

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

**Regular Meeting  
Monday, August 29, 2022  
Public Session – 12:00 p.m.  
Via ZOOM – Meeting ID: 829 3404 1226  
Pursuant to SBCSELPA Resolution 22-23-07**

**PUBLIC – Should you wish to attend the SBCSELPA JPA Board Meeting via Zoom please contact Lindsay MacDonald, SBCSELPA Office Manager, by Monday, August 29, 2022 at 11:00 a.m. to request Zoom Meeting Information and Login. Lindsay MacDonald can be contacted via email, [lmacdonald@sbcselpa.org](mailto: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. Election & Oath of Office for New Board Member Emilio Handall (North County Nondirect)
- F. SBCSELPA Executive Director’s Report

REF: I-F

**II. PUBLIC COMMENTS**

Please refer to information above regarding public comment guidelines.

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

IV. **APPROVAL OF ACTION AGENDA**

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

Motion: \_\_\_\_\_  
Second: \_\_\_\_\_  
In Favor: \_\_\_\_\_  
Opposed: \_\_\_\_\_  
Abstained: \_\_\_\_\_

V. **CONSENT AGENDA ITEMS**

- A. Minutes of June 6, 2022 Regular Meeting REF: V-A
- B. Minutes of August 5, 2022 Special Meeting REF: V-B
- C. Ratification of Payment Claims REF: V-C
- D. 2022-23 Research Agreement between The Regents of the University of California, University of California, Santa Barbara, and the Santa Barbara County Special Education Local Plan Area REF: V-D
- E. Amendment to Memorandum of Understanding (MOU) Provisions of Regional Implementation Lead (RIL) to Support the Implementation of Evidence-Based Practices REF: V-E
- F. 2022-2023 Legal Service Agreements REF: V-F
  - 1. Dannis Woliver Kelley
  - 2. Fagen Friedman and Fulfrost
  - 3. Liebert Cassidy Whitmore
  - 4. Lozano Smith
- G. 2022-2023 Nonpublic School (NPS) Individual Service Agreements (ISAs) REF: V-G
  - 1. Individual Service Agreement: Heritage Schools, Inc.
  - 2. Individual Service Agreement: Copper Hills Youth Center
  - 3. Individual Service Agreement: Diamond Ranch Academy
  - 4. Individual Service Agreement: Devereux Advanced Behavioral Health
  - 5. Individual Service Agreement: Falcon Ridge Ranch
- H. 2022-2023 Nonpublic School (NPS) Master Contract & Exhibit A Rates REF: V-H
  - 1. Exhibit A Rates Sheet: Casa Pacifica School
  - 2. Exhibit A Rates Sheet: Diamond Ranch Academy
  - 3. Exhibit A Rates Sheet: Deveraux Advanced Behavioral Health
  - 4. Exhibit A Rates Sheet: Heritage Schools, Inc.
  - 5. Exhibit A Rates Sheet: Triumph Academy
- I. 2022-2023 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates REF: V-I
  - 1. Exhibit A Rates Sheet: Behavioral Intervention Specialists of LA, LLC
  - 2. Exhibit A Rates Sheet: California Psychcare, Inc.
  - 3. Exhibit A Rates Sheet: Family Service Agency
  - 4. Exhibit A Rates Sheet: New Life Physical Therapy Services
  - 5. Exhibit A Rates Sheet: RO Health, LLC
  - 6. Exhibit A Rates Sheet: Haynes Family of Programs, Inc. dba STAR Academy
  - 7. Exhibit A Rates Sheet: Therapy Staff, LLC

V. **CONSENT AGENDA ITEMS** (continued)

- J. Employment Contract for Natalie Facio-Leon as SBCSELPA Mental Health Specialist
  - 1. 2022-23 Employment Contract

REF: V-J

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

Motion: \_\_\_\_\_  
 Second: \_\_\_\_\_  
 In Favor: \_\_\_\_\_  
 Opposed: \_\_\_\_\_  
 Abstained: \_\_\_\_\_

VII. **PRESENTATION**

- A. Unaudited Actuals Report, Fiscal Year 2021-2022 Presentation  
 Presenter: Rachel Wigle, SBCSELPA Chief Business Official

REF: VII-A

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

- A. 2021-2022 Unaudited Actuals Financial Report and Ending Fund Balance
  - 1. SBCSELPA Ending Fund Balance / Prior Year Comparison
  - 2. Recommendations for Undesignated Balances
  - 3. SBCSELPA Non-Mental Health Ending Fund Balance
  - 4. SBCSELPA Mental Health Ending Balance from SELPA
  - 5. SBCSELPA Calendar for Ending Fund Balance Allocation to LEAs
  - 6. Unaudited Actuals Financial Report

REF: VIII-A

It is recommended that the JPA Board approve the Unaudited Actuals Report and the proposed Ending Fund Balance designations and suggested LEA allocations as presented.

Motion: \_\_\_\_\_  
 Second: \_\_\_\_\_  
 In Favor: \_\_\_\_\_  
 Opposed: \_\_\_\_\_  
 Abstained: \_\_\_\_\_

- B. Santa Barbara County of Education Office (SBCEO) Regional Program Request to Close Hollister Regional Program in the 23-24 School Year Due to Projected Low Enrollment
  - 1. SBCEO Request

REF: VIII-B

It is recommended that the JPA Board approve the SBCEO Regional Program request to close the Hollister Regional Program in the 23-24 school year as presented.

Motion: \_\_\_\_\_  
 Second: \_\_\_\_\_  
 In Favor: \_\_\_\_\_  
 Opposed: \_\_\_\_\_  
 Abstained: \_\_\_\_\_

- C. Resolution 22-23-08 Recognizing a State of Emergency and Authorizing Teleconferenced Meeting for Regular Board Meeting on October 3, 2022
  - 1. Resolution 22-23-08

REF: VIII-C

It is recommended that the JPA Board approve Resolution 22-23-08 Authorizing the October 3, 2022 JPA Board Regular meeting to be held virtually as presented.

Motion: \_\_\_\_\_  
 Second: \_\_\_\_\_  
 In Favor: \_\_\_\_\_  
 Opposed: \_\_\_\_\_  
 Abstained: \_\_\_\_\_

- D. Santa Barbara County SELPA Local Plan Revision, Section 9, Part XVII REF: VIII-D  
*(Second Reading/Approval)*
  - 1. Local Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan, Part XVII Out-of-Home Care Funding

It is recommended that the JPA Board approve the revisions to Local Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan, Part XVII as presented.

