117,950	37,751	(43,005)	2,753,344	2,928,052	3,120,356	3,382,392	2,928,053	3,131,780	3,486,018

**Multi-Year Projections Assumptions
2022-23 Adopted Budget**

			Change from prior year	
			\$	\$
			23-24	24-25
REVENUE				
Fund 01				
8100-8299	Kept Federal funding flat		0	0
8300-8599	AB602 Funding	State COLA	3.61%	3.64%
	Off-the-Top to SELPA		34,971	36,534
	SELPA COLA increase (Regionalized Services)		14,067	14,696
	AB602 change every two years to pay for CPI with off the top AB602 funds		24,184	(24,184)
	Low Incidence Funding & Out of Home Care		116,543	121,754
		s/total	189,765	148,800
		Fund 01 Total	189,765	148,800
Fund 10				
8100-8299	Kept Federal funding flat		0	0
8300-8599	State COLA to districts		1,365,242	1,426,282
	State COLA on Plan B AB602			
		Fund 10 Total	1,365,242	1,426,282
EXPENSES				
Fund 01				
		Check this		
1xxx's	salary step-column increase, no salary increases projected		0	0
2xxx's	salary step-column increase, no salary increases projected		9,150	6,724
3xxx's	+5% to H&W both years, adjusted for % increase to step-column; no change in other costs		3,944	2,567
4xxx's	Increase for cost of supplies CA CPI 2.9% for 23-24 & 2.75% for 24-25		973	949
5xxx's				
	Changes in ADR Expenditures due to grants		(124,230)	0
	Added CA CPI increase in applicable expenses for both years		7,352	7,173
	Prof Dev CPI Expenses change every other year		24,184	(24,184)
		s/total	(92,694)	(17,011)
6xxx's	Capital	Repairs to MTUs	0	0
7xxx's				
	The only transfers projected at this time are Out-of-Home Care and a percentage of Low Incidence.		-	-
	Assume the same for future years increase by AB602 COLA			
	Out of Home Care	745,344	26,907	28,110
	Low Incidence without carryovers	977,030	35,271	36,848
		1,722,374	62,178	64,958
		s/total	62,178	64,958
		Fund 01 Total	(16,450)	58,187
Fund 10				
	Outgoes match Revenues	Fund 10 Total	1,365,242	1,426,282

SUMMARY OF REVENUES AND BALANCES

	ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23	PROPOSED PLAN "B" 2022-23	Difference PLAN "A" vs PLAN "B"	PLAN "B" NOTES
BEGINNING BALANCE	\$ 2,726,751	\$ 4,353,741	\$ 3,758,802	\$ 3,758,802		
ADJUSTMENTS	\$ -					
ADJUSTED BEG. BALANCE	\$ 2,726,751	\$ 4,353,741	\$ 3,758,802	\$ 3,758,802		
FEDERAL REVENUE						
8182 PRESCHOOL STAFF DEV. GRANT.	\$ 3,385	\$ 4,349	\$ 4,349	\$ 4,349	\$ -	
8182 REGIONALIZED SERVICES	\$ 10,882	\$ 10,901	\$ 11,240	\$ 11,240	\$ -	
8182 ADR GRANT	\$ 94,287	\$ 112,058	\$ 17,771	\$ 17,771	\$ -	
8182 MENTAL HEALTH GRANT	\$ 754,120	\$ 754,119	\$ 754,119	\$ -	\$ (754,119)	MH Grant goes directly to districts
8287 FEDERAL IDEA CURRENT YEAR	\$ 12,514,553	\$ 13,529,933	\$ 13,542,806	\$ 13,542,806	\$ -	
8287 FEDERAL IDEA PRIOR YEAR	\$ 423,606	\$ 6,715,037	\$ -	\$ -	\$ -	
8287 FEDERAL 1X GRANT		\$ 3,070,042	\$ -	\$ -	\$ -	
8287 FEDERAL INFANT		\$ 127,331	\$ 127,331	\$ 127,331	\$ -	
TOTAL FEDERAL REVENUE	\$ 13,804,218	\$ 24,323,770	\$ 14,457,616	\$ 13,703,497	\$ (754,119)	
STATE REVENUE						
AB 602					\$ -	
8311 REVENUE DISTRICTS	\$ 26,552,531	\$ 31,040,243	\$ 37,818,260	\$ 36,513,887	\$ (1,304,373)	AB602 Revenue for SELPA
8311 REVENUE FOR MH SERVICES	\$ -	\$ -	\$ -	\$ 1,304,373	\$ 1,304,373	Provided MH Services
8311 REVENUE	\$ 897,170	\$ 919,703	\$ 968,723	\$ 968,723	\$ -	
8311 STAFF DEVELOPMENT	\$ 10,000	\$ 27,921	\$ 22,000	\$ 22,000	\$ -	
8311 REGIONALIZED SVC	\$ 360,890	\$ 369,956	\$ 389,672	\$ 389,672	\$ -	
8311 LOW INCIDENCE	\$ 1,302,753	\$ 1,376,880	\$ 1,376,880	\$ 1,376,880	\$ -	
8311 OUT OF HOME FUNDING (LCI)	\$ 720,779	\$ 745,344	\$ 745,344	\$ 745,344	\$ -	
8311 STAFF DEVELOPMENT K-12	\$ 24,605	\$ 24,605	\$ 24,605	\$ 24,605	\$ -	
8311 HOUSING	\$ -	\$ 74,388	\$ 74,388	\$ 74,388	\$ -	
Subtotal AB602	\$ 29,868,728	\$ 34,579,041	\$ 41,419,872	\$ 41,419,872	\$ -	
8587 STATE MH DISTRICTS		\$ 2,123,540	\$ 2,311,383	\$ -	\$ (2,311,383)	MH Grant goes directly to districts
8587 STATE ADR / LR 1X DISTRICTS		\$ 5,465,085	\$ -	\$ -	\$ -	
8587 INFANT DISCRETIONARY		\$ 70,000	\$ -	\$ -	\$ -	One time revenues removed
8590 STATE MH SELPA	\$ 2,007,864	\$ 2,208,095	\$ 1,859,981	\$ -	\$ (1,859,981)	MH Grant goes directly to districts
8590 STATE MH SB-PIC			\$ 160,000	\$ -	\$ (160,000)	Moved PIC to Local Revenue
8590 STRS-ON BEHALF	\$ 42,986	\$ 47,918	\$ 48,400	\$ 48,400	\$ -	
8590 STATE ADR 1X		\$ 206,230	\$ -	\$ -	\$ -	One time revenues removed
Subtotal Other State	\$ 2,050,850	\$ 10,120,868	\$ 4,379,764	\$ 48,400	\$ (4,331,364)	
TOTAL STATE REVENUE	\$ 31,919,578	\$ 44,699,909	\$ 45,799,636	\$ 41,468,272	\$ (4,331,364)	
LOCAL REVENUE						
8699 OTHER LOCAL REVENUE	\$ 396,331	\$ 979,653	\$ 348,745	\$ 508,745	\$ 160,000	Removed MH reimb for 22-23; added PIC to PLAN "B"
8699 MAA REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	
8660 INTEREST REVENUE	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	
8699 HOUSING REVENUE	\$ 73,188				\$ -	Moved to State Revenue
TOTAL LOCAL REVENUE	\$ 489,519	\$ 999,653	\$ 368,745	\$ 528,745	\$ 160,000	
TOTAL REVENUE	\$ 46,213,315	\$ 70,023,332	\$ 60,625,998	\$ 55,700,515		
TOTAL REVENUE & BEG. BALANCE	\$ 48,940,066	\$ 74,377,073	\$ 64,384,800	\$ 59,459,317		
TOTAL EXPENDITURES	\$ 46,170,482	\$ 70,618,271	\$ 60,660,986	\$ 55,735,230		
ENDING BALANCE	\$ 2,769,584	\$ 3,758,802	\$ 3,723,813	\$ 3,724,086		
DESIGNATED LEGAL RESERVE SELPA	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000		
DESIGNATED MTU IMPROVEMENTS	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000		
DESIGNATED DEFERRED MAINTENANCE	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		
DESIGNATED ECONOMIC CONTINGENCIE	\$ 151,851	\$ 182,834	\$ 150,000	\$ 150,000		
DESIGNATED MENTAL HEALTH CARRYOV	\$ -	\$ 100,000	\$ -	\$ -		
DESIGNATED DISTRICT LEGAL FEES	\$ -	\$ -	\$ -	\$ -		
DESIGNATED MAA FUNDING	\$ 39,309	\$ 30,382	\$ 20,882	\$ 20,882		
DESIGNATED LOW INCIDENCE	\$ -					
DESIGNATED STAFF DEVELOPMENT	\$ 23,219					
DESIGNATED TRANSFER TO DISTRICTS	\$ -					
DESIGNATED SIPE REBATE	\$ 35,246	\$ 35,246	\$ 35,246	\$ 35,246		
DESIGNATED SELPA RESERVE - NON MH	\$ -	\$ -	\$ -	\$ -		
TOTAL DESIGNATED	\$ 874,625	\$ 973,462	\$ 831,128	\$ 831,128		
REMAINING UNDESIGNATED	\$ 1,894,959	\$ 2,785,340	\$ 2,892,685	\$ 2,892,958		

Notes:

AB602 Base Rate increase \$715 to \$820 = 14.68%. COLA is only 5.33% of the increase. SELPA only takes 5.33% COLA on Base Budget
 Appearance of Defecit Spending in 22-23 due to 1x Carryover of \$124,230 from 21-22 ADR Revenues received but not spent

SUMMARY OF EXPENDITURES BY OBJECT CLASSIFICATION					
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OBJECT	DESCRIPTION	ADOPTED	PROJECTED	PROPOSED	PROPOSED
		2021-22	2021-22	2022-23	PLAN "B" 2022-23
SALARIES AND BENEFITS					
1300	SELPA DIRECTOR/COORDINATOR	\$ 284,968	\$ 293,516	\$ 296,453	\$ 296,453
1900	AUDIOLOGIST	\$ 59,090	\$ 60,836	\$ 61,436	\$ 61,436
TOTAL 1000		\$ 344,058	\$ 354,352	\$ 357,889	\$ 357,889
2900	MENTAL HEALTH CLINICIAN/WRAP	\$ 180,614	\$ 186,033	\$ 142,468	\$ 142,468
2900	PROG. SPEC./SUPPORT	\$ -	\$ -		\$ -
2900	BCBA	\$ 193,518	\$ 199,279	\$ 203,599	\$ 203,599
2900	AAC / AT SPECIALIST	\$ 113,520	\$ 116,928	\$ 118,092	\$ 118,092
2910	ACCT/BUSINESS OFFICIAL	\$ 95,688	\$ 120,450	\$ 137,417	\$ 137,417
2400	CLERICAL SALARIES	\$ 116,280	\$ 115,020	\$ 122,388	\$ 122,388
TOTAL 2000		\$ 699,620	\$ 737,710	\$ 723,964	\$ 723,964
3100	S.T.R.S.	\$ 97,760	\$ 107,874	\$ 116,757	\$ 116,757
3200	P.E.R.S.	\$ 96,727	\$ 97,201	\$ 96,333	\$ 96,333
3300	MEDICARE & OASDI	\$ 15,569	\$ 16,624	\$ 15,390	\$ 15,390
3400	HEALTH & WELFARE	\$ 151,344	\$ 156,884	\$ 148,160	\$ 148,160
3500	UNEMPLOYMENT INSURANCE	\$ 537	\$ 5,608	\$ 5,307	\$ 5,307
3600	WORKERS' COMP. INSURANCE	\$ 5,225	\$ 5,799	\$ 5,487	\$ 5,487
TOTAL 3000		\$ 367,162	\$ 389,991	\$ 387,434	\$ 387,434
OTHER OPERATING EXPENSES					
4300	OTHER SUPPLIES	\$ 36,250	\$ 37,750	\$ 19,250	\$ 19,250
4310	INST. MATERIALS	\$ 125,080	\$ 26,500	\$ 173,660	\$ 173,660
4400	NON-CAP. EQUIP.	\$ 5,800	\$ 5,800	\$ 5,800	\$ 5,800
TOTAL 4000		\$ 167,130	\$ 70,050	\$ 198,710	\$ 198,710
5100	SUBAGREEMENTS		\$ 73,988	\$ 73,988	\$ 73,988
5200	TRAVEL & CONFERENCE	\$ 84,980	\$ 86,824	\$ 84,980	\$ 84,980
5300	DUES	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
5450	INSURANCE	\$ 5,050	\$ 5,050	\$ 6,100	\$ 6,100
5600	RENTS	\$ 73,188	\$ 74,388	\$ 74,388	\$ 74,388
5810	AUDIT	\$ 13,000	\$ 13,000	\$ 13,200	\$ 13,200
5830	LEGAL	\$ -	\$ 418,990	\$ -	\$ -
5840	ADVERTISING	\$ 500	\$ 500	\$ 600	\$ 600
5850	MIS SERVICES	\$ 100,812	\$ 94,812	\$ 100,812	\$ 100,812
5800	AUDIOLOGIC SERVICES	\$ -	\$ 3,000	\$ 3,000	\$ 3,000
5800	CONTRACTS	\$ 7,360	\$ 224,110	\$ 150,815	\$ 150,815
5860	CONTRACTS	\$ 743,610	\$ 565,399	\$ 590,624	\$ 590,624
5860	DEFERRED MAINTENANCE	\$ 25,000	\$ 10,000	\$ 25,000	\$ 25,000
5890	NPS PLACEMENTS	\$ 360,000	\$ 50,000	\$ 360,000	\$ 360,000
5890	NPS MH PLACEMENTS	\$ 1,910,000	\$ 500,000	\$ 1,910,000	\$ 600,000
5910	TELEPHONES	\$ 33,240	\$ 27,360	\$ 33,000	\$ 33,000
TOTAL 5000		\$ 3,360,240	\$ 2,150,921	\$ 3,430,007	\$ 2,120,007
6100	SITE IMPROVEMENT	\$ 5,390	\$ 18,760	\$ 5,828	\$ 5,828
7141	STATE RESI. SCHOOLS	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
7200	TRANSFERS TO LEAS - FUND 01		\$ 4,725,276	\$ 1,727,374	\$ 1,727,374
		\$ 41,166,816			
7200	TRANSFERS TO LEAS - FUND 10		\$ 62,141,211	\$ 53,799,780	\$ 50,184,024
TOTAL 7000		\$ 41,196,816	\$ 66,896,487	\$ 55,557,154	\$ 51,941,398
TOTAL EXPENDITURES		\$ 46,140,417	\$ 70,618,271	\$ 60,660,986	\$ 55,735,230

SUMMARY OF DIRECT COST BY PROGRAM

	ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23	PROPOSED PLAN "B" 2022-23
ADMINISTRATION AND SUPPORT	\$ 2,852,693	\$ 1,588,885	\$ 1,611,486	\$ 1,611,486
MENTAL HEALTH SERVICES	\$ 2,921,984	\$ 1,249,362	\$ 2,614,373	\$ 1,304,373
PROFESSIONAL DEVELOPMENT	\$ 73,209	\$ 106,630	\$ 45,954	\$ 45,954
LOW INCIDENCE SERVICES	\$ 347,406	\$ 260,874	\$ 399,850	\$ 399,850
MEDICAL THERAPY UNITS	\$ 12,140	\$ 40,187	\$ 21,428	\$ 21,428
MAA	\$ 4,700	\$ 27,050	\$ 9,500	\$ 9,500
ADR Grants	\$ 94,287	\$ 139,558	\$ 92,001	\$ 92,001
MISCELLANEOUS		\$ 99,238	\$ 99,238	\$ 99,238
SB - PIC		\$ 240,000	\$ 210,000	\$ 210,000
TOTAL DIRECT COSTS	\$ 6,306,419	\$ 3,751,784	\$ 5,103,831	\$ 3,793,831
FUND 01 TRANSFERS TO LEAS	\$ 720,779	\$ 4,725,276	\$ 1,757,374	\$ 1,757,374
FUND 10 TRANSFERS TO LEAS	\$39,490,690	\$ 62,141,211	\$ 53,799,780	\$ 50,184,024
TOTAL TRANSFERS	\$40,211,469	\$ 66,866,487	\$ 55,557,154	\$ 51,941,398
TOTAL COSTS	\$46,517,888	\$ 70,618,271	\$ 60,660,986	\$ 55,735,230

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

SELPA ADMINISTRATION AND SUPPORT

GOAL STATEMENT

To provide administrative support and services to all special education programs and staff in Santa Barbara County and to manage SELPA administrative office activities.

PROGRAM DESCRIPTION SUMMARY

This program is responsible for the administration of the SBCSELPA administrative office including the fiscal, personnel and program functions. Other functions of the program include program review and evaluation, data collection and operation of the management information system, local plan development, legal services, nonpublic school and agency services and coordination of interagency agreements.

Costs attributable to the program include the SELPA Executive Director's and SELPA Coordinator's salaries and the salaries of the clerical staff, legal services, and nonpublic school and agency placements. Additional costs include office supplies, travel and conference expenses and SELPA capital outlay purchases.

ADMINISTRATION AND SUPPORT					
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OBJECT DESCRIPTION		ADOPTED	PROJECTED	PROPOSED	PROPOSED
		2021-22	2021-22	ADOPTED	"PLAN B"
2022-23					
2022-23					
REVENUE					
8182	PRE-K 3315	\$ 10,882	\$ 10,901	\$ 11,240	\$ 11,240
8182	ADR FEDERAL		\$ 22,500	\$ 15,000	\$ 15,000
8311	AB 602 REVENUE	\$ 897,170	\$ 919,703	\$ 968,723	\$ 968,723
8311	AB 602 REGIONALIZED SVC	\$ 360,890	\$ 369,956	\$ 389,672	\$ 389,672
8311	AB 602 REVENUE - FOR VANS	\$ -	\$ -	\$ -	\$ -
8311	REGIONAL HOUSING TRANSFER	\$ 73,188	\$ 74,388	\$ 74,388	\$ 74,388
8311	TO MTU TAB			\$ (21,428)	\$ (21,428)
8590	STRS ON BEHALF			\$ 48,400	
8660	INTEREST	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
8699	DISTRICT REIMB. BCBA	\$ 236,331	\$ 237,798	\$ 249,507	\$ 249,507
TOTAL REVENUE		\$ 1,598,461	\$ 1,655,247	\$ 1,755,502	\$ 1,707,102
EXPENDITURES					
1300	SELPA DIRECTOR	\$ 123,624	\$ 127,333		\$ 241,086
1300	SELPA COORDINATOR	\$ 108,122	\$ 111,365	\$ 241,086	\$ -
2900	BCBAs	\$ 193,518	\$ 199,279	\$ 203,599	\$ 203,599
2400	CLERICAL SALARIES	\$ 89,730	\$ 89,076	\$ 95,040	\$ 95,040
2910	ACCT/BUSINESS OFFICIAL	\$ 76,550	\$ 96,360	\$ 109,933	\$ 109,933
3100	STRS	\$ 23,754	\$ 40,438	\$ 94,619	\$ 94,619
3200	PERS	\$ 41,624	\$ 70,137	\$ 71,701	\$ 71,701
3300	MEDICARE INSURANCE	\$ 10,223	\$ 9,103	\$ 9,472	\$ 9,472
3400	HEALTH & WELFARE	\$ 100,590	\$ 91,882	\$ 93,422	\$ 93,422
3500	UNEMPLOYMENT INSURANCE	\$ 353	\$ 3,319	\$ 3,266	\$ 3,266
3600	WORKERS ' COMP. INSURANCE	\$ 3,631	\$ 3,246	\$ 3,378	\$ 3,378
3000s	BENEFIT ADJUSTMENTS			\$ (810)	\$ (810)
TOTAL SALARIES/BENEFITS		\$ 771,719	\$ 841,539	\$ 924,706	\$ 924,706
4300	OTHER SUPPLIES	\$ 19,000	\$ 15,000	\$ 19,000	\$ 19,000
4400	NON-CAPITALIZED EQUIP.	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800
5200	TRAVEL/MILEAGE STIPENDS	\$ 36,000	\$ 20,040	\$ 36,000	\$ 36,000
5300	DUES	\$ 3,000	\$ 2,700	\$ 3,000	\$ 3,000
5450	INSURANCE	\$ 4,400	\$ 5,050	\$ 6,100	\$ 6,100
5600	RENTS	\$ 73,188	\$ 74,388	\$ 74,388	\$ 74,388
5800	DATA PROCESSING SERVICES	\$ 7,000	\$ 15,000	\$ 15,000	\$ 15,000
5810	AUDIT	\$ 6,500	\$ 6,400	\$ 6,600	\$ 6,600
5830	LEGAL SERVICES-DISTRICTS	\$ -	\$ 418,990	\$ -	\$ -
5830	LEGAL SERVICES-SELPA	\$ -			\$ -
5840	ADVERTISING	\$ 500	\$ 565	\$ 600	\$ 600
5850	MIS SERVICES	\$ 100,812	\$ 94,812	\$ 100,812	\$ 100,812
5860	CONTRACTS	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000
5860	*HOUSING-DEFERRED MAINT.	\$ 25,000	\$ 10,000	\$ 25,000	\$ 25,000
5890	NPS PLACEMENTS (Non-MH)	\$ 360,000	\$ 50,000	\$ 360,000	\$ 360,000
5910	TELEPHONE/INTERNET	\$ 24,000	\$ 8,600	\$ 14,480	\$ 14,480
TOTAL OTHER DIRECT EXPENSES		\$ 685,200	\$ 747,345	\$ 686,780	\$ 686,780
TOTAL DIRECT EXPENSES		\$ 1,456,919	\$ 1,588,885	\$ 1,611,486	\$ 1,611,486
These are indicated on Transfers to districts					
7141	STATE RESI. SCHOOLS	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
7281	TRANSFER TO DIST.	\$ -	\$ 383,174	\$ -	
7282	TRANSFER TO CEO	\$ -	\$ 4,230		
TOTAL TRANSFERS		\$ 30,000	\$ 417,404	\$ 30,000	\$ 30,000
TOTAL EXPENDITURES		\$ 1,486,919	\$ 2,006,289	\$ 1,641,486	\$ 1,641,486
SURPLUS/DEFICIT		\$ 111,542	\$ (351,042)	\$ 114,016	\$ 65,616
SURPLUS/DEFICIT w/o EFB Transfers		\$ 141,542	\$ 36,362	\$ 114,016	\$ 65,616

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MENTAL HEALTH SERVICES

GOAL STATEMENT

To provide Mental Health services to special education students and programs in Santa Barbara County.

PROGRAM DESCRIPTION SUMMARY

This program is responsible for the administration of AB114 Mental Health DIS related services.

Costs attributable to the program include the Mental Health Clinician, WRAP Coordinator, WRAP Services, MH Program Specialist, instructional materials, Nonpublic School Placements for students with a Mental Health diagnosis and contracts for Nonpublic Agency Mental Health services for students with these services included on their IEP.

MENTAL HEALTH						Notes
OBJECT DESCRIPTION		PROPOSED ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23	PROPOSED "PLAN B" 2022-23	
BEGINNING BALANCE			\$ 100,000	\$ 1,604,852	\$ 1,604,852	
REVENUE						
8182	FEDERAL MH ADA ALLOCATION	\$ 754,120	\$ 754,119	\$ 754,119	\$ -	
8311	AB602 OFF THE TOP				\$ 1,304,373	
8590	STATE MH APPORTIONMENT	\$ 1,946,377	\$ 2,208,095	\$ 1,860,253	\$ -	
8590	DISTRICT/CEO/AGENCY REIMB. FOR SERVICES		\$ (208,000)		\$ -	Moved SB-PIC to own program
TOTAL REVENUE		\$ 2,700,497	\$ 2,754,214	\$ 2,614,372	\$ 1,304,373	
EXPENDITURES						
1300	SELPA CERTIFICATED SALARY OFFSET	\$ 53,222	\$ 54,819	\$ 55,367	\$ 55,367	
2900	MENTAL HEALTH MANAGER	\$ 96,984	\$ 99,894	\$ 115,995	\$ 115,995	
2900	WRAP COORDINATOR	\$ 83,630	\$ 86,139		\$ -	WRAP Coordinator Resigned, not replaced.
2900	MH PROGRAM SPEC. OR SUPERVISION					Increased MH Clinician to Manager per proposal;
2910	ACCT/BUSINESS OFFICIAL	\$ 19,138	\$ 24,090	\$ 27,483	\$ 27,483	
2400	CLERICAL SALARY	\$ 26,550	\$ 25,944	\$ 27,348	\$ 27,348	
3100	STRS	\$ 5,455	\$ 9,275	\$ 10,575	\$ 10,575	
3200	PERS	\$ 19,901	\$ 18,173	\$ 13,422	\$ 13,422	
3300	MEDICARE & OASDI INSURANCE	\$ 4,489	\$ 4,073	\$ 3,920	\$ 3,920	Moved SB-PIC to own Program
3400	HEALTH & WELFARE	\$ 38,754	\$ 41,189	\$ 31,054	\$ 31,054	
3500	UNEMPLOYMENT INSURANCE	\$ 155	\$ 1,380	\$ 1,352	\$ 1,352	
3600	WORKERS' COMP. INSURANCE	\$ 1,594	\$ 1,426	\$ 1,397	\$ 1,397	
TOTAL SALARIES/BENEFITS		\$ 349,872	\$ 366,402	\$ 287,913	\$ 287,913	
4300	INSTRUCTIONAL MATERIALS - WRAP	\$ 10,000	\$ 4,000	\$ 5,000	\$ 5,000	
4300	INSTRUCTIONAL MATERIALS - GROW	\$ 7,000	\$ -	\$ -	\$ -	
4400	NONCAPITALIZED EQUIPMENT	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
5200	TRAVEL/CONFERENCE-SELPA STAFF	\$ 40,000	\$ 28,000	\$ 40,000	\$ 40,000	
5300	DUES	\$ 500	\$ 500	\$ 500	\$ 500	
5800	DATA PROCESSING	\$ 360	\$ 360	\$ 360	\$ 360	
5810	AUDIT	\$ -	\$ 6,400	\$ 6,600	\$ 6,600	
5860	WRAPAROUND TEAM	\$ 310,000	\$ 310,000	\$ 332,000	\$ 332,000	
5860	STAFF DEVELOPMENT - SELPA-WIDE	\$ 14,750	\$ 14,750			
5860	STAFF DEVELOPMENT - GROW	\$ 3,500	\$ 3,500			
5860	STAFF DEVELOPMENT - CPS TRAINING	\$ 6,750	\$ 6,750			
5860	CONTRACTS	\$ 5,700	\$ 5,700	\$ 20,000	\$ 20,000	
5890	NPS PLACEMENTS - Fed		\$ 500,000	\$ 754,120	\$ -	
5890	NPS PLACEMENTS - State	\$ 1,910,000	\$ -	\$ 1,155,880	\$ 600,000	Reduce NPS Pool to \$600,000 for Small Districts
5910	TELEPHONE/INTERNET	\$ 9,000	\$ -	\$ 9,000	\$ 9,000	
TOTAL OTHER DIRECT EXPENSES		\$ 2,320,560	\$ 882,960	\$ 2,326,460	\$ 1,016,460	
TOTAL DIRECT EXPENSES		\$ 2,670,432	\$ 1,249,362	\$ 2,614,373	\$ 1,304,373	
7281	TRANSFER TO DIST.	\$ -	\$ 1,311,240		\$ -	
7282	TRANSFER TO CEO	\$ -	\$ 28,317		\$ -	
TOTAL TRANSFERS		\$ -	\$ 1,339,557	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 2,670,432	\$ 2,588,919	\$ 2,614,373	\$ 1,304,373	
SURPLUS/DEFICIT		\$ 30,065	\$ 1,604,852	\$ 1,604,851	\$ 1,604,852	

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

PROFESSIONAL DEVELOPMENT

GOAL STATEMENT

To provide leadership in the implementation of a special education comprehensive system of personnel development.

PROGRAM DESCRIPTION SUMMARY

This program includes three levels of professional development; district, area and SELPA-wide using participants in the assessment of need and the planning and implementation of the activities.

Costs include contracts for consultant services, supplies and travel expenses.

PROFESSIONAL DEVELOPMENT				
OBJECT DESCRIPTION		ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23
BEGINNING BALANCE				
Board Approved 19-20 EFB for 21-22 CPI Training		\$ 23,219	\$ 18,263	
Board Approved 20-21 EFB for 21-22 Free PD			\$ 16,952	
REVENUE				
8182	PRESCHOOL GRANT	\$ 3,385	\$ 4,349	\$ 4,349
8311	K-12 GRANT	\$ 24,605	\$ 24,605	\$ 24,605
8311	AB 602 REVENUE Regular PD	\$ 10,000	\$ 10,000	\$ 10,000
8311	AB 602 REVENUE CPI	\$ 12,000	\$ 12,000	\$ 12,000
8311	AB 602 REVENUE CPI-Recert		\$ 5,921	\$ -
8699	SELPA-WIDE FEES		\$ 19,540	
TOTAL REVENUE + BEG BALANCE		\$ 73,209	\$ 111,630	\$ 50,954
EXPENDITURES				
4300	INST. MATERIALS	\$ 2,500	\$ 5,000	\$ 2,500
4300	OFFICE SUPPLIES			
5200	TRAVEL & CONFERENCE			
5300	DUES			
5800	CONTRACTED SERVICES	\$ 70,709	\$ 77,676	\$ 23,849
5800	CONTRACTED SERVICES District PD		\$ 23,954	\$ 19,605
TOTALDIRECT EXPENDITURES		\$ 73,209	\$ 106,630	\$ 45,954
7281	Transfer to Districts for PD Reimb.		\$ 5,000	\$ 5,000
TOTAL EXPENDITURES		\$ 73,209	\$ 111,630	\$ 50,954

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MEDICAL THERAPY UNITS

GOAL STATEMENT

To provide medical assessment, physical and occupational therapy to students eligible for California Childrens' Services.

PROGRAM DESCRIPTION SUMMARY

California Childrens' services of the Santa Barbara county health care services provides the staff to conduct initial and follow-up medical examinations and subsequent prescriptions for occupational and physical therapy. The SBCSELPA is mandated to provide facilities, materials and equipment.

MEDICAL THERAPY UNIT

OBJECT	DESCRIPTION	PROPOSED ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23
REVENUE				
8990	CONTRIBUTION FROM AB602	\$ -	\$ 40,187	\$ 21,428
TOTAL REVENUE		\$ -	\$ 40,187	\$ 21,428
EXPENDITURES				
4300	INST. MATERIALS	\$ 6,500	\$ 6,500	\$ 6,500
4300	OFFICE SUPPLIES	\$ 250	\$ 250	\$ 250
4400	NON-CAPITALIZED EQUIP.	\$ -	\$ -	\$ -
5800	CONTRACTED SERVICES	\$ 5,390	\$ 5,827	\$ -
5910	TELEPHONE		\$ 8,850	\$ 8,850
6100	SITE IMPROVEMENT	\$ 18,760	\$ 18,760	\$ 5,828
TOTAL EXPENDITURES		\$ 30,900	\$ 40,187	\$ 21,428

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

LOW INCIDENCE EQUIPMENT, MATERIALS AND SERVICES

GOAL STATEMENT

To provide equipment for children with low incidence disabilities in order to meet the goals and objectives on their individualized education programs.

PROGRAM DESCRIPTION SUMMARY

Funding is provided by the California Department of Education to purchase equipment and instructional materials and provide services for students with disabling conditions of hard of hearing, deaf, deaf/blind, orthopedically impaired, or visually impaired. Low Incidence funding pays for the SELPA Audiologist's salary and benefits to provide audiology services to students throughout Santa Barbara County who have hearing disabilities and the AAC/AT Specialist who provides assistive technology equipment and services to students throughout the County.