Motion: \_\_\_\_\_  
 Second: \_\_\_\_\_  
 In Favor: \_\_\_\_\_  
 Opposed: \_\_\_\_\_  
 Abstained: \_\_\_\_\_

**IX. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION**

- A. Santa Maria-Bonita School District (SM-B) Letter of Intent to Take Back Occupational Therapy (OT) Services REF: IX-A
  - 1. Santa Mario-Bonita Letter of Intent
- B. SBCEO Request for Low Incidence SBCSELPA “Set Aside” Funds for Cold Spring School District for the 2021-2022 Academic Year REF: IX-B
  - 1. SBCEO Request
- C. Santa Barbara Charter School Request for Low Incidence SBCSELPA “Set Aside” Funds for the 2021-2022 Academic Year REF: IX-C
  - 1. Santa Barbara Charter School Request
- D. Resignation Notification from Amanda Munoz, SBCSELPA WRAP Youth Support Specialist REF: IX-D
  - 1. Resignation Letter
- E. Announcement of New SBCSELPA Staff Member, Rachel Bidinost, SBCSELPA WRAP Youth Support Specialist (YSS) REF: IX-E
- F. Announcement of New SBCSELPA Staff Member, Natalie Facio-Leon, SBCSELPA Mental Health Specialist REF: IX-F
- G. SBCSELPA 22-23 Professional Development REF: IX-G
  - 1. September 2022 Professional Development Calendar
  - 2. SBCSELPA 22-23 Professional Development Offerings Booklet (Updated July 2022)
- H. Community Advisory Committee (CAC) 21-22 Project – Parent Toolkit of Resources REF: IX-H
- I. SBCSELPA Back2School Padlet REF: IX-I
- J. Santa Barbara County SELPA Procedural Handbook Revisions REF: IX-J
  - 1. Section 6 – Positive Behavior Intervention for Special Education Students
  - 2. Behavior Emergency Report (BER)
  - 3. Section 7 – Low Incidence Disabilities and Services
- K. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances REF: IX-K



L. SBCSELPA Legal Fees Year-to-Date Reserve REF: IX-L

M. Nonpublic School (NPS) Year-to-Date Placement Expenditures REF: IX-M

X. **MISCELLANEOUS AGENDA ITEMS**

A. Items Proposed for Future Action or Discussion

B. Next Scheduled JPA Board Meeting: Date: October 3, 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

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

XIV. **ADJOURNMENT**

# Oath of Office

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

*State of California*

County of Santa Barbara

} ss

FOR THE OFFICE OF JPA Board Member – 2022-2023 Membership Term

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

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

\_\_\_\_\_  
*(Signature) Emilio Handall*

*Subscribed and sworn before me,*

*This 29th day of August, 2022*

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

## SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

August 29, 2022

### 1) Countywide Due Process/CDE Investigation Updates-

- *Eight (8) Due Process filings in progress and no CDE Investigations.*

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

- *We have a total of (5) SBCSELPA funded NPS placements.*

### 3) Local Plan Revision Process-

- *Section B of the Local Plan titled, "Governance and Administration" describes the structure of the governance and administration of the SELPA organization.*
- *SELPA's are required to submit a revised version of Section B by June 30 of the third year or if there is any change to the governance structure of the SELPA before the third year of the original development.*
- *Thirty-seven SELPA's will be required to submit to the CDE by June 30, 2023, a revised Section B.*
- *SBCSELPA is one of the 37 SELPA's who will participate in this process. A committee will be formed, and a timeline of the revision process will be shared at an upcoming JPA Board meeting.*

### 4) State Finance Update-

- **AB 602 "ONGOING" Funding Source:**

*Base Rate increased from \$715 per ADA in 21-22 to \$820 in 22-23.*

*A total increase of \$6,877,968 of Special Education funding county-wide (after property tax deduct)*

*This is the fifth year of increasing SPED funding!*

<u>Year</u>	<u>Base Rate</u>
22-23	\$820
21-22	\$715
20-21	\$625
19-20	\$557
18-19	\$539

### 5) Mental Health Update-

- *The potential "shift" of Federal and State Mental Health funds FROM SELPA's TO LEA's did not occur as stated in the Governor's January 2022 budget proposal. This funding continues to be initially arrived at the SELPA level (per the Governor's 2022-23 budget) and is disbursed out to our LEAs in SB County via the historical funding model.*
- *SBCSELPA will develop a Mental Health Funding Model Ad Hoc Committee to discuss and make recommendations to the JPA Board by May 2023 in preparation for a potential shift of these funds for the 2023-2024 academic year.*



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

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**  
**JOINT POWERS AGENCY BOARD**  
**MINUTES OF JUNE 6, 2022, REGULAR MEETING**  
**Santa Barbara Zoo**  
**500 Ninos Dr., Santa Barbara, CA 93103**  
**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 12:00 p.m. at the Santa Barbara Zoo.

**B. Roll Call**

Lindsay MacDonald took membership roll call.

Members Present: Amy Alzina, Clerk  
 Holly Edds  
 Antonio Garcia  
 Anne Hubbard, Chairperson  
 Randal Haggard, Vice-Chairperson  
 Hilda Maldonado  
 Susan Salcido

Members Absent: Trevor McDonald

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  
 Brian Helt, SBCSELPA Executive Assistant

**C. Flag Salute**

Anne Hubbard led the assembly in the Pledge of Allegiance.

**D. Welcome Guests**

Anne Hubbard welcomed everyone, there were no additional guests present at the meeting.

**E. Renew Membership for Current Board Members Randal Haggard, Antonio Garcia, Hilda Maldonado**

**F. SBCSELPA Executive Director's Report**

Ray Avila highlighted item #5 in his Executive Director's Report regarding "Mental Health Update." Ray also shared that as the SELPA enters the new school year, mental health needs in schools for students both with and without IEPs is noted as significant. Additionally, the SELPA website has been updated, redesigned, and released. The Board was satisfied; there were no further questions or comments.

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II. **PUBLIC COMMENTS**

There were no public comments.

III. **PUBLIC HEARING**

A. Santa Barbara County SELPA 2022-2023 Proposed Adopted Budget

- |                                  |                           |
|----------------------------------|---------------------------|
| 1. Convene Public Hearing        | <b>Opened: 12:04 p.m.</b> |
| 2. Discussion and Input          | <b>NONE</b>               |
| 3. Adjournment of Public Hearing | <b>Closed: 12:05 p.m.</b> |

Rachel Wigle, SBCSELPA Chief Business Official, updated the adopted budget for the increase in COLA for Special Education. The adopted budget included is the “Plan B” budget. Most recent information indicates that state legislature may reject the trailer bill language, in which case the SELPA will additionally revise the budget to reflect a return to the original budget. The Board was satisfied; there were no further questions or comments.