LOW INCIDENCE EQUIPMENT, MATERIALS & SERVICES

OBJECT	DESCRIPTION	ADOPTED 2021-22	PROJECTED 2021-22	ADOPTED 2022-23
BEGINNING BALANCE			\$ 1,106,195	-76
REVENUE				
8311	LOW INCIDENCE APPORTIONMENT	\$ 1,302,753	\$ 1,491,600	\$ 1,491,600
8311	LOW INCIDENCE Through Fund 10		\$ (114,796)	\$ (114,796)
TOTAL REVENUE & BEGINNING BAL		\$ 1,302,753	\$ 2,482,999	\$ 1,376,728
EXPENDITURES				
1000	AUDIOLOGIST	\$ 59,090	\$ 61,256	\$ 61,436
2000	AAC/AT	\$ 113,520	\$ 116,928	\$ 118,092
3100	STRS			\$ 11,562
3200	PERS			\$ 10,191
3300	MEDICARE INSURANCE			\$ 2,575
3400	HEALTH & WELFARE	\$ 48,586	\$ 48,540	\$ 23,877
3500	UNEMPLOYMENT INSURANCE			\$ 888
3600	WORKERS ' COMP. INSURANCE			\$ 918
TOTAL SALARIES/BENEFITS		\$ 221,196	\$ 226,724	\$ 229,540
4310	INST. MATERIALS	\$ 105,580	\$ 25,000	\$ 149,160
4310	INST. MATERIALS AT/AC	\$ 10,000	\$ 1,000	\$ 10,000
4310	INST. MATERIALS AUDIO	\$ 500	\$ 500	\$ 500
5200	TRAVEL AAC/AT	\$ 6,890		
5200	TRAVEL AAC/AT MILEAGE		\$ 5,000	\$ 5,000
5200	TRAVEL AUDIO		\$ 1,980	\$ 1,980
5800	CONTRACTED SERVICE	\$ 3,000	\$ -	\$ 3,000
5910	PHONE AUDIOLOGIST	\$ 240	\$ 250	\$ 250
5910	PHONE AAC/AT		\$ 420	\$ 420
TOTAL OTHER DIRECT EXPENSES		\$ 126,210	\$ 34,150	\$ 170,310
TOTAL DIRECT EXPENSES		\$ 347,406	\$ 260,874	\$ 399,850
7281/2	REIMB. TO LEAS		\$ 2,222,201	\$ 977,030
TOTAL TRANSFERS		\$ 955,347	\$ 2,222,201	\$ 977,030
TOTAL EXPENDITURES		\$ 1,302,753	\$ 2,483,075	\$ 1,376,880

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MAA – MEDI-CAL BILLING

GOAL STATEMENT

To provide related MEDI-CAL services to children in Special Education in Santa Barbara County.

PROGRAM DESCRIPTION SUMMARY

Funding generated by SELPA staff through MAA MEDI-CAL billing has been used to fund books and test kits for the SELPA library, additional professional development activities and office furniture and supplies for the SELPA office.

MAA

OBJECT	DESCRIPTION	ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2021-22
REVENUE				
8699	MAA Revenue	\$ -	\$ 23,494	
8699	Fees	\$ -	\$ 2,800	
TOTAL REVENUE		\$ -	\$ 26,294	\$ -
EXPENDITURES				
4300	Other Supplies	\$ -		
4300	Supplies		\$ 19,550	\$ -
5200	Travel	\$ 2,000	\$ 2,000	\$ 2,000
5860	Contracted Services	\$ 2,700	\$ 5,500	\$ 5,500
5860	Contracted Services		\$ 2,000	\$ 2,000
TOTAL EXPENDITURES		\$ 4,700	\$ 27,050	\$ 9,500
Reserve		\$ 39,309	\$ 30,382	\$ 20,882

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

ALTERNATIVE DISPUTE RESOLUTION GRANT

GOAL STATEMENT

To provide dispute resolution services to LEAS in Santa Barbara County.

PROGRAM DESCRIPTION SUMMARY

Dispute resolution is funded through an Alternative Dispute Resolution grant awarded to the Santa Barbara county SELPA. The SELPA has trained an ADR team to provide Dispute Resolution services to parents and LEAS.

ALTERNATIVE DISPUTE RESOLUTION

OBJECT	DESCRIPTION	ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23
	BEGINNING BALANCE			\$ 124,230
	Move Beginning Balance to OPIC			\$ (50,000)
	REVENUE			
8182	ADR Revenue 20-21	\$ 14,601	\$ 14,601	
8182	ADR Revenue 20-21 COVID	\$ 79,686	\$ 79,686	\$ -
8182	ADR Revenue 21-22		\$ 17,771	\$ -
8182	ADR Revenue 22-23			\$ 17,771
8182	Transfer to Admin & Support		\$ (22,500)	
8590	ADR Revenue 21-22		\$ 206,230	\$ -
8590	ADR Revenue 21-22 Xfer to PIC		\$ (32,000)	
TOTAL REVENUE + BEG BALANCE		\$ 94,287	\$ 263,788	\$ 92,001
	EXPENDITURES			
4300	Other Supplies			
5200	Travel		\$ 20,000	
5800	Contracted Services State		\$ 30,000	\$ 74,230
5800	Contracted Services Fed	\$ 94,287	\$ 89,558	\$ 17,771
TOTAL EXPENDITURES		\$ 94,287	\$ 139,558	\$ 92,001
Ending Balance Carryover			\$ 124,230	\$ -

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

TRANSFERS TO DISTRICTS

GOAL STATEMENT

To provide pass-through funding of special education revenue to the LEAs.

PROGRAM DESCRIPTION SUMMARY

SELPA receives all special education funding from the Administrative Unit and allocated those funds to the member LEAs. SELPA also transfers LCI funding received by the SELPA to districts and the county office based on the calculations as outlined in the SELPA Local Plan.

TRANSFERS TO LEAS

FUND 01			ADOPTED	PROJECTED	PROPOSED	PROPOSED
OBJECT DESCRIPTION			2021-22	2021-22	2022-23	"PLAN B" 2022-23
REVENUE						
8590	OUT OF HOME CARE		\$ 720,779	745,344	745,344	745,344
TOTAL FUND 01 REVENUE			\$ 720,779	\$ 745,344	\$ 745,344	\$ 745,344
EXPENDITURES						
7141	STATE RESI. SCHOOLS		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
7280	TRANSFER TO LEAs	AB602 Ending Fund Balance	\$ -	\$ 383,174	\$ -	\$ -
7280	TRANSFER TO LEAs	Mental Health Ending Fund Balance		\$ 1,339,557	\$ -	\$ -
7280	TRANSFER TO LEAs	Low Incidence		\$ 2,222,201	\$ 977,030	\$ 977,030
7280	TRANSFER TO LEAs	Staff Development		\$ 5,000	\$ 5,000	\$ 5,000
7280	TRANSFER TO LEAs	OUT OF HOME CARE	\$ 720,779	745,344	745,344	\$ 745,344
TOTAL FUND 01 EXPENDITURES			\$ 720,779	\$ 4,725,276	\$ 1,757,374	\$ 1,757,374
FUND 10						
REVENUE						
FEDERAL REVENUE						
8287	IDEA LOCAL ASSISTANCE		\$ 12,514,553	\$ 13,116,469	\$ 13,116,469	\$ 13,116,469
8287	IDEA LOCAL ASSISTANCE	Prior Year Carryover		\$ 6,468,567	\$ -	\$ -
8287	IDEA PRE-K		\$ 423,606	\$ 413,464	\$ 426,337	\$ 426,337
8287	IDEA PRE-K	Prior Year Carryover		\$ 246,470	\$ -	\$ -
8287	IDEA INFANT			\$ 127,331	\$ 127,331	\$ 127,331
8287	IDEA K-22 ARP	AMERICAN RESCUE PLAN		\$ 2,827,752	\$ -	\$ -
8287	IDEA PRE-K ARP	AMERICAN RESCUE PLAN		\$ 242,290	\$ -	\$ -
TOTAL FUND 10 FEDERAL REVENUE			\$ 12,938,159	\$ 23,442,343	\$ 13,670,137	\$ 13,670,137
STATE REVENUE						
8311	AB 602 REVENUE		\$ 26,552,531	\$ 28,487,598.23	35,816,201	34,511,828
8311	INFANT ENTITLEMENT			\$ 2,552,645.17	2,002,135	2,002,135
8587	STATE MH APPORTIONMENT			\$ 2,123,540.00	2,311,383	0
8587	ADR		0	\$ 824,918.00	0	0
8587	LEARNING RECOVERY		0	\$ 4,640,167.00	0	0
8587	INFANT DISCRETIONARY		0	\$ 70,000.00	0	0
TOTAL FUND 10 STATE REVENUE			\$ 26,552,531	\$ 38,698,868	\$ 40,129,719	\$ 36,513,963
TOTAL FUND 10 REVENUE			\$ 39,490,690	\$ 62,141,211	\$ 53,799,856	\$ 50,184,100
EXPENDITURES						
7200	FUND 10 TRANSFERS TO LEAS		\$ 39,490,690	\$ 62,141,211	\$ 53,799,856	\$ 50,184,100
TOTAL EXPENDITURES			\$ 39,490,690	\$ 62,141,211	\$ 53,799,856	\$ 50,184,100
GRAND TOTAL TRANSFER REVENUE			\$ 40,211,469	\$ 62,886,555	\$ 54,545,200	\$ 50,929,444
GRAND TOTAL TRANSFER EXPENDITURES			\$ 40,211,469	\$ 66,866,487	\$ 55,557,230	\$ 51,941,474

FUND 10

			PROJECTED	PROPOSED	PROPOSED	Notes
			2021-22	ADOPTED	"PLAN B"	
			2022-23			
Resource	FEDERAL REVENUE					
3310 8287	Federal IDEA Local Assistance	\$	12,759,211	\$ 13,116,469	\$ 13,116,469	
3310 8287	Federal IDEA Local Assistance	\$	6,468,567	\$ -	\$ -	20-21 Prior Year not accrued
3315 8287	Federal IDEA Preschool	\$	413,464	\$ 426,337	\$ 426,337	
3315 8287	Federal IDEA Preschool	\$	246,470	\$ -	\$ -	20-21 Prior Year not accrued
3385 8287	Federal IDEA Infant	\$	127,331	\$ 127,331	\$ 127,331	
3305 8287	Federal IDEA Local Assistance AR	\$	2,827,752	\$ -	\$ -	New ARP 21-22 Only
3308 8287	Federal IDEA Preschool ARP	\$	242,290	\$ -	\$ -	New ARP 21-22 Only
TOTAL FEDERAL REVENUE			\$ 23,085,085	\$ 13,670,137	\$ 13,670,137	
STATE REVENUE						
6500 8311	AB 602 REVENUE	\$	29,038,108	\$ 35,816,201	\$ 34,511,828	
6510 8311	INFANT ENTITLEMENT	\$	2,002,135	\$ 2,002,135	\$ 2,002,135	
6546 8587	STATE MH APPORTIONMENT	\$	2,123,541	\$ 2,311,383	\$ -	
6536 8587	ADR	\$	824,918	\$ -	\$ -	
6537 8587	LEARNING RECOVERY	\$	4,640,167	\$ -	\$ -	
6515 8587	INFANT DISCRETIONARY	\$	70,000	\$ -	\$ -	Did not Accrue 70,000 from 20-21
TOTAL STATE REVENUE			\$ 38,698,869	\$ 40,129,719	\$ 36,513,963	
LOCAL REVENUE			\$ -			
TOTAL LOCAL REVENUE						
TOTAL REVENUE			\$ 61,783,954	\$ 53,799,856	\$ 50,184,100	
TOTAL EXPENDITURES						
			ADD from Funding Model			
3310 7211	Federal Passthrough to Districts	\$	12,606,457	\$ 12,959,438	\$ 12,959,438	
3310 7212	Federal Passthrough to COE	\$	152,754	\$ 157,031	\$ 157,031	
3310 7211	Federal Passthrough to Districts	\$	6,373,937	\$ -	\$ -	20-21 amounts not claimed in 20-21
3310 7212	Federal Passthrough to COE	\$	94,630	\$ -	\$ -	20-21 amounts not claimed in 20-21
3315 7211	Federal Passthrough to Districts	\$	405,082	\$ 417,694	\$ 417,694	
3315 7212	Federal Passthrough to COE	\$	8,382	\$ 8,643	\$ 8,643	
3315 7211	Federal Passthrough to Districts	\$	238,095	\$ -	\$ -	20-21 amounts not claimed in 20-21
3315 7212	Federal Passthrough to COE	\$	8,375	\$ -	\$ -	20-21 amounts not claimed in 20-21
3385 7212	Federal IDEA Infant to COE	\$	127,331	\$ 127,331	\$ 127,331	
3305 7211	Federal Passthrough to Districts	\$	2,793,898	\$ -	\$ -	New ARP 21-22 Only
3305 7212	Federal Passthrough to COE	\$	33,854	\$ -	\$ -	New ARP 21-22 Only
3308 7211	Federal Passthrough to Districts	\$	237,378	\$ -	\$ -	New ARP 21-22 Only
3308 7212	Federal Passthrough to COE	\$	4,912	\$ -	\$ -	New ARP 21-22 Only
6500 7221	Transfer of Apportionment to Districts	\$	28,487,598	\$ 35,202,387	\$ 33,920,368	
6500 7222	Transfer of Apportionment to COE	\$	550,510	\$ 613,814	\$ 591,460	
6510 7221	Transfer of Apportionment to Districts	\$	-	\$ -	\$ -	
6510 7222	Transfer of Apportionment to COE	\$	2,002,135	\$ 2,002,135	\$ 2,002,135	
6536 7211	State Passthrough to Districts	\$	815,808	\$ -	\$ -	
6536 7212	State Passthrough to COE	\$	9,111	\$ -	\$ -	
6537 7211	State Passthrough to Districts	\$	4,588,919	\$ -	\$ -	
6537 7212	State Passthrough to COE	\$	51,248	\$ -	\$ -	
6546 7211	State Passthrough to Districts	\$	2,098,519	\$ 2,284,398	\$ -	
6546 7212	State Passthrough to COE	\$	25,021	\$ 26,985	\$ -	
6515 7212	State Passthrough to COE	\$	70,000	\$ -	\$ -	
TOTAL EXPENDITURES			\$ 61,783,955	\$ 53,799,856	\$ 50,184,100	

MISCELLANEOUS

OBJECT	DESCRIPTION	ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23
REVENUE				
8699	UCSB GSER Reimb.	\$ -	\$ 73,988	\$ 73,988
8699	CAPTAIN	\$ -	\$ 25,250	\$ 25,250
TOTAL REVENUE		\$ -	\$ 99,238	\$ 99,238
EXPENDITURES				
4300	Other Supplies			
4300	Supplies			
5200	Travel			
5100	Contracted Services		\$ 73,988	\$ 73,988
5860	Contracted Services		\$ 25,250	\$ 25,250
TOTAL EXPENDITURES		\$ -	\$ 99,238	\$ 99,238

SIPE Reserve	\$ 35,246	\$ 35,246	\$ 35,247
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MISCELLANEOUS

OBJECT	DESCRIPTION	ADOPTED 2021-22	PROJECTED 2021-22	PROPOSED ADOPTED 2022-23
REVENUE				
8699	UCSB GSER Reimb.	\$ -	\$ 73,988	\$ 73,988
8699	CAPTAIN	\$ -	\$ 25,250	\$ 25,250
TOTAL REVENUE		\$ -	\$ 99,238	\$ 99,238
EXPENDITURES				
4300	Other Supplies			
4300	Supplies			
5200	Travel			
5100	Contracted Services		\$ 73,988	\$ 73,988
5860	Contracted Services		\$ 25,250	\$ 25,250
TOTAL EXPENDITURES		\$ -	\$ 99,238	\$ 99,238

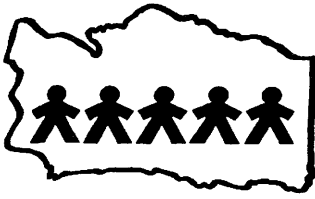
SIPE Reserve	\$ 35,246	\$ 35,246	\$ 35,247
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Santa Barbara Psychology Internship Consortium (SB-PIC)
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OBJECT	DESCRIPTION	PROPOSED		PROPOSED
		PROJECTED 2021-22	ADOPTED 2022-23	"PLAN B" 2022-23
BEGINNING BALANCE	From State ADR		\$ 50,000	\$ 50,000
REVENUE				
8590	DISTRICT MH for PIC	\$ 168,000	\$ 160,000	
8699	DISTRICT PIC Reimbursement to SELPA			\$ 160,000
8699	SELPA MENTAL HEALTH BARBARA	\$ 40,000		\$ -
	ADR for PIC INTERN	\$ 32,000		
TOTAL REVENUE		\$ 240,000	\$ 160,000	\$ 160,000

EXPENDITURES

2900	Clinical Psychologist Superviosr	\$ 38,952.84	\$ 26,473.25	\$ 26,473.25
3000	Benefits	\$ 960.94	\$ 653.10	\$ 653.10
4300	Supplies	\$ 17	\$ -	\$ -
5200	Travel			
5860	Other PIC Costs - Fingerprints, Accreditation	\$ 2,363	\$ 2,500	\$ 2,500
5860	Contracted Services DISTRICTS	\$ 126,000	\$ 120,000	\$ 120,000
5860	Contracted Services BARBARA	\$ 30,000	\$ 50,000	\$ 50,000
5860	Contracted Services FSA	\$ 24,000	\$ -	\$ -
5860	STIPENDS & OTHER COSTS	\$ 17,706	\$ 10,374	\$ 10,374
TOTAL EXPENDITURES		\$ 240,000	\$ 210,000	\$ 210,000



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

Date: May 2, 2022
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Resignation Notification from Stephan Salter, SBCSELPA Mental Health Specialist

BACKGROUND:

- Stephan Salter notified Ray Avila in a letter dated April 11, 2022 that he will be resigning from his position as an SBCSELPA Mental Health Specialist effective June 30, 2022, upon completion of his contract for the 2021-2022 school year.
- Mr. Salter is to be commended for the work he accomplished in the three years he served our County at SBCSELPA. He is appreciated for being a respected colleague and will continue to do great work in the years to come.
- Mr. Salter's resignation will result in a 1.0 FTE vacancy for the SBCSELPA Mental Health Specialist. The SBCSELPA will not be seeking to fill this position at this time. All Mental Health Specialist duties will be assigned to the other SBCSELPA Mental Health Specialist.

RA:lm

Stephan Salter, LMFT
2735 Miradero Drive
Santa Barbara, Ca. 93105

April 11, 2022

Dr. Ray Avila
Santa Barbara County SELPA
5385 Hollister Ave. Building 7
Santa Barbara, Ca. 93111

Dr. Avila,

Please accept this letter as formal notice of my resignation from the Santa Barbara County SELPA upon completion of my 2021-2022 contract as a Mental Health Specialist.

Thank you for the opportunity to have served the Santa Barbara County community over these last three years. I have very much enjoyed working alongside my SBCSELPA colleagues, and am deeply grateful for the time and experience in this workplace.

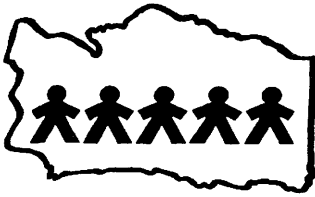
I remain committed to fulfilling my remaining duties as a Mental Health Specialist, and to supporting a smooth transition as my time with the SBCSELPA nears its end. I have every intention of assisting you, my SBCSELPA colleagues, and partners throughout Santa Barbara County with this change.

I look forward to our ongoing collaboration as I move into my new position. Again, thank you for the opportunity to contribute to our community these last three years. I wish all the best for you, the SBCSELPA team, and our community partners.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Stephan Salter', followed by a long horizontal line extending to the right.

Stephan Salter, LMFT



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Proposed SBCSELPA Mental Health Manager Position

BACKGROUND:

- The Trailer Bill language proposed in January of 2022 by the Department of Finance noted that as of July 1, 2022, all Educationally Related Mental Health Services (ERMHS) funds, both state and federal, will go directly to the LEAs in each county. In response to this proposed language for the 2022-23 statewide budget, SBCSELPA is also proposing shifts for how future mental health services are provided and supported county-wide.
- SBCSELPA currently has two Mental Health Specialists, Alison Lindsey and Stephan Salter. On April 11, 2022 Mr. Salter submitted his letter of resignation with SBCSELPA (**SEE Attachment, REF: IX-C.1**). This provided an opportunity to create a *cost savings* of \$109,332.00 within the organization by not filling one of the Mental Health Specialist positions moving forward into the 2022-23 academic year. Ms. Lindsey, the remaining Mental Health Specialist, would take on all of the duties that both positions are currently responsible for including but not limited to overseeing, coordinating and supporting the SBCSELPA WRAP team, Non-Public School referrals and placements, professional development, and therapeutic learning programs known as “GROW classrooms.”
- To support this level of responsibility for mental health services and consultation county-wide, it is recommended that a new SBCSELPA position be developed. Recently, the SBCSELPA Executive Director conducted a salary comparison survey to gather information from other SELPA’s as to the level of position title, salary, and duties would be sufficient to meet the requirements (**SEE attachment, REF: IX-C.2**).
- It is recommended that SBCSELPA develop a Mental Health Manager position effective July 1, 2022. This position would fulfill the responsibilities required to support the mental health related services throughout our County (**SEE attachment, REF: IX-C.3**).
- It is also recommended, based upon qualifications, positive evaluations, and years of service with SBCSELPA, that Alison Lindsey be promoted into the Mental Health Manager position effective July 1, 2022.

FISCAL IMPACT: \$15,987.00 salary increase from Mental Health Specialist to Mental Health Manager position.

RECOMMENDATION: The JPA Board approve the proposed Mental Health Manager position for the SBCSELPA organization request and recommend the item be presented as an action item on June 6, 2022 JPA Board meeting agenda as presented.

RA/RW:lm

Stephan Salter, LMFT
2735 Miradero Drive
Santa Barbara, Ca. 93105

April 11, 2022

Dr. Ray Avila
Santa Barbara County SELPA
5385 Hollister Ave. Building 7
Santa Barbara, Ca. 93111

Dr. Avila,

Please accept this letter as formal notice of my resignation from the Santa Barbara County SELPA upon completion of my 2021-2022 contract as a Mental Health Specialist.

Thank you for the opportunity to have served the Santa Barbara County community over these last three years. I have very much enjoyed working alongside my SBCSELPA colleagues, and am deeply grateful for the time and experience in this workplace.

I remain committed to fulfilling my remaining duties as a Mental Health Specialist, and to supporting a smooth transition as my time with the SBCSELPA nears its end. I have every intention of assisting you, my SBCSELPA colleagues, and partners throughout Santa Barbara County with this change.

I look forward to our ongoing collaboration as I move into my new position. Again, thank you for the opportunity to contribute to our community these last three years. I wish all the best for you, the SBCSELPA team, and our community partners.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Stephan Salter', followed by a long horizontal line extending to the right.

Stephan Salter, LMFT

Proposed Mental Health Manager Salary Schedule 22-23

	Organization	Title	# of Days	# of Steps	Salary Range		Daily	
					Minimum	Maximum		
Current	SBCSELPA	Mental Health Specialist	195	9	\$ 82,808	\$ 100,893	\$ 424.66	\$ 517.40
Proposed	SBCSELPA	Mental Health Manager	210	5	\$ 94,314	\$ 115,995	\$ 449.11	\$ 552.35

For reference to other Management Position at SELPA:

Current	(requires Administrative Credential)							
	SBCSELPA		218	9	\$ 124,977		\$ 573.29	

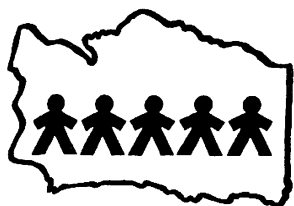
Comparison Salary Schedules from other Organizations

Organization	Title	# of Days	# of Steps	Salary Range		Daily	
				Minimum	Maximum		
SLO	Program Specialist	210	16	\$ 77,013	\$ 116,489	\$ 366.73	\$ 554.71
Ventura	Program Specialist	224	6	\$ 90,496	\$ 123,200	\$ 404.00	\$ 550.00
San Mateo	SELPA Manager*	230	5	\$ 123,756	\$ 154,788	\$ 538.07	\$ 672.99

*Number of Days not confirmed. Daily Estimated.

Average of all 3	\$ 97,088	\$ 131,492	436.27	592.57
Median	\$ 90,496	\$ 123,200	\$ 404.00	\$ 550.00
Average of lowest 2	\$ 83,755	\$ 119,845	\$ 385.36	\$ 552.35

Proposed 9 Step Range for Mental Health Manager		
A	Daily	Annually (210 days)
B	\$ 449.11	\$ 94,314
C	\$ 462.59	\$ 97,144
D	\$ 476.47	\$ 100,058
E	\$ 490.76	\$ 103,060
F	\$ 505.48	\$ 106,151
G	\$ 520.65	\$ 109,336
H	\$ 536.27	\$ 112,616
I	\$ 552.35	\$ 115,995



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

MENTAL HEALTH MANAGER

POSITION DEFINITION:

The job of Manager, Special Education Local Plan Area (SELPA) is done for the purpose/s of providing support to the educational process with specific responsibilities for planning and supporting operations and activities in the Santa Barbara County SELPA related to mental and behavioral health needs; coordinating communications, personnel, sites, and information; and assuring smooth and efficient provision services.

QUALIFICATIONS

Skills, Knowledge and Abilities

- Masters degree in job-related area
- Job related experience with increasing levels of responsibility required
- SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including utilizing pertinent software applications; planning and managing projects; developing effective working relationships; effectively interpreting and applying appropriate laws, codes, rules and regulations; formulating and executing decisions involving complex issues; and administering personnel policies and procedures.

PRIMARY JOB DUTIES

- Assists in the development and implementation of plans, goals, objectives, strategies, standards, projects systems, processes and procedures for the purpose of creating behavioral and mental health- based programs and services.
- Attends and presents in a variety of meetings, workshops, conferences, in-services, committees and special events (e.g. NPS/NPA and Private School meetings, etc.) for the purpose of serving as liaison, maintaining knowledge of programming and current practices, providing presentations and resources, and conducting meetings.
- Collects and analyzes LEA data for the purpose of evaluating assigned services for educational and financial effectiveness, ensuring compliance, and enhancing the educational and financial effectiveness of services provided.
- Conducts sites and classroom visits for the purpose of monitoring and providing support for instructional activities including provisions of behavioral and mental health support.

Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

- Consults and collaborates with Special Education Directors and business officials.
- Coordinates communication, personnel, sites, program services and information between teachers, administrators, staff, school districts, parents, students, outside agencies, and the public for the purpose of meeting student mental and behavioral health needs and objectives, supervising student intake and placement functions, assuring smooth and efficient provision of services, establishing and maintaining partnerships with outside agencies, and facilitating and enhancing support for services.
- Participates and implements a variety of professional development activities for SBCSELPA employees and county districts (e.g. cultural humility trainings, presentations on assigned educational services, etc.) for the purpose of enhancing faculty understanding of mental and behavioral health practices, instructional material guidelines and requirements, and instructional strategies related to mental and behavioral health.
- Prepares and supports with a wide variety of complex materials and reports (e.g. programs, services, students, budgets, grants, incidents, accountability, financial activity, personnel, attendance, etc.) for the purpose of documenting activities and issues, meeting compliance requirements, providing audit references, making presentations, and/or providing supporting materials for requested actions.
- Monitors the production of work assignment and reviews work for the purpose of ensuring compliance with established standards, requirements and procedures.
- Supports school district with the preparation of state mandated data review (e.g. performance indicator reviews, disproportionality reports, significant disproportionality activities, etc.) for the purpose of developing and implementing instructional strategies and interventions and meeting the needs of student in the area of mental and behavioral health.
- Travels to LEAs, Charter Schools or RTCS on a monthly and/or annual basis for the purpose of ensuring understanding and accountability of mental health allocation monies.

KNOWLEDGE OF:

Algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations; personnel processes; standard business practices; program planning and development; effective instructional techniques; age appropriate student activities; safety practices and procedures; conflict resolution; current legislation, programs and services for

Santa Barbara County

Special Education Local Plan Area

A Joint Powers Agency

special education; mental health and behavioral health ethics, MIPPA and FERPA practices, procedures, data collection and analysis; program design, implementation and supervision of delivery of services; and curriculum standards, instructional techniques and strategies.

ABILITY TO:

Schedule activities, meetings, and/or events; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: communicating effectively orally and in writing; communicating with persons of varied technical knowledge and backgrounds; establishing and maintaining effective working relationships; setting priorities, meeting deadlines and schedules; working with detailed information/data for summarizing and preparation for reports; applying logical processes and analytical skills; facilitating constructive and productive group interaction; drawing valid conclusions; generating a range of alternative solutions and course of action; meeting deadlines and schedules; working with multiple projects; and dealing with frequent interruptions and changing priorities.

OTHER FUNCTIONS:

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

RESPONSIBILITY:

Responsibilities include: working under limited supervision using standardized practices and/or methods; directing other persons within a department, large work unit, and/or across several small work units; directing the use of budgeted funds within a work unit. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

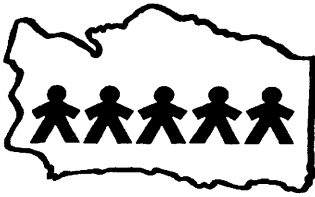
WORK ENVIRONMENT

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, and 10% standing. The job is performed in a generally hazard free environment and in a clean atmosphere.

Approved: To be determined

Santa Barbara County SELPA Mental Health Salary Data
Reorganzied to Reduce 1.0 WRAP Coordinator and Reclassify MH Specialist to MH Manager
Includes Step and Column Increases

		FY 21-22				FY 22-23		
		Current Salaries				With Reorganzation		
Position		Salary	Salary & Benefits	Current Salary	Salary & Benefits	Salary MH Manager	Salary & Benefits	Total Change
MH Specialist/Manager	Alison	\$ 99,894	\$ 122,427	\$ 100,893	\$ 123,587	\$ 115,995	\$ 139,574	\$ 15,987
Wrap Coordinator	Stephan	\$ 86,139	\$ 107,043	\$ 89,174	\$ 109,332	\$ -	\$ -	\$ (109,332)
Totals		\$ 186,033	\$ 229,470	\$ 190,067	\$ 232,919	\$ 115,995	\$ 139,574	\$ (93,345)



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

Date: May 2, 2022
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Santa Barbara County SELPA Local Plan Revision, Section 9 (*First Reading*)

BACKGROUND:

- Due to the new proposed trailer bill language, it prompted the review of the mental health language in Section 9 of the Local Plan.
- Proposed revisions have been made to Section 9 of the Local Plan. (**SEE attachment, Local Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan**)

FISCAL IMPACT: None.

RECOMMENDATION: The JPA Board approve the *first reading* of the revisions to Local Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan and recommends that this item return as an action item for the *second reading/approval* on the June 6, 2022, JPA Board meeting agenda.

RA/RW:lm

SANTA BARBARA COUNTY SELPA LOCAL PLAN

SECTION 9

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS BUDGET PLANNING PROCESS

Budget Planning Process Policies
3201 - 3218

(Revised 5-4-2020)

XI. NONPUBLIC SCHOOL AND AGENCY COSTS

Federal and state funding provided for mental health IEP services and AB 602 Block Grant funding will be set aside in the Santa Barbara County SELPA (SBCSELPA) Budget shared cost to pay the costs of LEA nonpublic school placements (NPS) made via an IEP decision as specified below. ~~Funding will also be set aside to cover costs of SBCSELPA approved audiological services.~~ For students found eligible for special education as emotionally disturbed (ED) who are placed in a nonpublic school (NPS) placement due to mental health related concerns shall be funded as follows:

- Only the residential treatment and mental health costs will be eligible for payment through SBCSELPA shared mental health **NPS budget** funding as per the funding formula specified in this policy
- SBCSELPA to fund one slot for LEAs with ADA of 5,000 or less at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 month.
- ~~SBCSELPA to fund a second slot for LEAs with ADA of 5,001-7,000 at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 months.~~
- ~~SBCSELPA to fund a third slot for LEAs with ADA of 7000 or more, not to exceed a total of 3 SBCSELPA funded slots in any given year for LEAs who serve students in grades K-8 at 100% for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 months.~~
- LEAs **with ADA of 5,000 or less** who serve students in grades 9th-12th shall receive one additional SBCSELPA funded NPS slot per year at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 month.
- ~~Santa Ynez Valley Special Education Consortium LEAs and SBCEO Direct Service LEAs shall each be treated as one LEA for purposes of this policy.~~
- Once the NPS (residential or non-residential) placement costs exceed the set aside SBCSELPA mental health **NPS budget** funding in a given school year, any ongoing future excess costs incurred at the SBCSELPA level will be billed back to districts proportionately by total days each district had a student in a NPS placement throughout the school year. These excess costs will be calculated at the current fiscal year end and will billed back to the districts.

9-18

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

Placements will be funded as stipulated above in the order the students ~~is~~are placed and shall not be based on the cost of placement.