IV. **APPROVAL OF ADDITIONAL EMERGENCY ITEMS**

There were no additional emergency items presented.

V. **APPROVAL OF ACTION AGENDA**

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

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

**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

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

- A. **Minutes of May 2, 2022 Regular Meeting**
- B. **Ratification of Payment of Claims:** 01-691010 - 01-691019, 01-691883 – 01-691899, 01-692826 – 01-692843, 01-693848 – 01-693856.
- C. **2022-2023 Nonpublic School (NPS) Master Contract Rates**
  1. Exhibit A Rates Sheet: Cinnamon Hills
  2. Exhibit A Rates Sheet: Copper Hills Youth Center
  3. Exhibit A Rates Sheet: Falcon Ridge Ranch
  4. Exhibit A Rates Sheet: Lava Heights Academy
  5. Exhibit A Rates Sheet: Oak Grove Center
- D. **2022-2023 Nonpublic Agency (NPA) Master Contract Rates**
  1. Exhibit A Rates Sheet: ABS Kids
  2. Exhibit A Rates Sheet: Adams Silva McNally LLP
  3. Exhibit A Rates Sheet: CompHealth Staffing
  4. Exhibit A Rates Sheet: OT Arts – Lisa Serby
  5. Exhibit A Rates Sheet: ProCare
  6. Exhibit A Rates Sheet: Soliant Health
  7. Exhibit A Rates Sheet: STAR – ERA Ed

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- E. **2022-2023 Legal Service Agreements**
  - 1. Adams Silva McNally LLP
  - 2. Atkinson, Adelson, Loya, Ruud & Romo
  - 3. Hatch & Cesario
- F. **Revised Employment Contract Renewal for Deborah Umansky as Mental Health Specialist Clinical Psychologist**
  - 1. Revised 2022-23 Employment Contract

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

**Motion to Approve:** Susan Salcido **Second:** Amy Alzina

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

**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

VII. **PRESENTATION**

A. **SBCSELPA Professional Development 2021-2022 and 2022-2023**

**Presenter Jennifer Connolly, SBCSELPA Coordinator**

Anne Hubbard introduced the presentation and then turned the floor over to Jennifer Connolly, SBCSELPA Coordinator. Jennifer presented on behalf of the Professional Development conducted during the 2021-2022 school year, as well as a snapshot of the 2022-2023 school year. 2021-2022 saw the offering of mini-trainings at specific district sites, these are offered both virtually and in-person. Larger trainings were also offered across the county, these trainings were offered as full day, half day and one-to-two-hour trainings. During these difficult times Professional Development saw difficulty in staff availability in consideration of the difficulty in securing substitutes, travel was also a noted difficulty for staff. Most PDs were offered at no cost to districts.

A total of 78 mini trainings were conducted. A total of 101 County-wide trainings were held. 1,924 staff members attended PD this year. These numbers are noted as being lower than they were last year. This is due to staff being remote, and complications from the Covid-19 pandemic.

The SELPA has provided an online survey to staff members across the county. Statistical analysis indicates that over 99% of trained staff would use information presented from the training. Overall, the rating of the SELPA trainings was rated at 4.67 out of a possible 5.

The 2022-2023 One-Year Plan was provided to the JPA Board. All SBC districts are under compliance monitoring. This information was interpreted by the SELPA to gauge the district needs for specific SPED trainings. Additional information utilized in the composition of the One-Year Plan was the direct input from parents and professionals at the district level. LCAP targets are another information point included in the planning for future PDs.

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Projections for PD in 2022-2023 sees many topics returning. These trainings include, but are not limited to NCPI, Specialist Network Meetings, Legal Presentations, Reading, SIRAS, and more. Jennifer opened the floor for questions or suggestions on the Professional Development presentation.

Amy Alzina asked if PDs were going to be offered in the summer. The SELPA would love to schedule and offer needed trainings during the summer and is accepting requests from districts for their mini-PDs. August is already booking up. Districts are encouraged to connect with Jennifer if dates and topics are known.

Anne Hubbard asked about mandated screening trainings and LETRS, followed by Hilda Maldonado asking if all kids are screened for dyslexia. Currently, that is not a policy, but there is movement towards making a universal screening policy. The SELPA anticipates the ability to network with school psychologists and other SPED professionals for the purpose of composing a screening team. Hilda followed up with asking as to whether an EL library had been compiled. The SELPA keeps and updates regularly, a comprehensive library of documents for teachers to use for EL students.

Lastly, Jennifer reminded the JPA Board that the SELPA is beholden to provide what is needed, not what is assumed to be needed, so requests and suggestions are always welcomed and encouraged. The Board was satisfied; there were no further questions or comments.

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

- A. Santa Barbara County SELPA (SBCSELPA) 2022-2023 Proposed Adopted Budget**  
1. SBCSELPA Proposed Adopted Budget

**Recommendation:** The JPA Board approve the SBCSELPA 2022-2023 Proposed Adopted Budget as presented.

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

**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

The proposed adopted budget was provided last month, Ray Avila verbalized the desire for the SELPA office to be very prepared for whatever manifests from the Governor's office. Therefore, Rachel Wigle has prepared two budget plans, Plan A, and Plan B. Plan B considers the shift in mental health funds. The Board was satisfied; there were no questions or comments.

- B. New SBCSELPA Mental Health Manager Position**  
1. Job Description for SBCSELPA Mental Health Manager  
2. Salary Schedule

**Recommendation:** The JPA Board approve the proposed new SBCSELPA Mental Health Manager position job description and salary schedule.

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

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**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

Ray Avila shared that the current mental health specialist position has been reworked with the departure of Stephan Salter. The SELPA is being cautious not to over allocate funds in the case that the mental health funds are reverted to the districts. The new Mental Health Manager takes on responsibilities for the MH Specialist. The board was satisfied; there were no questions or comments.

**C. Employment Contract for Alison Lindsey as SBCSELPA Mental Health Manager**

1. 2022-2023 Employment Contract

**Recommendation:** The JPA Board approve employment contract for Alison Lindsey as SBCSELPA Mental Health Manager for the 2022-2023 school year as presented.

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

**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

Hilda Maldonado thanked Ray Avila for collapsing the position of Mental Health Specialist into the Mental Health Manager position for cost savings. The board was satisfied; there were no further questions or comments.