SBCSELPA will not have oversight for but shall be required to be involved in the IEP decision making placement process of mental health related NPS student placements that exceed the **above stipulated caps** and are funded 100% by the LEA in order for the placement to be considered for potential future payment out of SBCSELPA shared funding. The funding of costs associated with LEA NPS placements will be reviewed annually concurrent with the Second Interim Report.

All other LEA ***non mental health*** NPS placements made via an IEP decision shall be funded by SBCSELPA shared costs as follows:

- SBCSELPA fund 70% and LEA/district of residence 30% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the first year of placement or first 12 months.
- SBCSELPA fund 50% and LEA/district of residence 50% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the second year of placement or second 12 months.
- SBCSELPA fund 30% and LEA/district of residence 70% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the third year of placement or third 12 months.

Any NPS placement that continues beyond three years is to be funded 100% by the LEA/district.

For students, that transition from one LEA/district of residence within the SBCSELPA to another, SBCSELPA shall begin funding the placement at 50% and LEA/district of residence 50% for a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the first year the student is enrolled in the new district unless the student is in the first year of their placement. If the student is in their first 12 months of placement, 70% shall be funded by SBCSELPA shared funding and 30% by the LEA/district of residence

for non-mental health NPS placements and 100% for mental health NPS placements.

A year of placement is defined by the initial start date of the NPS services to subsequent year one year later.

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

All nonpublic school and agency placements require the involvement of the SBCSELPA Executive Director or designee in the IEP process, as well as final approval from the JPA Board, in order for SBCSELPA shared cost funding for these services to be provided. The SBCSELPA Executive Director must agree that the placement meets the criteria for the NPS placement to be funded out of SBCSELPA shared funding. Placement of a student in a NPS with or without a residential treatment center placement (RTC) that is funded in whole or in part by SBCSELPA shall be reviewed via an IEP team meeting a minimum of every six months to determine if the placement continues to be the most appropriate placement for the student and to plan for transition to less restrictive environment as appropriate. A placement shall continue to meet criteria for SBCSELPA share funding as per the allocation formula if the IEP continues to recommend the NPS or NPS/RTC as a Free and Appropriate Public Education (FAPE).

Approval for funding of NPS placements out of SBCSELPA shared funding will not be granted if the LEA has not practiced due diligence and exhausted the continuum of least restrictive placements available within the LEA or SBCSELPA prior to the IEP team recommending a NPS placement as FAPE. The JPA Board may approve exceptions to this requirement if it is deemed that an “urgent” situation exists, and it is not appropriate for the IEP team to place a student in a least restrictive placement option prior to recommending an NPS placement. Final approval from the JPA Board is required in order for any NPS placement to be funded out of SBCSELPA shared funding. The following must occur prior to an LEA making a referral for consideration of an NPS placement to be funded out of SBCSELPA shared funding at an IEP meeting:

1. A Request to SBCSELPA to Access nonpublic school (NPS) Funding form must be submitted to the SBCSELPA Executive Director.
2. A three-year case history must be submitted by the LEA special education administrator to the SBCSELPA Executive Director with attached IEP's and assessments prior to the request and IEP to determine if a referral to an NPS should be considered as an offer of FAPE (except in situations deemed "urgent" as specified above).
3. Within 50 days of a signed Assessment Plan that designates an assessment of need for NPS placement, the LEA shall schedule a meeting to include the SBCSELPA Executive Director, the LEA Special Education Administrator, and the SBCSELPA Mental Health Specialist (if deemed needed) to discuss the case.

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

4. For non-mental health eligible students, a conference between the SBCSELPA Executive Director, LEA administrator, and Regional program operator (if applicable) shall occur prior to the IEP to go over the case where their LEA is requesting SBCSELPA consideration for payment.

In order for ongoing SBCSELPA shared funding to be provided for an NPS student placement, the LEA must commit to do the following:

1. Submit a Referral for Consideration of SBCSELPA Funding for NPS Placement to SBCSELPA.
2. Draft an assessment plan for assessment of need for NPS out of home placement. Forward a copy of the assessment plan to SBCSELPA in order for SBCSELPA Mental Health Specialist to participate with the LEA in the assessment process. Complete assessment prior to making referral for NPS placement at an IEP.

3. Ensure that the student has access to any state mandated assessment, to include alternate assessments when appropriate.
4. Actively participate in IEPs and provide appropriate IEP paperwork for each six-month IEP or other reviews as mandated by the IEP team. It is required that an LEA SPED administrator, psychologist, special education teacher, and regular education teacher (when transition back to a district or regional program is being considered) attend NPS IEP meetings. For high school age students, it is also required that a school counselor attend IEP meetings in order to speak to graduation requirements, etc.
5. Work collaboratively with SBCSELPA Executive Director to transition the student back to a placement within the continuum of options available in the SBCSELPA.

The SBCSELPA shall fund a total of four round-trip nonpublic school visits per school year (i.e., parent/guardian trip to visit student or student travel to visit home, etc.) **for NPS placements paid in part or in whole by SBCSELPA at the same proportional rate as the NPS Placement.** Any visits above and beyond this limit shall be an IEP team decision and are the fiscal responsibility of the district of residence (DOR). All student travel for a home visit must be recommended by the IEP team as part of the transition process for the student to return to a less restrictive environment (LRE) in their home community. SBCSELPA shall fund the costs associated with required supervision or transport to bring the student home. The costs of travel required for students placed in nonpublic schools shall be paid by SBCSELPA at the same proportional rate as the NPS placement. The parent/guardian must be a resident of Santa Barbara County at the time of the requested travel and must adhere to the SBCSELPA NPS travel guidelines.

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION
- 3200 BUDGET PLANNING PROCESS
- 3204 AB 602 Special Education Fiscal Allocation Plan *(Continued)*

~~In the event that it is determined there will be a funding shortfall for payment of a mental health or non-mental health NPS placements at the SBCSELPA level as set forth in this policy in any given school year, any future placements shall be funded by the placing LEA/district of residence. If there is a SBCSELPA ending balance at the~~

~~end of the year, or a student transitions back and funding becomes available, the LEA may submit a request for reimbursement to the SBCSELPA. Payment will be made in the order the student was placed.~~

Once the NPS (residential or non-residential) placement costs exceed the set aside SBCSELPA non-mental health NPS budget funding in a given school year, any ongoing future excess costs incurred at the SBCSELPA level will be billed back to districts proportionately by total days each district had a student in a NPS placement throughout the school year. These excess costs will be calculated at the current fiscal year end and will be billed back to the districts.

~~In the event that a LEA/district depletes all of their mental health funding and determines the cost of the NPS placement will create a financial hardship, at the end of the school year, the LEA/district may request that JPA Board review the case and to determine if there is potentially other SBCSELPA level shared funding sources to assist the LEA/district with the cost of the placement. Documentation of the financial hardship shall be provided to the JPA Board.~~

XII. SELPA BUDGET

Allocations to the SBCSELPA Budget from the block grant to cover the cost of SBCSELPA services will include:

- ~~• Funding equivalent to the SBCSELPA wide revenues for the 1997 Extended Year Program, minus \$75,000 formerly set aside for Devereux administrative costs~~
- ~~• Funding equivalent to the SBCSELPA wide revenues received by districts in 1997-98 through the J-50 process as reimbursement for nonpublic school and agency placements~~
- An additional Fixed allocations as authorized by the JPA Board in an amount sufficient to fully fund anticipated SBCSELPA-level expenditures for the upcoming school year. This amount is subject to the annual COLA.

~~The total of the above income shall be augmented by the amount of the deficit COLA in any fiscal year that COLA funding for special education is received.~~

The SBCSELPA Budget will also include the following additional income sources:

- ~~• K-12 and Preschool Regionalized Services Income~~
- Regionalized Services Income
 - 2.569% of IDEA Section 619 Preschool Grant Resource 3315 K-12
- Federal and State funding for IEP Mental Health services as designated by the Board

- *An allocation from AB602 sufficient to fund services previously funded through Mental Health Funding*

9-22

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000	BUSINESS AND NON-INSTRUCTIONAL OPERATION
3200	BUDGET PLANNING PROCESS
3204	AB 602 Special Education Fiscal Allocation Plan <i>(Continued)</i>

In the event that the above allocations for the SBCSELPA budget are insufficient to cover all anticipated expenditures, the JPA Board may take action to increase the fixed allocation to be provided to the SBCSELPA and/or utilize funding set aside for district costs associated with due process.

If the SBCSELPA budget reserves reach levels that exceed what is determined to be necessary for prudent budget planning, the JPA Board may authorize a rebate to the SBCSELPA local education agencies that operate special education programs based on each LEA's share of the total SBCSELPA ADA, excluding regional SDC students.

~~XVIII. MENTAL HEALTH FUNDING~~

~~The board shall annually adopt a budget by June 30th of the current school year to determine how state and federal AB 114 mental health funding shall be allocated for the subsequent school year to include the following:~~

- ~~1. Funding to offset IEP related mental health services and other misc. costs associated with providing mental health IEP services.~~

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION
- 3200 BUDGET PLANNING PROCESS
- 3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

~~If funding is allocated directly to an LEA, the LEA agrees to follow state and federal guidelines regarding allowable expenditures and will not supplant current program expenses.~~

~~The LEA shall maintain a log of expenditures and will provide to the SBCSELPA upon request within five business days so that required expenditure reports can be submitted to the CDE in a timely manner.~~

- ~~2. Payment of costs for therapeutic nonpublic school (NPS) residential treatment center (RTC) placement /services for students found eligible for special education with emotional disturbance (ED) pursuant to the NPS funding model pursuant to Local Plan Policy 3204 Section XII.~~
- ~~3. Funding to offset costs associated with providing staff development and training, supplies and equipment in order to serve students eligible for special education as ED attending regional therapeutic learning programs (TLPs) and day treatment (DT) programs. The annual allocation for supplies for TLP level 1 shall be \$5,000 and TLP Level 2 shall be \$8,000.~~
- ~~4. Funding to offset other indirect costs associated with providing mental health services to students as deemed appropriate by the board on an annual basis.~~

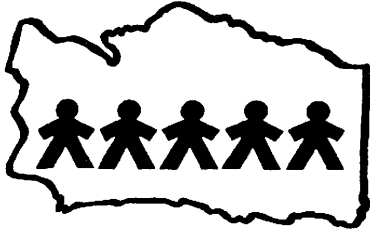
XIX. PRESCHOOL EQUALIZATION

Beginning in 2018-2019, Federal Preschool Local Entitlement (3320) will be rolled into the Federal Local Assistance Entitlement (3310). In order to continue to provide preschool funds to districts that provide services to preschool age student (through contracts or district provided), the equivalent value provided in the Preschool Grant 3320 in the 2017-18 school year will be deducted from Federal Local

Assistance Entitlement and distributed to non- K-6 ADA. Federal COLA increases will be added charter elementary districts by grades each year.

DATE APPROVED: January 8, 1999
 DATE REVISED: February 5, 1999
 DATE REVISED: June 4, 1999
 DATE REVISED: October 4, 1999
 DATE REVISED: December 21, 1999
 DATE REVISED: January 11, 2000
 DATE REVISED: February 8, 2000
 DATE REVISED: March 6, 2000
 DATE REVISED: October 9, 2001
 DATE REVISED: December 10, 2001
DATE REVISED: TBD 2022

9-27



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

Date: May 2, 2022

To: SBCSELPA JPA Board

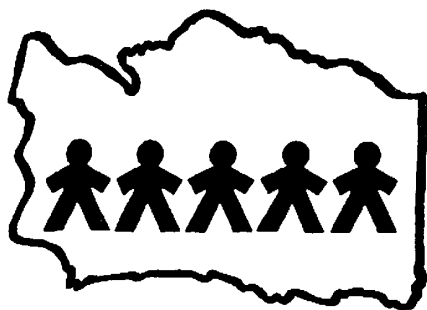
From: Ray Avila, SBCSELPA Executive Director

Re: SBCSELPA Professional Development Plan for 2022-2023

BACKGROUND:

- In past years, the JPA Board has requested the Executive Director to bring forth a SBCSELPA projected Professional Development Plan.
- Last year, the Executive Director brought forth a one-year-plan based upon Governor Newsom's recommendation that SELPA's align professional development annually to district LCAP target areas for member LEA's. This data changes from year to year.
- In the past, the Executive Director has aligned professional development to the eight LCAP targets, but not specifically to the LCAP target areas in each LEA. At the JPA board meeting on June 7, 2021 the board reviewed and had discussion regarding the one-year plan.
- In preparation for the 2022-2023 SBCSELPA Professional Development plan, the SBCSELPA Executive Director and Coordinator will obtain Special Education Plans (SEP) and local performance data from member LEA's. In addition, feedback for future professional development will occur via a survey process from Special Education Administration and staff based on the needs of all Special Education students and their Related Services.
- Survey data and evaluations from the 2021-2022 SBCSELPA Professional Development offerings will identify needs for future professional development.
- The JPA board will be presented with evaluation data and a SBCSELPA 2022-2023 Professional Development Plan for review and discussion at the June 6, 2022 meeting.

RA/JC:lm



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

Date: May 2, 2022

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: May 2022 Professional Development Offerings

➤ To Register go to <https://sbcsepa.k12oms.org/>

MAY 2022

May				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
5-4-2022 8:30-11:30	SIRAS Updates and End of Year Reminders with SIRAS	SBCSELPA/SIRAS with Brian Marcontell	Virtual/Recorded	Free
5-5-2022 8:30-3:00	CPI Initial	Louisa/Joe	SBCSELPA (IN PERSON)	\$21.49 for book
5-10-2022 5:00-8:00	SELPA-Bration	SBCSELPA	In person Glen Anne Frog Bar and Grill	TBD
5-11-2022 2:00-2:30	SLP Network Meeting	SBCSELPA	Virtual	Free
5-12-2022 8:30-3:00	CPI Refresher	Billy/Jennifer	SMB SOUZA (IN PERSON)	\$21.49 for book
5-24-2022 8:30-3:00	English Language Learners Training: Overview of Section 5: Reclassification from English Learner Status	SBCSELPA and Imperial County SELPA	Virtual	Free
<i>TBD</i>	<i>Nurses Training</i>	<i>SBCSELPA</i>	<i>TBD</i>	

Professional Development Offerings 2021-2022



Santa Barbara County
Special Education Local Plan Area
SELPA

(April 2022)

<https://padlet.com/mslaterselpa4200/trcig7ygv4ood8uvback2school>

Professional Development Offerings

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Santa Barbara County Special Education Local Plan Area SELPA

The Santa Barbara County Special Education Local Plan Area (SBCSELPA) 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 (SBCSELPA) 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.
- Coordination of 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.sbcseelpa.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 SBCSELPA 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 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 SBCSELPA Professional Development Offerings

Professional Development Offerings are created from feedback of countywide staff input from a yearly survey, CDE targets in Special Education Plans (SEPs), and direct input from countywide Special Education Director and Local Education Agency (LEA) District 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 overall Santa Barbara 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, and location of training.
 - 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 SBCSELPA Online Management System, 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 SBCSELPA 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.

2021-2022 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

July

American Disabilities Act 31st Anniversary

July				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
7-26-7-29- 2021 8:30-12:00 (4 days) Lompoc USD	Lindamood Bell Visualizing and Verbalizing	Hosted by Lompoc USD and LMB	Virtual- Lompoc host, SBCSELPA support with additional Staff	\$1020 per person includes kit.