**D. Santa Barbara County SELPA Local Plan Revision to Support SBCSELPA  
“Plan B” Language (Second Reading/Approval)**

1. Section 9

**Recommendation:** The JPA Board approve the proposed revisions to the SBCSELPA Local Plan, Section 9 as presented.

**Motion to Approve:** Amy Alzina **Second:** Susan Salcido

**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

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

**E. 2022-2023 Annual Deferred Maintenance Projects**

1. Orcutt Union School District Request
2. SBCEO Request

**Recommendation:** The JPA Board approve funding of the annual deferred maintenance projects scheduled for 2022-2023 as presented.

**Motion to Approve:** Amy Alzina **Second:** Randal Haggard



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**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

The JPA Board was provided the cost of the 22-23 annual deferred maintenance projects. The board was satisfied; there were no questions or comments.

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

1. SBCEO Request
2. 2022-23 Regional Assessment & Tech Plan

**Recommendation:** The JPA Board approve SBCEO's request to exceed the non-salary budget caps in the 2022-2023 school year as presented.

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

**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

Regional staff are numerous but require tools for the work that they do. The JPA Board was provided a breakdown of costs on hardware replacement, new hardware provision, etc. SBCEO regional staff provide a wide range of services and serve an integral and essential part of county SPED, making these requests necessary and needed. The board was satisfied; there were no questions or comments.

**G. Proposed 2022-2023 SBCSELPA JPA Board Meeting Dates**

**Recommendation:** The JPA Board approve the proposed 2022-2023 SBCSELPA JPA Board Meeting dates as presented.

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

**Vote:** 7 – 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

The 2022-2023 JPA meeting schedule was provided to the board. The August/September meeting has yet to be determined and will be updated as soon as the SELPA office is able to establish pertinent details. Hilda Maldonado asked to check the district calendar to ensure that availability is determined. Lindsay informed Hilda that these dates took district restrictions into consideration. The board was satisfied; there were no further questions or comments.

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**IX. ITEMS FOR INFORMATION AND DISCUSSION**

**A. Second Interim Report Analysis and Recommendation for Period Ending January 31, 2022**

Ray Avila commented that the SELPA is always excited to receive a positive report, as received from the County Office. The second interim report indicates that the SELPA office received positive certification for a report previously provided. The Board was satisfied; there were no questions or comments.'

**B. SBCSELPA 2021-2022 Alternative Dispute Resolution (ADR)**

Jennifer Connolly shared with the JPA Board that the SELPA has an amazing ADR cadre program and group of individuals who are a part of the CADRE. The desire is to have individuals from every district on the ADR cadre, a snapshot was provided to the JPA Board that indicated the activities related to ADR, which were conducted during the school year.

Additionally, the JPA Board was provided data specific to the ADR intake during the 2021-2022 school year. Some cases are yet to be resolved; some have been resolved. Many disputes exist due to a breakdown of communication, or because the IEP has been written in a manner with which the parent does not agree. The Board was satisfied; there were no further questions or comments.'

**C. SBCSELPA Professional Development Summary for 2021-2022 and Proposed Plan for 2022-2023**

The JPA Board members collectively thanked Jennifer Connolly for her professional development presentation earlier in the meeting and the continuous training and support she continues to provide. The Board was satisfied; there were no questions or comments.

**D. Santa Barbara County SELPA Local Plan Revision, Section 9, XVII (*First Reading*)**

New legislation pertinent to foster students prompted the review and updating of this section of the Local Plan. Language revisions included vernacular adjusted on LCI, out of home care. The revisions will be brought back to the JPA Board at the next meeting for final approval and adoption. The JPA Board will receive a copy of the section showing the deleted language and markups, along with a final copy of the updated section. The Board was satisfied; there were no questions or comments.

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

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

**F. SBCSELPA Legal Fees Year-to-Date Reserve**

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

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

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

SBCSELPA JPA BOARD  
MINUTES OF JUNE 6, 2022, REGULAR MEETING

X. **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:** September / August **TBD**, 2022  
**Time:** 12:00 p.m.  
**Location:** **TBD**

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

There were no public comments.

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

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

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

XIII. **RECONVENE TO PUBLIC SESSION:** Anne Hubbard called the meeting back into Public Session at 12:50 p.m. Report of action taken in Closed Session, as appropriate.

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

Motion: Amy Alzina Second: Antonio Garcia

In Favor: 7 Opposed: 0 Abstained: 0

XIV. **ADJOURNMENT**

The meeting was adjourned at 12:51 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: V-B

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**  
**JOINT POWERS AGENCY BOARD**  
**MINUTES OF AUGUST 5, 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 Anne Hubbard at 12:03 p.m. via Zoom (**Meeting ID: 814 6629 1386**).

**B. Roll Call**

Lindsay MacDonald took membership roll call.

Members Present: Holly Edds  
 Antonio Garcia  
 Randal Haggard, Vice-Chairperson  
 Anne Hubbard, Chairperson

Members Absent: Amy Alzina, Clerk  
 Hilda Maldonado  
 Trevor McDonald  
 Susan Salcido

Others Present: Ray Avila, SBCSELPA Executive Director and Secretary to the Board,  
 and other SBCSELPA staff:  
 Lindsay MacDonald, SBCSELPA Office Manager  
 Rachel Wigle, SBCSELPA Chief Business Official

**C. Flag Salute**

Anne Hubbard 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 AUGUST 5, 2022 SPECIAL MEETING

IV. **APPROVAL OF ACTION AGENDA**

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

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

**Vote:** 4 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, and Anne Hubbard voting in favor; none opposed.

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

VI. **PRESENTATION: No Presentation.**

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

A. **Resolution 22-23-07 Recognizing a State of Emergency and Authorizing Teleconferenced Meeting for Regular Board Meeting on August 29, 2022**

1. Resolution 22-23-07

**Recommendation:** The JPA Board approve the Resolution 22-23-07 Authorizing the August 29, 2022 JPA Board Regular Meeting to be held virtually as presented.

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

**Vote:** 4 – 0 The motion passed with JPA Board Members Holly Edds, Antonio Garcia, Randal Haggard, and Anne Hubbard 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:** August 29, 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.

\_\_\_\_\_  
Anne Hubbard, Chairperson  
Santa Barbara County SELPA

\_\_\_\_\_  
Ray Avila, Secretary  
Santa Barbara County SELPA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Checks Dated 05/18/2022 through 08/17/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-694802	05/24/2022	Deborah Umansky	01-5200		1,014.93
01-694803	05/24/2022	Fowler Mediation	01-5800		500.00
01-694804	05/24/2022	Santa Barbara Unified District	01-7281		69,393.50
01-694805	05/24/2022	U.S. Bank Equipment Finance	01-5860		259.59
01-695687	05/31/2022	Alison Lindsey	01-5910		70.00
01-695688	05/31/2022	Amanda Munoz	01-5910		70.00
01-695689	05/31/2022	Barbara Katic	01-5860		3,000.00
01-695690	05/31/2022	Buellton Union School District	01-5830		3,752.31
01-695691	05/31/2022	Cassandra Silvola	01-4310		127.69
01-695692	05/31/2022	Chelsea Oftedal	01-4310		60.86
01-695693	05/31/2022	Crystal Ramos	01-5800		696.00
01-695694	05/31/2022	Emily Hattouni	01-5860		3,000.00
01-695695	05/31/2022	Emma Pierini	01-5860		3,000.00
01-695696	05/31/2022	FAGEN FRIEDMAN & FULFROST LLP	01-5800		1,387.00
01-695697	05/31/2022	Frontier	01-5910		238.41
01-695698	05/31/2022	Goleta Union School District	01-5830	14,620.50	
			01-7281	1,388.85	16,009.35
01-695699	05/31/2022	Graciela Vega	01-5910		70.00
01-695700	05/31/2022	Jane Harpster	01-4310		643.06
01-695701	05/31/2022	Lisa Foote	01-5910		70.00
01-695702	05/31/2022	Luisana Suchilt	01-5860		3,000.00
01-695703	05/31/2022	Monica Galindo	01-5860		3,000.00
01-695704	05/31/2022	Natalie Facio-Leon	01-5910		70.00
01-695705	05/31/2022	Nicholas Scheel	01-5860		3,000.00
01-695706	05/31/2022	Patterson Associates	01-5600		6,199.00
01-695707	05/31/2022	Philbert Pandac	01-5910		70.00
01-695708	05/31/2022	Rachel Bidinost	01-5910		35.00
01-695709	05/31/2022	Robyn Young	01-5200		688.30
01-695710	05/31/2022	Rosy Bucio	01-5910		70.00
01-695711	05/31/2022	Santa Barbara Charter School	01-5830		1,377.00
01-695712	05/31/2022	School Services of California	01-5800		275.00
01-695713	05/31/2022	Sparkletts	01-5860		129.31
01-695714	05/31/2022	Staples Credit Plan	01-4300		486.92
01-695715	05/31/2022	Stephan Salter	01-5910		70.00
01-695716	05/31/2022	Stephanie Guertin	01-5910		70.00
01-695717	05/31/2022	X Tech Laser Printing Inc.	01-5860		47.25
01-696492	06/07/2022	Amanda Munoz	01-5200		606.00
01-696493	06/07/2022	Barbara Katic	01-5200		117.58
01-696494	06/07/2022	Carpinteria Unified District	01-5830		10,725.00
01-696495	06/07/2022	Clover Educational Cons. Grp.	01-5860		1,500.00
01-696496	06/07/2022	Frontier	01-5910		173.11
01-696497	06/07/2022	Goleta Union School District	01-5860		21,871.41
01-696498	06/07/2022	Graciela Vega	01-5200		376.86
01-696499	06/07/2022	Heritage School	01-5890		39,944.00
01-696500	06/07/2022	Jane Harpster	01-4310		494.24
01-696501	06/07/2022	Lisa Foote	01-5200		661.64

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Checks Dated 05/18/2022 through 08/17/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-696502	06/07/2022	Mary Beth Coyne	01-4310		111.03
01-696503	06/07/2022	Rachel Bidinost	01-5200		342.22
01-696504	06/07/2022	Rosy Bucio	01-5200		643.62
01-696505	06/07/2022	Stephanie Guertin	01-5200		423.95
01-696506	06/07/2022	Verizon Wireless	01-5910		239.98
01-696507	06/07/2022	X Tech Laser Printing Inc.	01-5860		90.83
01-697748	06/14/2022	ALD Telecom	01-5910		56.66
01-697749	06/14/2022	Alison Lindsey	01-4300	1,696.95	
			01-5200	202.30	1,899.25
01-697750	06/14/2022	Big Green Cleaning Company	01-5860		365.00
01-697751	06/14/2022	Copper Hills Youth Center	01-5890		32,950.00
01-697752	06/14/2022	County Education Office	01-5800		7,050.00
01-697753	06/14/2022	Crystal Ramos	01-5800		696.00
01-697754	06/14/2022	Jennifer Connolly	01-4300		51.66
01-697755	06/14/2022	Lindsay MacDonald	01-4300		19.85
01-697756	06/14/2022	Natalie Facio-Leon	01-5200		588.51
01-697757	06/14/2022	Ray Avila	01-5200		1,253.62
01-697758	06/14/2022	Sage Communications, Inc.	01-5910		557.50
01-697759	06/14/2022	Staples Business Credit	01-4310		52.24
01-697760	06/14/2022	VISA	01-4300	3,224.86	
			01-5800	1,196.17	4,421.03
01-698712	06/21/2022	Aperture Education	01-4300		5,032.50
01-698713	06/21/2022	Buellton Union School District	01-7281		33.43
01-698714	06/21/2022	City of Santa Maria-Alarm Prog	01-5800		213.00
01-698715	06/21/2022	Cpr Computer Services	01-5860		1,200.00
01-698716	06/21/2022	Frontier	01-5910		78.51
01-698717	06/21/2022	Goleta Union School District	01-7281		615.00
01-698718	06/21/2022	Great America Financial Svcs.	01-5860		160.65
01-698719	06/21/2022	██████████ <b>NPS 2019-20-60</b>	01-5890		615.80
01-698720	06/21/2022	Rosy Bucio	01-4300		639.99
01-698721	06/21/2022	Santa Barbara Charter School	01-5830		399.00
01-698722	06/21/2022	Stanley Convergent Security So	01-5800	206.46	
			01-5860	70.11	276.57
01-698723	06/21/2022	Taryn Hurvitz	01-5200		132.79
01-698724	06/21/2022	U.S. Bank Equipment Finance	01-5860		259.59
01-699676	06/28/2022	Alison Lindsey	01-5910		35.00
01-699677	06/28/2022	Amanda Munoz	01-5910		35.00
01-699678	06/28/2022	Crystal Ramos	01-5800		696.00
01-699679	06/28/2022	Frontier	01-5910		114.72
01-699680	06/28/2022	Graciela Vega	01-5910		35.00
01-699681	06/28/2022	Heritage School	01-5890		14,777.00
01-699682	06/28/2022	Lisa Foote	01-5910		35.00
01-699683	06/28/2022	Natalie Facio-Leon	01-5910		35.00
01-699684	06/28/2022	Patterson Associates	01-5600		6,199.00
01-699685	06/28/2022	Patty Luna	01-5800		377.00
01-699686	06/28/2022	Philbert Pandac	01-5910		35.00