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2021-2022 Professional Development Calendar of Events by the Month

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August

International Assistance Dog Month

August				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
8-2-8-5- 2021 8:30-12:00 (4 days) Lompoc USD	Lindamood Bell Seeing Stars	Hosted by Lompoc USD and LMB	Virtual- Lompoc host, SBCSELPA support with additional Staff	\$1020 per person includes kit.
8-3-2021 (South) SBCSELPA 8:30-3:30	GROW Summit	Alison/Rosy/Barbara	In person	Free
8-4-2021 (North) SMJUHSD Board Room 8:30-3:30	GROW Summit	Alison/Rosy/ Barbara	In person	Free
8-12-2021 9:00-10:30	Supporting Students with Behavioral Needs in School Settings	Rosy Bucio, SBCSELPA BCBA	Virtual	Free
8-13-2021 10:00-11:30	Antecedent Interventions for Behavior	Phil Pandac, SBCSELPA BCBA	Virtual	Free
8-19-2021 8:30-3:00	CPI Initial	Billy/Bethany	Virtual	\$21.49 for the book
8-19-2021 2:00-3:00	SIRAS for Beginners and new staff	SBCSELPA Jennifer	Virtual	Free

August				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
8-26-2021 8:30-3:00	CPI Refresher	Rosy/Jessica	Virtual	\$21.49 for the book
8-31-2021 1:00-3:00	SIRAS Updates for All Staff	SIRAS/SBCSELPA	Virtual	Free
<i>TBD</i>	<i>Individual Transition Plan (New ITP)</i>	<i>SBCSELPA/Transition Network Team</i>	<i>Virtual</i>	<i>Free</i>

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2021-2022 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

September

Deaf Specialists Day, September 18

International Week of the Deaf, September 20-26

<https://wfdeaf.org/iwdeaf2021/>

September				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
9-1-2021 8:00-9:30	TCRC Presentation to Transition Teams	TCRC Team/SBCSELPA	Virtual	Free
9-2-2021 8:30-3:00	CPI Refresher	Natalie/Jennifer	Virtual	\$21.49 for book
9-2-2021 9:00-10:30	A New Lens on Behavior: Evidence based Knowledge for School Teams	Rosy Bucio, SBCSELPA BCBA	Virtual	Free
9-3-2021 10:00-11:30	Data Collection for Behavior and IEP Goals	Phil Pandac, SBCSELPA BCBA	Virtual	Free
9-7-2021 12:30-2:30 SBCSELPA	CPI Physical Training	Stephan/ Jennifer	SBCSELPA In person	Free
9-9-2021 5:30-7:00	September School Updates for Families	SBCSELPA and Alpha Resource Center	Virtual	Free

September				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
9-14-2021 1:30-3:00	SIRAS Service Logs, Batch Printing IEPs, MIS Summary, Emailing Forms and Electronic Signature	SBCSELPA	Virtual/Recorded	Free
9-15-2021 8:30-11:30	SIRAS CALPADS/MIS	SIRAS Brian/SBCSELPA	Virtual	Free
9-16-2021 Time 8:30-11:30	English Learners Training	SBCEO/SBCSELPA	In Person at SBCEO	\$
9-16-2021 8:30-3:00	CPI Initial	Chris/Jermaine	Virtual	\$21.49 for book
9-21-9-22-2021 12:00-3:30 (Day 1 and 2 of a four-day training)	Lindamood Bell On Cloud9 Math	SBCSELPA/LMB	Virtual	\$1020 includes kit.
9-27-2021 2:30-3:30	Proactive Strategies for Working with Teams in the IEP Process- Adm. Academy	ADR Team	Virtual	Free
9-27-2021 3:30-5:00	Notetaking in IEP Meetings, Keeping it Legal- Adm. Academy	Dr. Margaret Saleh	Virtual	Free
9-28-2021 1:00-3:00	Alternative to Dispute Resolution (ADR)	Clare Fowler Recorded and facilitated by SBCSELPA ADR CADRE	Virtual	Free
9-29-2021 1:00-2:30	CAPTAIN EBP	Rosy Bucio and Robyn Young	Virtual	Free

9-29-2021 12:00-1:30	Fundamentals of ABA	Phil Pandac, SBCSELPA BCBA	Virtual	Free
9-29-2021 1:00-2:30	Creating a Culture of Wellness	Alison Lindsay	Virtual	Free
9-30-2021 8:30-12:30	Best Practices for Interpreting at IEPs	SBCSELPA and SLOSELPA, Lena Moran Acereto	Virtual Training for Interpreters only	TBD
9-30-2021 1:00-3:00	'Hot Topics' in Special Education	Jan Tomskey, Fagan, Friedman, and Fulfroft, LLP, CCASP and SBCSELPA	Virtual	Free

2021-2022 Professional Development Calendar of Events by the Month

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October

Dyslexia Awareness Month, Learning Disability Awareness Month

ADHD Awareness Month

National Physical Therapy Month

Vision Therapist Day, October 5

October				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
10-5 -2021 1:30-3:00	PSW COHORT 1	Diagnostic Center/SBCSELPA	TBD	Free
10/6/2021 2:00-3:00	Setting Up An AAC Friendly Classroom	SBCSELPA, Lisa Foote, AT/AAC Specialist	Virtual/recorded	Free
10-6-2021 8:30-3:00	English Learners with Disabilities Training: Overview of Section I: Identification of EL, MTSS and Pre-Referral Interventions	SBCSELPA/ Imperial SELPA/SBCEO	Virtual; hosted by SBCSELPA.	Free
10-7-2021 3:30- 5:00	Disability Rights California Alternatives to Conservatorship	SLOSELPA and SBCSELPA Registration: http://slocoe.k12oms.org/2259-204714	Virtual	Free
10-7-2021 8:30-3:00	CPI Initial	Alison/Courtney	Virtual	\$21.49 for book
10-11-2021 2:00-3:30	SIRAS Goal Developer, Meetings, Amendments, Document Library Supports	SBCSELPA	Virtual/ Recorded	Free

October				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
10-12-2021 1:00-2:30	Creating a Culture of Wellness	Alison Lindsay	Virtual/recorded	Free
10-12-2021 1:00-3:00	Dyslexia Day 1	Dyslexia Training Institute, SBCSELPA	Virtual/recorded	\$60 for all three days
10-13-2021 12:30-2:30	CPI Physical Training	Jennifer	In Person at SBCSELPA	Free
10-14-2021 12:30-3:30 (Day 3 of 5)	Lindamood Bell On Cloud9 Math	SBCSELPA/Lindamood Bell	Virtual	\$1020 includes the kit
10-14-2021 2 hours on your own- recorded	Inclusive Education for Students with Mild-Moderate Disabilities	Diagnostic Center/SBCSELPA	Virtual	Free
10-19-2021 1:00-3:00	Dyslexia Day 2	Dyslexia Training Institute, SBCSELPA	Virtual/recorded	\$60 for all three days
10-20-2021 Recorded training	Maximizing AAC Opportunities Within Routines	Diagnostic Center/SBCSELPA	Virtual/recorded	Free
10-20-2021 12:30-3:30 (Day 4 of 5)	Lindamood Bell On Cloud9 Math	SBCSELPA/Lindamood Bell	Virtual	\$1020 includes the kit
10-21-2021 8:30-3:00	CPI Refresher	Louisa/Laurice	Virtual	\$21.49 for book
10-26-2021 1:00-3:00	Dyslexia Day 3	Dyslexia Training Institute, SBCSELPA	Virtual/recorded	\$60 for all three days
10-26-2021- 10-28-2021 Time TBD	PSW COHORT 1 Coaching	Diagnostic Center/SELPA	Virtual	Free

October				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
10-27-2021 12:30-2:30	CPI Physical Training	Jennifer	In Person North County SMB Souza	Free
10-28-2021 12:30-3:30 (Day 5 of 5)	Lindamood Bell On Cloud9 Math	SBCSELPA/Lindamood Bell	Virtual	\$1020 includes the kit
<i>TBD</i>	<i>Transition Assessments</i>	<i>TNT, SBCSELPA</i>	<i>TBD</i>	<i>Free</i>

2021-2022 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

November

Epilepsy Awareness Month

National School Psychology, November 9

November				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
11-2-2021 1:00-3:00	Alternative to Dispute Resolution (ADR)	Clare Fowler Recorded and facilitated by SBCSELPA ADR CADRE	Virtual/recorded	Free
11-3-2021 3:00-4:00	Self Care for the Educator	Alison Lindsay	Virtual/recorded	Free
11-3-2021 12:30-2:30	CPI Physical Training	Jennifer	In Person at SBCSELPA	Free
11-3-2021 2 hour recorded training	Keeping the Day Sane: Mental Health 101 for Paraeducators	Diagnostic Center/ SBCSELPA	Virtual	Free
11-3-2021 3:00-3:30	A.P.E. Network Meeting	SELPA	Virtual	Free
11-4-2021 8:30-3:00	CPI Refresher	Stephan/Bethany	Virtual	\$21.49 for book
11-8-2021 2:00-3:00	OT Network	SBCSELPA`	Virtual	Free
11-9-2021 1:00-3:00	Legal Training ‘Hot Topics’	Jan Tomskey Fagan, Friedman, and Fulfroft, LLP, CCASP and SBCSELPA	Virtual/recorded	Free
11-10-2021 12:00-1:00	Self Care for the Educator	Alison Lindsay	Virtual/recorded	Free

November				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
11-10-2021 12:30-2:30	CPI Physical Training	Jennifer	In Person North County SMB Souza	Free
11-16-11-18-2021 Time TBD	PSW COHORT 1 Coaching	Diagnostic Center/SBCSELPA	Virtual	Free
11-17-2021 1:30-3:00	Present Levels, Progress Reports, Bulk Progress Reports	SBCSELPA	Virtual/Recorded	Free
11-18-2021 8:30-3:00	CPI Initial	Rosy/Jessica	Virtual	\$21.49 for book
11-30-2021 8:30-3:00	Meeting the Needs of English Learners with Moderate & Severe Disabilities	Imperial SELPA	Registration https://www.icoe.org/selpa	Free
<i>TBD</i>	<i>DHH Training</i>	<i>SBCSELPA</i>	<i>TBD</i>	<i>Free</i>

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2021-2022 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

December

International Day of Persons with Disabilities- December 3

December				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
12-1-2021 One hour recorded training	Mindfulness Practice: The Educator's Guide to Help Students Practice Mindfulness	Diagnostic Center/SBCSELPA	Virtual	Free
12-1-21 9:00-10:00	Interpreter/ Translator Network	SBCSELPA and SLO SELPA	Virtual	Free
12-1-2021 12:30-2:30	CPI Physical Training	Jennifer	In Person at SBCSELPA	Free
12-2-2021 11:00-11:30	Speech and Language Network	SBCSELPA	Virtual	Free
12-7-2021	PSW COHORT 1 Wrap up	Diagnostic Center/SBCSELPA	In Person	Free
12-8-2021 12:30-2:30	CPI Physical Training	Jennifer	In Person North County SMB Souza	Free
12-9-2021 1:00-3:00	Adapted P.E. Training	Dr. Beth Foster	Virtual/recorded	Free
<i>TBD</i>	<i>OT Training</i>	<i>SBCSELPA/OT</i>	<i>TBD</i>	Free

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2021-2022 Professional Development Calendar of Events by the Month

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January

Chronic Traumatic Encephalopathy (CTE) Awareness

January				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
1-11-2022 8:30-3:00	English Language Learners Training: Overview of Section 2: Pre-Referral and Referral, Assessment, and IEP Processes	SBCSELPA/ Imperial SELPA/SBCEO	Virtual; hosted by SBCSELPA.	Free
1-12-2022 3.5 hours recorded	An Introduction to the What's and Not's of ADHD and Implications	Diagnostic Center/SBCSELPA	Virtual	Free
1-19-2022 8:30-10:30	SIRAS Updates with SIRAS	SBCSELPA/SIRAS	Virtual/Recorded	Free
1-18 and 1-19- 2022 1:30-3:30	PSW Cohort 2	Diagnostic Center/SBCSELPA	Virtual- Cohort registration through Jennifer Connolly	Free
1-25-2022 1:00-3:00	DHH Network	DHH/SBCSELPA	Virtual	Free
1-27-2022 8:30-3:00	CPI Initial	Phil/ Jennifer	Santa Maria Bonita Souza Center (IN PERSON)	\$21.49 for book
1-27-2022 8:30-3:00	Writing Linguistically Appropriate Goals and Objectives	Imperial SELPA	Registration at https://www.icoe.org/selpa	Free

	for Els with Disabilities			
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2021-2022 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

February

Vision Awareness Month

February				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
2-1-2022 1:00-3:00	MY NAME Is... A Legal and Practical Framework for Affirming Students' Identities in the School Setting	Wes Parsons, Fagan, Freedman, Fulfroost	Virtual	Free
2-2-2022 9:00-10:00	Interpreter/ Translator Network	SBCSELPA and SLO SELPA	Virtual	Free
2-2-2022 12:30-2:30	CPI Physical Training	SBCSELPA	In person South County at SELPA	Free
2-3-2-4-2022 8:30-3:00	ADOS Training	SLO and SBCSELPA	Virtual	\$107 registration closed
2-8-2-10-2022 8:30-3:00	PSW Coaching	Diagnostic Center of Southern California/SBCSELPA	Virtual- Registration through Jennifer Connolly	Free
2-16-2022 12:30-2:30	CPI Physical Training	SBCSELPA	In person North County SMB Souza Center	Free
2-17-2022 8:30-3:00	CPI Refresher	Jermaine/Joe	SBCSELPA IN PERSON	\$21.49 for book

2-17-2022 2:00-3:00	Built in Accessibility Features of iOS/iPAD, Chrome/Google and Windows	Lisa Foote, AT/AAC Specialist	Virtual	Free
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2021- 2022 Professional Development Calendar of Events by the Month

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March

Developmental Disabilities Month

Down Syndrome Day, March 21

March				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
3-1-2022 2:00-3:00	SIRAS Searches, Statistical Reports, Special Factors/ Low Incidence	Michael Brown, SIRAS and SBCSELPA	Virtual/Recorded	Free
3-2-2022 1:00-3:00	Alternative to Dispute Resolution (ADR)	Clare Fowler/ SBCSELPA	In person	Free
3-2-2022 3 hours recorded	Evidence-Based Practices for Students with Mild-Moderate Autism Spectrum Disorder	Diagnostic Center/ SBCSELPA	Virtual	Free
3-3-2022 8:30-3:00	CPI Refresher	Phil/Courtney	SMB Souza (IN PERSON)	\$21.49 for book
3-8-2022 12:30-2:30	CPI Physical Training	SBCSELPA	(In Person) South County at SBCSELPA	Free
3-9-2022 8:30-3:00	English Learners with Disabilities Training: Overview of Section 3: Education Programs and Instructional Strategies	SBCSELPA/ Imperial SELPA/SBCEO	Virtual; hosted by SBCSELPA	Free

March				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
3-10-2022 2:00-3:00	Orientation to Open Access AT Flip Kit Part 1- Reading	Lisa Foote, AT/AAC Specialist	Virtual	Free
3-10-2022 2:30-3:00	DHH Network Meeting	DHH Specialists (Assessment)	Virtual	Free
3-15-3-17-2022 8:30-3:00	PSW Coaching	Diagnostic Center of Southern California/ SBCSELPA	Virtual- Registration through Jennifer Connolly	Free
3-15-2022 9:00-10:30	SIRAS Behavior Intervention Plans (BIP)	SBCSELPA	Virtual/Recorded	Free
3-29-2022 12:30-2:30	CPI Physical Training	SBCSELPA	(In Person) North County SMB Souza Center	Free
3-30-2022 2:00-2:30	SLP Network Meeting	SBCSELPA	Virtual	Free
3-31-2022 8:30-3:00	CPI Initial	Stephan/Laurice	SBCSELPA (IN PERSON)	\$21.49 for book
3-31-2022 2:00-3:00	Orientation to Open Access AT Flip Kit Part 2- Writing	Lisa Foote, AT/AAC Specialist	Virtual, recorded	Free
3-31-2022 9:00-10:00	Interpreter/ Translator Network	SBCSELPA and SLO SELPA	Virtual	Free

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April

Autism Awareness Month

Occupational Therapist Day, April 1

International Day of American Sign Language

Administrative Professionals Day, April 27

Administrative Assistants Day, April 27

April				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
4-6-2022 8:30-3:00	English Learners with Disabilities Training: Overview of Section 4: Proposing Exit from Special Education Services	SBCSELPA and Imperial County SELPA	Virtual	Free
4-11-2022 1:30-3:00	Celebrate Autism with Temple Grandin	Temple Grandin/ SBCSELPA	Virtual	Free
4-12-2022 12:30-2:30	CPI Physical Training	SBCSELPA	(In Person) North County SMB Souza Center	Free
4-12-2022 5:00-7:15	'Finishing the Year Strong, Parent and School Partners in Education'	Alpha Resource Center and SBCSELPA with support from LEA Administrators	Virtual: English: 5:00-6:00 Spanish: 6:15-7:15	Free
4-13-2022 8:30-10:30	Legal Training 'Hot Topics'	Jan Tomsy	Virtual/recorded	Free