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## Checks Dated 05/18/2022 through 08/17/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-699687	06/28/2022	Rachel Bidinost	01-5910		35.00
01-699688	06/28/2022	Rosy Bucio	01-5910		35.00
01-699689	06/28/2022	Santa Maria Jt.union High Dist	01-5830		36,229.46
01-699690	06/28/2022	Stephan Salter	01-5910		35.00
01-699691	06/28/2022	Stephanie Guertin	01-5910		35.00
01-700842	07/05/2022	Foote, Lisa A	01-5200		238.68
01-700843	07/05/2022	Lindsey, Alison	01-5200		58.09
01-700844	07/05/2022	APPLE INC.	01-4300		1,874.37
01-700845	07/05/2022	Frontier	01-5910		313.66
01-700846	07/05/2022	Goleta Union School District	01-5860	6,600.00	
			01-7281	332.47	6,932.47
01-700847	07/05/2022	Jane Harpster	01-4310		130.86
01-700848	07/05/2022	Montecito Union School	01-5830		8,204.00
01-700849	07/05/2022	School Services of California	01-5800		250.00
01-700850	07/05/2022	Staples Credit Plan	01-4300		240.22
01-700851	07/05/2022	X Tech Laser Printing Inc.	01-5860		47.25
01-701487	07/12/2022	Amanda Munoz	01-5200		443.90
01-701488	07/12/2022	Boyd Move Management, Inc.	01-5860		371.92
01-701489	07/12/2022	COALITION FOR ADEQUATE FUNDING	01-5300		1,400.00
01-701490	07/12/2022	Copper Hills Youth Center	01-5890		13,100.00
01-701491	07/12/2022	Crystal Ramos	01-5800		696.00
01-701492	07/12/2022	Frontier	01-5910		42.96
01-701493	07/12/2022	Goleta Union School District	01-5860		26,183.78
01-701494	07/12/2022	Graciela Vega	01-5200		334.15
01-701495	07/12/2022	Natalie Facio-Leon	01-5200		451.03
01-701496	07/12/2022	Rachel Bidinost	01-5200		535.27
01-701497	07/12/2022	SELPA ADMINISTRATORS OF CALIF.	01-5300		1,660.00
01-701498	07/12/2022	Stephanie Guertin	01-5200		290.86
01-701499	07/12/2022	Verizon Wireless	01-5910		239.98
01-701500	07/12/2022	West Shield Adolescent Service	01-5890		9,882.71
01-701501	07/12/2022	X Tech Laser Printing Inc.	01-5860		47.25
01-702390	07/19/2022	Avila, Ray S	01-5200		1,167.20
01-702391	07/19/2022	ALD Telecom	01-5910		57.40
01-702392	07/19/2022	██████████ NPS 2021-22-69	01-5890		1,023.90
01-702393	07/19/2022	Devereux Florida	01-5890		6,932.72
01-702394	07/19/2022	Frontier	01-5910		76.50
01-702395	07/19/2022	Great America Financial Svcs.	01-5860		160.65
01-702396	07/19/2022	Patterson Associates	01-5600		4,230.94
01-702397	07/19/2022	Santa Barbara Unified District	01-5860		25,250.00
01-702398	07/19/2022	SIRAS Systems	01-5850		47,406.25
01-702399	07/19/2022	Sisc li Property & Liability	01-5450		5,890.00
01-702400	07/19/2022	Stanley Convergent Security So	01-5860		70.11
01-702401	07/19/2022	VISA	01-4300	3,304.26	
			01-5200	400.00	
			01-5800	576.91	4,281.17

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

ESCAPE ONLINE

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**Checks Dated 05/18/2022 through 08/17/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-702402	07/19/2022	West Shield Adolescent Service	01-5890		6,969.22
01-703225	07/26/2022	Bucio, Rosy	01-5910		35.00
01-703226	07/26/2022	Foote, Lisa A	01-5910		35.00
01-703227	07/26/2022	Pandac, Philbert R	01-5910		35.00
01-703228	07/26/2022	ACSA	01-5300		60.83
01-703229	07/26/2022	Amanda Munoz	01-5910		35.00
01-703230	07/26/2022	Falcon Ridge Ranch	01-5890		449.00
01-703231	07/26/2022	Frontier	01-5910		115.36
01-703232	07/26/2022	Graciela Vega	01-5910		35.00
01-703233	07/26/2022	Hope School District	01-5830		5,417.80
01-703234	07/26/2022	Natalie Facio-Leon	01-5910		35.00
01-703235	07/26/2022	Orcutt Union School District	01-7281		67,220.55
01-703236	07/26/2022	Rachel Bidinost	01-5910		35.00
01-703237	07/26/2022	Stephanie Guertin	01-5910		35.00
01-703238	07/26/2022	Tri-Valley Trophies & Specialties Co.	01-4300		4,145.66
01-703239	07/26/2022	U.S. Bank Equipment Finance	01-5860		259.59
01-703240	07/26/2022	West Shield Adolescent Service	01-5890		4,654.05
01-704019	08/02/2022	Crystal Ramos	01-5800		696.00
01-704020	08/02/2022	Frontier	01-5910		129.84
01-704021	08/02/2022	Graciela Vega	01-5200		314.75
01-704022	08/02/2022	Guadalupe Union School Dist.	01-5830		8,458.00
01-704023	08/02/2022	Hope School District	01-5830		1,372.20
01-704024	08/02/2022	Natalie Facio-Leon	01-5200		253.13
01-704025	08/02/2022	Rachel Bidinost	01-5200		976.25
01-704026	08/02/2022	Regents of Univ. of CA	01-5100		22,325.14
01-704027	08/02/2022	Robyn Young	01-5860		5,000.00
01-704028	08/02/2022	Santa Barbara Charter School	01-5830		541.50
01-704029	08/02/2022	SCCOE - Inclusion Collab.	01-5200		329.00
01-704030	08/02/2022	Staples Credit Plan	01-4300		252.97
01-704031	08/02/2022	Stephanie Guertin	01-5200		332.19
01-704032	08/02/2022	U.S. Bank Equipment Finance	01-5860		923.87
01-704033	08/02/2022	Valerie Vigil	01-4310		11.84
01-704034	08/02/2022	X Tech Laser Printing Inc.	01-5860		47.25
01-704808	08/09/2022	MacDonald, Lindsay	01-4300		10.11
01-704809	08/09/2022	Amanda Munoz	01-5200		284.75
01-704810	08/09/2022	Blochman Union School District	01-5830		2,125.00
01-704811	08/09/2022	Copper Hills Youth Center	01-5890		14,015.00
01-704812	08/09/2022	Crystal Ramos	01-5800		696.00
01-704813	08/09/2022	Falcon Ridge Ranch	01-5890		12,214.00
01-704814	08/09/2022	Frontier	01-5910		172.12
01-704815	08/09/2022	Goleta Union School District	01-7281		317.26
01-704816	08/09/2022	Heritage School	01-5890		14,624.00
01-704817	08/09/2022	Hope School District	01-7281		16,635.00
01-704818	08/09/2022	Staples Business Credit	01-4310		95.93
01-704819	08/09/2022	Verizon Wireless	01-5910		245.20
01-705698	08/16/2022	Avila, Ray S	01-5200		68.51

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

ESCAPE ONLINE

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**Checks Dated 05/18/2022 through 08/17/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-705699	08/16/2022	ALD Telecom	01-5910		63.32
01-705700	08/16/2022	County Education Office	01-7282		171,067.65
01-705701	08/16/2022	Cpr Computer Services	01-5860		1,150.00
01-705702	08/16/2022	Crystal Ramos	01-5800		696.00
01-705703	08/16/2022	Diamond Ranch Academy, Inc.	01-5890		11,251.60
01-705704	08/16/2022	Frontier	01-5910		83.93
01-705705	08/16/2022	Goleta Union School District	01-5860		26,834.21
01-705706	08/16/2022	██████████ <b>NPS 2021-22-70</b>	01-5890		1,061.14
01-705707	08/16/2022	Hope School District	01-5830		100.00
01-705708	08/16/2022	Kathrine Sanchez	01-4310		50.01
01-705709	08/16/2022	Margaret Slater	01-5800		1,850.00
01-705710	08/16/2022	Stanley Convergent Security So	01-5860		70.11
01-705711	08/16/2022	VISA	01-4300	730.44	
			01-5200	130.70	
			01-5800	2,713.75	
			01-5840	250.00	3,824.89
01-705712	08/16/2022	X Tech Laser Printing Inc.	01-5860		258.46
<b>Total Number of Checks</b>			<b>190</b>		<b>900,549.72</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	190	900,549.72
	Total Number of Checks	<b>190</b>	900,549.72
	Less Unpaid Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>900,549.72</b>

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

**RESEARCH AGREEMENT**

**Between**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
UNIVERSITY OF CALIFORNIA, SANTA BARBARA**

**And**

**THE SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA OFFICE**

This Research Agreement (“Agreement”) for mental health research/services is entered into on this 5th day of July, 2022 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Santa Barbara campus, hereinafter called “University,” and, THE SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA OFFICE, having a principal place of business at 5385 Hollister Avenue, Box 107, Santa Barbara, CA 93111, hereinafter called “Sponsor.”

WHEREAS, University is a non-profit organization dedicated, in part, to engaging in high quality research activities for the advancement of knowledge and benefit of the public;

WHEREAS, the research project contemplated by this Agreement is of mutual interest and benefit to both the University and Sponsor, and is consistent with the research and educational objectives of the University;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. Statement of Work

University, through its Principal Investigator(s), shall use reasonable efforts to perform the research activities set forth in the Statement of Work attached hereto as Exhibit A, which is hereby incorporated in full by reference. Sponsor acknowledges and agrees that University cannot guarantee the results of any of its efforts, and that minor deviations from the Statement of Work may occur to further the scientific goals of the Statement of Work.

2. Deliverables

University shall provide Sponsor with a final technical report within ninety (90) days after the end date of this Agreement.

3. Performance Period and Term of the Agreement

The Period of Performance and the Term of this Agreement shall be from 08/01/2022 through 07/31/2023.

4. Cost to Sponsor

The cost to Sponsor for University’s performance hereunder shall be \$124,710. This Agreement shall be performed on a “cost reimbursement” basis. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

5. Payment

University shall submit invoices quarterly in standard University invoicing format. Checks shall be made payable to The Regents of the University of California and shall be sent to:

Cashier's Office  
SAASB Building, Room 1212  
Santa Barbara, California 93106-2003

Payments should refer to both the Principal Investigator's last name and Sponsor's name.

6. Principal Investigator

University's performance hereunder will be under the direction of Dr. Shane Jimerson who will serve as Principal Investigator ("Principal Investigator"). In the event that the Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate Principal Investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 14 hereof. The Sponsor understands and agrees that the Principal Investigator and/or Project Director is the scientific contact for the University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to the University's Office of Research and must comply with the notice requirements of this Agreement.

7. Rights in Data.

University will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by University under this Agreement or received in the performance of this Agreement except as set forth in Article 10 ("Confidentiality") hereof. Except as set forth in Article 9 ("Copyright"), Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder. It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested, endorsed or approved any product, service or company. Sponsor understands and agrees that such data is provided "as is" and thus, Sponsor uses such data at its own risk. University extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

8. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University.

9. Copyright

Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by University in the performance of this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

10. Confidentiality

During the course of this Agreement, Sponsor may provide University with certain proprietary business or technical information or materials (“Confidential Information”). Except as required by law, and as long as all written disclosures of Confidential Information are clearly marked “Confidential” and all oral disclosures of Confidential Information are both identified as confidential at the time of disclosure and are thereafter reduced to a writing that is clearly marked “Confidential” within fourteen (14) days of such oral disclosure, University will hold Confidential Information in confidence and agrees to prevent its disclosure to third parties using the same degree of care that the University uses with its own information of like kind. Confidential Information shall be provided only to University’s Principal Investigator and only on a “need to know” basis. This obligation shall continue in effect for three (3) years after expiration or termination of the Agreement.

Information and materials disclosed by Sponsor shall not be considered confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in University’s possession prior to Sponsor’s disclosure as shown by written records; (3) is rightfully disclosed to University by a third party; or, (4) is independently developed by or for University without reliance upon confidential information received by Sponsor.

Because University is a public, non-profit educational institution and does not have identified resources to sustain liability for disclosure of information, Sponsor agrees that no financial liability shall attach to University in the event such disclosure occurs.

11. Publication

University shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (“Review Period”). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor’s Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

12. Applicable Law

This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.

13. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below, at following address:

University: Kevin Loza  
Sponsored Projects Officer  
Office of Research  
University of California  
Santa Barbara, CA 93106-2050

Sponsor: Dr. Ray Avila  
Santa Barbara County SELPA

5385 Hollister Ave., Box 107  
Santa Barbara, CA 93111

14. Termination

Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

15. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party. However, nothing in this Article is intended to restrict either party from disclosing the existence of and nature of this agreement (including the name of the other party) or from including the existence of and nature of this agreement in the routine reporting of its activities.