4-14-2022 2:00-3:00	Orientation to Open Access AT Flip Kit Part 3 Math	Lisa Foote, AT/AAC Specialist	Virtual, recorded	Free
4-14-2022 8:30-3:00	CPI Initial	Chyelin/Natalie	SMB Souza (IN PERSON)	\$21.49 for book
4-20-2022 12:30-2:30	CPI Physical Training	SBCSELPA	(In Person) South County at SBCSELPA	Free
4-26-2022 1:00-3:00	Alternative to Dispute Resolution (ADR)	Clare Fowler 'LIVE' on Zoom by SBCSELPA ADR CADRE	Live on Zoom, Clare Fowler presenter	Free
4-27-2022 8:30-3:00	Pathway Towards Reclassification of English Learners with Significant Cognitive Disabilities	Imperial SELPA	Registration at https://www.icoe.org/selpa	Free
4-27-2022 1:30-3:30	PSW Cohort 2 final day	Diagnostic Center of Southern California/SBCSELPA	Virtual- Registration through Jennifer Connolly	Free
4-28-2022 8:30-3:00	CPI Refresher	Alison/Chris	SBCSELPA (IN PERSON)	\$21.49 for book

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May

Mental Health Awareness Month

National Adapted P.E., May 1

Teacher Appreciation, May 2-May 6

Nurses, May 6

Speech and Language Month, May 18

May				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
5-4-2022 8:30-11:30	SIRAS Updates and End of Year Reminders with SIRAS	SBCSELPA/SIRAS with Brian Marcontell	Virtual/Recorded	Free
5-5-2022 8:30-3:00	CPI Initial	Louisa/Joe	SBCSELPA (IN PERSON)	\$21.49 for book
5-10-2022 5:00-8:00	SELPA-Bratton	SBCSELPA	In person Glen Anne Frog Bar and Grill	TBD
5-11-2022 2:00-2:30	SLP Network Meeting	SBCSELPA	Virtual	Free
5-12-2022 8:30-3:00	CPI Refresher	Billy/Jennifer	SMB SOUZA (IN PERSON)	\$21.49 for book
5-24-2022 8:30-3:00	English Language Learners Training: Overview of Section 5: Reclassification from English Learner Status	SBCSELPA and Imperial County SELPA	Virtual	Free
<i>TBD</i>	<i>Nurses Training</i>	<i>SBCSELPA</i>	<i>TBD</i>	

June

June				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person	Free/ Cost
6-8-2022 8:30-3:30	GROW Summit	Alison/Rosy	In Person, The Goodland, Goleta	TBD
6-14-2022 8:30-3:30	GROW Summit	Alison/Rosy	In Person, Sideways Inn Vintage Hall, Buellton	TBD

Professional Development Event Descriptions by Topic



Adapted P.E.

Properly Assessing Students with Disabilities in Adapted Physical Education and Physical Education: December 9, 1:00-3:00

Content Objectives:

- Understand the laws surrounding appropriate assessment within adapted physical education.
- Understand and apply California best practices regarding assessing students with disabilities.
- Learn and be able to apply assessment tools and techniques within your school/ students.
- Analyze assessment tools to best acquire results and build programming.
- Analyze assessment results to develop students' goals and objectives and programming around APE/PE.

Presenter: Dr. Elizabeth (Beth) Foster, Ph.D.

Dr. Elizabeth (Beth) Foster, Ph.D. is an associate professor at West Chester University, PA in adapted physical activity/education (APA/E). She is the APA/E program coordinator and graduate coordinator of the APE graduate certificate. She is currently the assistant director for Camp Abilities in Pennsylvania. Dr. Foster has presented internationally and at national conferences on research and various application-based presentations on vision loss/deaf blindness, adaptations, and assessment across the US within the field of adapted sports and APE. She completed intervener training at the Minnesota Deafblind Project. Dr. Foster was named the 2012 Pennsylvania State Association for Health, Physical Education, Recreation, and Dance Adapted Physical Education teacher of the year. In addition, Dr. Foster has been involved with various adapted sport organizations and disability organizations promoting physical activities, fitness, and adapted sports for all individuals with disabilities.

Alternative to Dispute Resolution (ADR)

SBCSELPA and member LEAs promote collaborative relationships with parents or guardians and community agencies ensuring students with disabilities receive free and appropriate education (FAPE). SBCSELPA provides to member LEAs, parents/guardians, and agencies throughout Santa Barbara County alternatives for resolving disputes or misunderstandings in the IEP Process. The Alternative to Dispute Resolution (ADR) goal is to restore positive communication with parents, guardians, and LEAs. ADR meetings save time and money by promoting ongoing collaborative relationships with parents, LEAs, and community agencies.

Participants will learn how to organize and orchestrate effective IEP Team meetings and about a Facilitated IEP Team meeting.

Clare Fowler Mediate.com: <http://www.clarefowler.com/>

SBCSELPA ADR Cadre and Clare Fowler provide a four, two-hour series on Alternative to Dispute Resolution (ADR) techniques. September 28 (Day 1) will focus on the importance of pre-planning for IEPs, Facilitated IEPs Meetings and Conferences. November 2 (Day 2) will explore de-escalation strategies for when tensions rise in meetings. March 29 (Day 3) encompasses understanding mental health environments, students and the talent of liberation and communication in particular tackling demographic and mental obstacles through difficult conversations. The final day of the series, April 26 shines a spotlight on resolution with unfinished business including multiple stakeholders. Day 1-3 are recorded training with the SBCSELPA ADR Cadre as facilitators of the events. Day 4 is a 'live' event virtually with Clare Fowler and the SBCSELPA ADR Cadre.

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 Special Education Plans (SEP) Targets. Participants will have the opportunity to ask questions and learn about the many programs and procedures of the Santa Barbara County SELPA.

Monday, September 27, 2:30-5:00:

2:30-3:30: *Collaboration and Proactive Strategies for working with Families in the IEP Process*, Alpha Resource Center and SBCSELPA

3:30-5:00: *Notetaking in IEP Meetings, Keeping it Legal*, Margaret Saleh, Esq. former Deputy Superintendent, Goleta Union School District.

Monday, October 11, 2:30-4:30:

2:30-3:30: *Supporting Students with Behavior Needs in School Settings*, Dr. Rosy Bucio, BCBA, SBCSELPA

3:30-4:30: *SBCSELPA Continuum of Mental Health Services; SBCSELPA Wrap Supports*, Stephan Salter, Mental Health Coordinator, SBCSELPA.

Monday, October 18, 2:30-4:30:

2:30-3:30: *What is SBCSELPA, Special Education Hot Topics, SBCSELPA Programs*, Dr. Ray Avila, Executive Director, SBCSELPA and Jennifer Connolly, Coordinator, SBCSELPA

3:30-4:30: *Creating Cultures of Wellness in Schools*, Alison Lindsey, Mental Health Specialist, SBCSELPA.

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 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/ AAC

Setting up an AAC Friendly Classroom: 10/6/2021

Lisa Foote, SBC SELPA AT/AAC Specialist will review strategies in how to set up your classroom environment to support AAC users, as well as all students and staff!

Learning Objectives:

- What to do if you have multiple students using different AAC systems in one classroom?
- How to include a variety of low/no, mid, and high tech AAC options in your classroom depending on student needs.
- How to navigate the different approaches in embedding AAC into your environment and/or teaching: (core-words, activity-based, routines, peer modeling, structured/unstructured?)
- Additional tips for building your personal competence in learning to speak and teach AAC throughout the day with your students.

Participants: SDC Teachers, SLPs, OTs, APEs, Parents.

Built in Accessibility Features of iOS/iPad, Chrome/ Google and Windows: Thursday, February 17, 2022 2:00-3:00

Lisa Foote, SBCSELPA AT/AAC Specialist will review the various platforms.

Learning Objectives:

- review of built- in accessibility features and options on all platforms.

- learn to accommodate text to speech/speech to text.
- alternative multi-media strategies for producing work outside of standard writing and keyboarding.

Orientation to Placer County SELPA Open Access AT Flip Kit Part 1- Reading Thursday, March 10, 2:00-3:00, Writing Thursday, March 31, 2:00-3:00, and Math Thursday, April 14, 2:00-3:00.

Lisa Foote, SBCSELPA AT/AAC Specialist will take participants through Placer County SELPA's Open Access Flip Kit. The Flip Kit is a searchable visual data base of low-mid-high technology AT supports.

Learning Objectives:

- demonstrations and videos of reading, writing, and math tools to be shared.
- *Attend any or all 3 sessions.
- *For review of Flip Kit: <https://www.openaccess-ca.org/at-flipkit>

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.

Menu of event choices for LEA requested event:

1. What are EBPs
2. Antecedent Based Intervention
3. Prompting
4. Reinforcement
5. Self-Management
6. Social Narratives
7. Social Skills Training
8. Task Analysis
9. Time Delay
10. Video Modeling
11. Visual Supports

Temple Grandin: Monday, April 11, 1:30-3:00 virtual.

Temple Grandin was diagnosed with autism as a child and went on to pursue work in psychology and animal science. She has become a leading advocate for autistic communities and has also written books and provided consultation on the humane treatment of animals. In 2010, HBO released an Emmy Award-winning film on Grandin's life.



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 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)

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.

Creating a Culture of Wellness How to support Intentionally and Meaningfully Support Staff Well- Being

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 do not have the skill set needed to regulate their own emotions, how are they able to teach it to students?

In this two-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 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.

Audience: School Psychologists, Site Administrators (Principals, Assistant Principals), Special Education Administrators (Directors, Program Coordinators, etc.), Superintendents, Assistant Superintendents.



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: \$21.49 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: \$21.49 for Staff and Parents of students attending public school within Santa Barbara County, \$30 all other participants.

CPI Physical Training

Two-hour Unit 8 and 9 Physical Interventions training. In person. Offered in North and South County. All Participants must wear comfortable clothing, bring blue CPI card, water, and wear masks. Trainings offered in North and South Counties.

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.



Deaf and Hard of Hearing (TBD)

Diagnostic Center of Southern California Trainings

All Diagnostic Center Trainings are prerecorded and FREE. A Zoom link will be sent to participants via the Southern California Diagnostic Center upon registering in SBCSELPA online registration system <https://sbcsepa.k12oms.org>.

R-7: October 14: Inclusive Education for Students with Mild-Moderate Disabilities

Focus of this training is inclusive education and best practices for educating students with mild to moderate disabilities in inclusive settings. Topics discussed: how to utilize research-based practices to develop and implement programs that encourage learning and growth for all students, including but not limited to inclusive education models, effective planning and collaboration, identifying the demands within the learning environment, understanding each individual learner needs, accommodations vs. modifications, differentiation and universal design.

Audience: multidisciplinary teams working with students with mild-moderate disabilities in inclusive settings. District Administrators, Special Education Teachers, General Education Teachers, School Psychologists, Speech and Language Pathologists, Occupational Therapists, and Paraeducators.

Time: 1.75 hours (recorded training)

R-13 Maximizing AAC Opportunities Within Routines

Young Children learn through routines and play. As language learning requires a rich meaningful context, it is important that we support our students using AAC within the daily routines at school and at home. This training will review why routines and understanding development matter, how to turn routines into learning opportunities, ways to create communication opportunities and support our student within their routines, and ideas on how to differentiate activities for a range of abilities.

Audience: Teachers, paraeducators, SLPs, OTs, parents,

M-6: November 3: Keeping the Day Sane: Mental Health 101 for Paraeducators

Many adults handle behavior scenarios with tactics that actually escalate student emotions rather than improve them, resulting in a decrease in student readiness for participation and learning. This training will equip staff with basic knowledge and easy-to-learn strategies that help staff be more successful and keep students safe and ready to learn.

Audience: Paraeducators, Special Education Teachers, Administrators, School Psychologists, ERMHS staff, School Counselors and other IEP team members.

M-8: December 1: Mindfulness Practice: The Educator’s Guide to Help Students Practice Mindfulness

There is a growing body of research that shows the effectiveness of mindfulness practices for children and adolescents to help regulate their emotions and develop positive coping strategies. Mindfulness practices are also considered an effective intervention to develop empathy and decrease anxiety and aggressive behaviors.

Audience: Special Education teachers, School Psychologists, Administrators LCSWs, LMFTs, LPCCs, Clinical Psychologists, ERMS staff or school counselors.

Time: 1 hour (recorded training)

S-1: January 12: An Introduction to the What’s and Not’s of Attention Deficit Hyperactivity Disorder (ADHD) and Implications

An introduction to the understanding and complexity and multifaceted aspects of Attention Deficit Hyperactivity Disorder (ADHD). Cognitive, behavioral, social, and academic issues associated with the condition will be discussed. Focus is placed on critical role of executive functioning (i.e., self-regulation and self-goal directed behavior) and how this functioning explains many of the challenges faced by students with ADHD. Professionals require the understanding of the disorder as it is necessary for effective development and implementation of strategies and supports. Techniques and strategies will be shared that can support students who face challenges associated with ADHD.

Audience: School psychologists and anyone with knowledge of psychological tests and psychometrics. Participants should have a basic understanding of executive functioning.

A-1: March 2: Evidence-Based Practices for Students with Mild-Moderate Autism Spectrum Disorder

Many interventions exist for Autism Spectrum Disorder (ASD). However, scientific research has found only some of these interventions to be effective. The interventions that researchers have shown to be effective are called evidence-based practices (EBPs). Primary reasons for using EBPs are that the students demonstrated improved outcomes, the interventions are legally defensive, and the use of EBPs align with best practices in education. This training will provide the history on identification of EBPs for ASD and support the understanding and use of EBPs for individuals affected by mild-moderate ASD.

Audience: School personnel working with students with mild-moderate ASD.

Time: 1.75 hours (recorded training)



English Learners with Disabilities Trainings with Imperial County SELPA

October 6: An overview of Section 1 of the California Practitioner's Guide. Identification of English Learners, Multi-Tiered System of Supports (MTSS), and Pre-Referral Interventions.

January 11: An overview of Section 2 of the California Practitioner's Guide. Pre-Referral and Referral, Assessment, and IEP Processes.

March 9: An overview of Section 3 of the California Practitioner's Guide. Education Programs and Instructional Strategies.

April 6: An overview of Section 4 of the California Practitioner's Guide. Proposing Exit from Special Education Services,

May 24: An Overview of Section 5 of the California Practitioner's Guide. Reclassification from English Learner Status.

All trainings are 8:30-3:00 and FREE.

Registration on Imperial SELPA website: <https://www.icoe.org/selpa>)

November 30: Meeting the Needs of English Learners with Moderate & Severe Disabilities

January 27: Writing Linguistically Appropriate Goals and Objectives for Els with Disabilities

April 27: Pathway Towards Reclassification of English Learners with Significant Cognitive Disabilities



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 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 to learn from others' successes and problem-solve barriers to program implementation.

GROW Summit

Wow, it has been A YEAR. Take a deep breath (or three) and come join us as we check-in and review how far we have come with G.R.O.W. during the 2021-2022 school year. Participants will 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 participants 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!

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.



Interpreter/ Translator Events

Best Practices in IEP Interpretation with Lena Moran Acereto

Participants will learn or refine the skills needed for interpretation in Individualized Education Plan (IEP) settings. Terminology and remote interpretation will be reviewed in this four hour training.

Interpreter/ Translator Network

SBCSELPA and in partnership with SLO SELPA provide a time for interpreters and translators who work in special education a time to share learning and resources. One hour Zoom network meetings offered Dec. 1, February 2 and April 1, 9:00-10:00.

L

Legal

Jan Tomsy 'Hot Topics in Special Education'

Jan E. Tomsy is a partner at Fagen, Friedman, & Fulfrost, 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.'

M

Math: Lindamood- Bell: On Cloud Nine

The On Cloud Nine® Math Program, from Lindamood-Bell, develops the ability to image and verbalize the concepts and processes of math. Concept imagery and numeral imagery are integrated with language to improve both mathematical reasoning and mathematical computation. On Cloud Nine® instruction is effective for elementary math instruction and as an intervention for students of any age or grade level experiencing difficulty in math or not performing to their potential.

The underlying skills that On Cloud Nine® builds are the foundational skills needed to be successful in higher math.

On Cloud Nine® Math develops a student's ability to:

- Image numerals, numerical concepts, and the number line.
- Count by ones, twos, fives, and tens, and establish imagery for the base-ten math concept.

- Add and subtract with carrying and borrowing.
- Multiply and divide — and comprehend those functions.
- Solve word problems.
- Comprehend decimals and fractions.

Cost: \$1020 for five, three-hour sessions; includes the kit.



Network Meetings for all Related Services

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.

Nonpublic Schools and Nonpublic Agency Behavior Trainings: (open to all LEAs as well)

NPS/A requirements for annual renewal of certification, including the following as specified in Education Code 56366.1

Requirements for NPS/A renewal of certification:

1. Documentation of NPS/A staff training in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A pupil population.
2. Trainings shall be provided annually within 30 days of employment to new staff and all staff implementing behavior related services in the NPS/A. (see Attachment)

In response to the requirements for annual renewal of certification, SBCSELPA offers behavior trainings encompassing evidence-based practices and interventions.

Each training satisfies the following conditions:

1. Conducted by licensed or certified persons in fields related to evidence-based practices and interventions.
2. Taught in manner consistent with the development and implementation of individualized education programs.

SBCSELPA offers the following trainings that fulfill the new requirements of AB1172 for an NPS/A.

August 12, 9:00-10:30: Supporting Students with Behavioral Needs in School Settings (Free)

August 13, 10:00-11:30: Antecedent Interventions for Behavior (Free)

August 19, 8:30-3:00: Nonviolent Crisis Prevention Intervention (CPI) Initial (new to CPI) \$20 for book.

August 26, 8:30-3:00: Nonviolent Crisis Prevention Intervention (CPI) Refresher (renewals)\$20 for book.

September 2, 8:30-3:00: Nonviolent Crisis Prevention Intervention (CPI) Refresher (renewals) \$20 for book.

September 2, 9:00-10:30: A New Lens on Behavior: Evidence Based Knowledge for School Teams (Free)

September 3, 10:00-11:30: Data Collection for Behavior and IEP Goals (Free)

September 10, 10:00-11:30: Fundamentals of ABA (Free)

September 16, 8:30-3:00: Nonviolent Crisis Prevention Intervention (CPI) Initial (new to CPI) \$20 for book.



Occupational Therapy (TBD)



Reading

Dyslexia Training Institute

The Dyslexia Training Institute (DTI) returns for three days of training in Dyslexia and Reading Interventions. October 2021

Cost: \$60 for six hours of training.



SELPA-Bratton

The third annual SELPA-Bratton Awards honors eleven staff county wide for their hard work and dedication to students in Special Education. Please join us in honoring ten very deserving recipients.

Third Annual SELPA-Bratton May 10, Glen Annie Golf Course Frog Bar and Grill, 5:00-8:00.

September School Updates with SBCSELPA and Alpha Resource Center

Santa Barbara County Public Health and Local Education Agencies present School Updates to families.

SIRAS

Summer Updates in SIRAS

August 31, 1:00-3:00: 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.

SIRAS Boot Camps

August 19, 2:00-3:00: 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, and how to complete the meeting to be finalized in SIRAS. Training intended for new staff.

September 14, 1:30-3:00: Topics: Service Logs. Batch Printing IEPs for General Education staff, the MIS Summary page, and Emailing Forms Link and Electronic Signatures to be reviewed in this one and a half hour virtual training.

October 11, 2:00-3:30: Topics: Goal Developer, Various Meetings, Amendments, and the Document Library/Added Forms to be reviewed in this one and a half virtual training.

November 17, 1:30-3:00: Topics: Present Levels of Performance, generating Progress Reports, and generating Bulk Progress Reports to be reviewed in this one and a half hour virtual training.

March 1, 2:00-3:00: Topics: Searches, Statistical Reports, Special Factors/Low Incidence, and additional features in SIRAS to be reviewed in this one-hour virtual training.

March 15, 9:00-10:30: Topics: Behavior Intervention Plans reviewed in this hour and a half-hour virtual training.

SIRAS Trainings with SIRAS Team:

September 15: 8:30-11:30: Topics: CALPADS/ CASEMIS information updates

January 19, 8:30-10:30: Topics: Preparing for Transition Meetings. preparing for Statewide Assessment to be reviewed in this three-hour virtual training.

May 4, 8:30-11:30: Topics: End of year Calpads, Next Years Data, recap and reminders for year closure.

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

Colleges Tours

Explore options of college programs in Santa Barbara County and beyond. Participants will learn about residential placements, adult living, entrance requirements, and coursework in this multi-day series.

Audience: Parents, students, Guidance Counselors, School Psychologists, Agencies and all Educators.

Individual Transition Plan (ITP) Training

Participants will learn how to complete the new Individual Transition Plan (ITP) in SIRAS.

Audience: High School Special Education Teachers, Special Education Transition Age Teachers, Special Education Middle School Teachers.

Tri-County Regional Center (TCRC) Presentation to High School Programs

Tri-County Regional Center presents an overview of services and supports provided to high school programs throughout Santa Barbara County.

Audience: High School Mild-Moderate, Moderate-Severe Special Education Teachers, Administrators, Transition Age Youth Staff and Teachers.

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.

Transition Assessment Training (TBD)

A review of vetted Transition Assessments provided in this training. Participants will learn about various free resources for measuring students' skills in preparation for transition from high school to post-secondary education.

‘Mini’ LEA Professional Development Topics Available Upon Request

Contact Jennifer Connolly jconnolly@sbceo.org to book a **FREE** presentation.

Behavior Series

Understanding Brain States & Behavior

Participants will be introduced to the applied science of brain states and behavior regulation. The goal of this mini-PD is for staff to begin to understand the underpinnings for all human escalation cycles and how “behavior” is not unique to students with behavioral challenges. Staff will be guided through current research on the topic and have the opportunity to participate in activities that help integrate the content that is presented.

Supporting Students with Behavioral Needs in School Settings

This introductory mini-PD offers participants a brief overview of traditional vs brain-based perspectives on student dysregulation and challenges staff to reflect on their own narratives about student problem behavior. Additionally, a variety of proactive evidence-based practices for mitigating challenging behavior will be presented and participants will have an opportunity to apply strategies to case-studies in a small group activity.

How To “Coach” Students

This mini-PD is focused on practical, hands-on, evidence-based strategies for giving students feedback, offering supporting, and “correcting” pre-escalation behavior. Staff will reflect on how they like to be “coached” and then apply the scientific information shared to case examples they self-generate. The goal is for participants to walk away with a fresh perspective on how “coaching” vs correcting and/or inadvertent shaming of students could broadly help all the students they serve.

Default vs GROW: How our “Lens” Impacts the Way We Support Students

This mini-PD will start with a brief review of brain states and how behavior escalates in all humans, followed by an outline of the differences between “default” vs “GROW” lenses. The objective is for participants to understand what influences our perspectives and responses to student behavior and how students, especially students with challenging behavior, deserve scientific coaching practices rooted in dignity not punishment procedures.

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.

SELPA 28: SBCSELPA Continuum of Mental Health Services

Late in 2020, an Ad-Hoc Committee was formed to revise the SBCSELPA Continuum of Mental Health. This training is to introduce the new Continuum, discuss its function/limitations, and to provide information on two added services to the Continuum: Social Work Services and Parent Counseling.

SELPA 28A: SBCSELPA Wrap Supports Referral- recorded available on SBCSELPA YouTube Channel

The new Santa Barbara County SELPA Wrap Referral is here—and it’s fillable! This short training will explain what Wrap supports are, how the referral process works, and how to document on an IEP. This training will be recorded and available for viewing at your convenience.

Brain-Based Behavioral Perspectives and Support Strategies

Drawing from foundations of interpersonal neurobiology, applied developmental attachment, and specific communication skills; participants will gain a functional understanding of how educators can best support students who present with relational and behavioral challenges. Staff will then be able to calibrate their approach to meet the needs of the student as they exist in the moment, supporting emotional resilience and academic success.

Relational Scaffolding

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.

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.

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.

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.

‘Mini’ LEA Professional Development Topics Available Upon Request

List of events offered updated monthly.

Contact Jennifer Connolly jconnolly@sbceo.org to book a **FREE** presentation.

July

July 28: Lompoc BIP

August

August 2, 3, 4th: GROW Series (at SELPA 2nd and 3rd, in Santa Maria 4th)

August 5: Guadalupe CPI Training

August 6: SBCEO SIRAS Beginners Training

August 10: Orcutt SIRAS Beginners Training

August 12: SBCEO Montecito Union CPI Training

August 13: Buellton CPI

August 16: Hope: Behavior Training

August 16: Goleta CPI Training

August 16 & 17: SB Unified & Goleta Unified BIP 101 Refresher Series

August 16: Buellton: Welcome to RULER: How SEL Makes the Biggest Difference

August 18: Hope Supporting Students Behavior As We Return to School: Evidence Based Strategies

August 23: Buellton Welcome Back to Brain-Based Behavioral Support

August 26: SB Unified Welcome Back to Brain-Based Behavioral Support

August 30: Santa Ynez Welcome Back to Brain-Based Behavioral Support

September

September 2: NPA Behavior Series

September 3: SBPIC SELPA Overview, GROW, WRAP Information

September 9: Goleta, Brain States Introduction

September 10: Lompoc, SIRAS Training

September 13: SBUSD, GROW Training

September 13: Santa Ynez Valley Consortium, Brain States Review

September 20: Buellton, RULER Training

September 21: SB Charter, Conscious Discipline Intro.

September 28: Carpinteria School Psychs and Sped Staff (CMS) Brain States Introduction

September 29: Goleta, Brain States Part 2

October

October 6: SBUSD, GROW Training

October 6: Manzanita teachers, A New Lens on Behavior

October 7: Santa Ynez Valley Consortium, Introduction to PRT

October 13: GUSD, GROW Training

October 18: SBUSD, GROW Training

October 19: SB Charter, Conscious Discipline, Coaching

October 22: Santa Ynez Valley Consortium, De-Escalation Strategies within Everyday School Routines

October 22: Santa Ynez Valley Consortium, Functional Communication for ASD

October 27: -Manzanita IAs A New Lens on Behavior Part 2

October 27: Carpinteria Unified IAs, A New Lens on Behavior

November

November 4: Goleta GROW Training for Paraeducators

November 8: Santa Ynez Valley Consortium, How to Respond to Student Stress Cycles

November 10: Lompoc GROW Training for new teacher

November 10: Manzanita Charter, Brain State Coaching In Practice

November 16: Cold Springs School, A New Lens on Behavior Part 1

November 17: Carpinteria Middle School, A New Lens on Behavior Part 2

November 29: Buellton Unified, RULER

December

December 8: Adelante, De-escalation

January

January 6: Hope, CPI Physicals

January 10: SMB, CPI Initial

January 12: CMS New Lens on Behavior

January 28: SMJUHSD Data Collection

February

February 3: Goleta, Introduction to Captain and Evidence Based Strategies

February 7: CAC, What is CAPTAIN

February 9: Manzanita, Brain State Coaching

February 9: TCRC and Transition Collaborative: What is SELPA?

February 17: Goleta, EBP: Reinforcement

February 23: Carpinteria: Providing Feedback to Students

February 24: Hope Visual Supports EBP

March

March 9: Adelante Self- Care

March 17th Antecedent Based Interventions EBP

April

April 28th Reinforcement EBP

May

June

SBCSELPA Staff (note new emails)

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Youth Support Specialist (Bilingual)	

Amanda Munoz

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Youth Support Specialist (Bilingual)

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Alpha Resource Center

Dr. Ray Avilaravila@sbcseelpa.org

SBCSELPA Executive Director

Thank you to all 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 recorded trainings	
Santa Barbara SBCSELPA Conference Room	bhelt@sbceo.org
To book Santa Barbara SBCSELPA Conference Room	
Back2School Padlet of Resources	https://padlet.com/mslaterselpa4200/trcig7ygv4ood8uvback2school

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 7 Santa Barbara, CA 93111 (new location)

Zoom Conferencing

This Professional Development Offerings Booklet is updated monthly,

2021-22 LEA/District Cost Associated with Due Process SBCSELPA Account Balances

	Carryover Funding	2021-22 Allocation	<u>Expended to Date 2021-22</u>	Balance
Adelante Charter		\$ 5,804.00	\$ -	\$ 5,804.00
Blochman		\$ 5,562.00	\$ 2,125.00	\$ 3,437.00
Carpinteria		\$ 10,725.00	\$ 10,725.00	\$ -
Family Partnership Charter	\$ 10,000.00	\$ 6,005.00	\$ -	\$ 16,005.00
Goleta		\$ 14,768.00	\$ 147.50	\$ 14,620.50
Guadalupe		\$ 8,458.00	\$ -	\$ 8,458.00
Hope		\$ 7,503.00	\$ -	\$ 7,503.00
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	\$ 38,982.69	\$ 3,752.31
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	\$ 19,317.46	\$ 27,912.00	\$ -	\$ 47,229.46
Santa Maria-Bonita	\$ 89,672.23	\$ 50,711.00	\$ -	\$ 140,383.23
TOTAL	\$ 118,989.69	\$ 300,000.00	\$ 51,980.19	\$ 367,009.50

Payments to date to individual legal firms:

Dannis Woliver	\$	-
Fagen Friedman Fulfro	\$	-
Leibert Cassidy	\$	-
Hatch & Cesario	\$	-
Lozano Smith	\$	147.50
Peter Sansom	\$	-
Ruderman & Knox	\$	-
SISC Voluntary Coverage	\$	-
Reimbursements to Districts	\$	49,707.69
AALLR	\$	-

2021-22
YEAR TO DATE SELPA LEGAL FEES (RESERVE)

Beginning Balance \$ 325,000.00
YTD Expenditures

July	\$ -
August	\$ -
September	\$ 182.50
October	\$ -
November	\$ -
December	\$ 2,372.50
January	\$ -
February	\$ -
March	\$ 219.00
April	\$ -
May	\$ -
June	\$ -
TOTAL	\$ 2,774.00
ENDING BALANCE	\$ 322,226.00

Payments to Law Firms:

Dannis Woliver Kelley	\$ -
Fagen Friedman Fulfro	\$ 401.50
Law Office of Melissa Hatch	\$ -
Liebert Cassidy Whitmore	\$ -
Lozano Smith	\$ -
Musick, Peeler & Garrett	\$ -
Lana Clark	\$ -
Atkinson, Andelson, Loya	\$ -
Payments to Districts	\$ -

TOTAL 2021-22 LEGAL SETTLEMENTS TO DATE

Settlement Agreements None

2021-22 Year to Date Nonpublic School Placement Costs

District	# Students Currently Placed	# Students Cumulative Placements	Mental Health Placements				Non-Mental Health Placements SELPA 70% Districts 30% Estimated Cost	Total District Estimated Cost
			SELPA Paid YTD Total	Total Estimated Cost	District Estimated Cost	SELPA Estimated Costs		
Lompoc Unified - Mental Health Placements	1	2	\$ 63,992	\$ 104,220	\$ 23,780	\$ 105,636	\$ -	\$ 23,780
Orcutt Union - Mental Health Placements	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Santa Barbara Unified - Mental Health Placements	1	4	\$ 159,411	\$ 258,644	\$ 98,676	\$ 164,920	\$ -	\$ 98,676
Santa Maria Jt. Union - Mental Health Placements	1	1	\$ 100,406	\$ 190,474	\$ 112,134	\$ 78,340	\$ -	\$ 112,134
Santa Ynez Valley Consortium - Mental Health Placements	1	1	\$ 63,588	\$ 117,250	\$ 64,713	\$ 52,538	\$ -	\$ 64,713
TOTAL	4	7.5	\$ 387,396	\$ 670,587	\$ 299,303	\$ 401,433	\$ -	\$ 299,303

2021-22 Mental Health NPS Placement Budget	\$ 1,960,000 *
TOTAL YTD Mental Health Placement Paid	\$ 387,396
Estimated YTD Cost Remaining	\$ 283,191
Cost Subtotal	\$ 670,587
Less District Estimated Costs Reimbursed to SELPA	\$ (299,303)
Mental Health NPS Placement Expenses to SELPA (Estimated)	\$ 371,284
Mental Health NPS Balance Available (Estimated)	\$ 1,588,716

2021-22 Non Mental Health NPS Placement Budget	\$ 460,000 **
TOTAL YTD Non Mental Health Placement Costs (SELPA)	\$ -
Non Mental Health NPS Balance Available (Estimated)	\$ 460,000

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 funded 70% by SELPA. SELPA pays all invoices and bills the district for 30% of the costs.

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 2/24/22

*\$1,910,000 Annual Budget plus \$50,000 additional from 20-21 EFB

**\$360,000 Annual Budget plus \$100,000 additional from 20-21 EFB