16. Indemnification

Sponsor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees.

University shall defend, indemnify, and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

This section shall survive the termination or expiration of this Agreement.

17. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

18. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

19. Amendments.

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

20. Miscellaneous.

20.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

20.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

20.3 Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

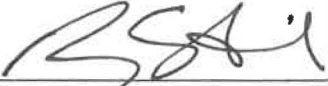
20.4 No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

21. Entire Agreement

This Agreement and Exhibit A constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

THE SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN  
AREA OFFICE

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

By:   
Name: Ray Avila  
Title: Director  
Date: 7-11-22

By: \_\_\_\_\_  
Name: Kevin Loza  
Title: Sponsored Projects Officer  
Date:

## Exhibit A

### Understanding and Promoting Policy and Programming for Students with Emotional and Behavioral Disturbances

#### The Topic

This project continues to focus on further understanding support services in schools for students with pervasive emotional and behavioral challenges. These students require a large array of supports including, but not limited to, proactive classroom management techniques, specialized academic instruction, motivation systems, frequent goal setting and monitoring, mentor-based supports, school-home collaborative efforts, and psychotherapeutic services. While research has continually emphasized these components, many programs serving students with Emotional Disturbance insufficiently adhere to evidence-based practices. Moreover, analyses of these students' trajectories reveal patterns of unhealthy behavior that persist into adulthood. The present collaboration will continue to offer exploratory analysis of the implementation and outcomes of the CTE program, a comprehensive program consisting of several evidence-based practices to promote social-emotional growth in students with Emotional and/or Behavioral Disturbance (EBD). This information can inform future implementation, and has implications for future SB County SELPA policy and programming for students with EBD.

#### The Collaboration

The research and evaluation component with SB County SELPA involves our assistance in understanding the implementation and outcomes associated with the SB County SELPA support services for students with Emotional and Behavioral Disturbances across each of the schools.

To date, this process involves multiple meetings with the SB County SELPA Director and the SB County SELPA Mental Health Specialist to discuss topics essential to understanding implementation and outcomes. The first step of these activities involves specification and prioritization of the particular questions that are of most interest for the SB County SELPA to understand.

Questions /priorities that will continue to be examined, include;

1. What mental health interventions and strategies are most effective in supporting students that are eligible for special education as *emotionally disturbed*?
  - a. What strategies or curricular components utilized in group counseling are deemed to be most successful in assisting students that are eligible for special education as emotionally disturbed (ED).
  - b. What frequency and duration of group counseling most highly correlated with a higher rate of program compliance?
2. From the information obtained, what further professional development is needed to facilitate the success of teachers in meeting the needs of students with Emotional and Behavioral Disturbances within the SB County SELPA context?
  - a. For both implementation and outcomes, each of the results will be carefully examined to determine what further professional development is needed.

The collaborative team will initially explore archival data that they have and facilitating the identification of questions and criteria to examine the implementation fidelity of the program that they are using across each of the sites,

The SB County SELPA will orchestrate the necessary infrastructure to obtain the information that they need, and we will collaborate further to understand the data and implications for future implementation and professional development.



Award #SB230003

The collaboration is critical to understanding and ultimately supporting the needs of students receiving special education services for Emotional and Behavioral Disturbances in SB County.

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
PROVISIONS OF REGIONAL IMPLEMENTATION LEAD TO  
SUPPORT THE IMPLEMENTATION OF EVIDENCE-BASED PRACTICES**

**WHEREAS**, the parties have previously entered into a Memorandum of Understanding ("MOU") between the Marin County SELPA ("MSELPA") and Santa Barbara County SELPA ("Provider") and collectively referred to as the Parties;

**WHEREAS**, the parties have established and utilized a Regional Implementation Lead to support and provide leadership for the implementation of Evidence-Based Practices ("EBP"); and

**WHEREAS**, for the 2022-2023 school year the parties wish to establish Tiers of Participation, with accompanying fiscal support set forth; and

**NOW THEREFORE**, the MOU is hereby amended as follows:

1. Exhibit "A" hereto shall be the Tiers of Participation and accompanying fiscal support for the Provider and Regional Implementation Leads for the 2022-2023 school year.
2. Provider shall participate in Tier III for a total allocation of \$26,036.
3. All other provisions of the MOU shall remain in effect.

MARIN COUNTY SELPA

PROVIDER

By: \_\_\_\_\_

By: Santa Barbara County SELPA

Name: \_\_\_\_\_

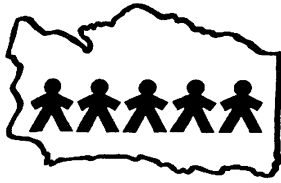
Name: Ray Avila

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: 7-11-22



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

Date: August 29, 2022  
To: SBCSELPA JPA Board  
From: Ray Avila, SBCSELPA Executive Director  
Re: 2022-2023 Legal Services Agreements

**BACKGROUND:**

- As per the Local Plan, each year SBCSELPA solicits contractual agreements on an open, ongoing bid basis for legal/attorney services with law firms.
- SBCSELPA has received legal services agreements from the following legal firms for 2022-2023:
  1. Dannis Woliver Kelley
  2. Fagen Friedman and Fulfroft
  3. Liebert Cassidy Whitmore
  4. Lozano Smith

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

**RECOMMENDATIONS:** The JPA Board approve the four 2022-2023 legal service agreements as presented.

RA:lm



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

**San Francisco**

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August 11, 2022

**VIA EMAIL**

Ray Avila  
 Executive Director  
 Santa Barbara County Special Education Local Plan Area  
 5385 Hollister Ave., Bldg. 7  
 Santa Barbara, CA 93111

Re: 2022-2024 Agreement for Professional Services

Dear Ray:

For more than 45 years, we have provided legal advice and counseling services to California school and community college districts and other educational agencies. We appreciate more than ever the opportunity to be your partner in achieving your core mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. Together, we have met the challenges of a worldwide pandemic and have stood by your side to help you change course repeatedly, pivot often and innovate in the moment. We remain your steadfast allies and will support you with our full range of expertise to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for the 2022-2023 and 2023-2024 school years which includes some new terms enabling us to better meet current and future challenges on your behalf. The top end of rate ranges for our different attorney groups will increase by \$5 to \$15 dollars; however, for the first time, we are providing a two-year Agreement. This means there will be no changes to the billing ranges during this time period, although individual attorney hourly rates may be adjusted within the existing ranges.

We are excited to add the category of "Shareholder Emeritus" so that attorneys with decades of experience who have stepped back from active firm management can continue to offer you the highest level of legal expertise. We have added sections to comply with new laws in the areas of fingerprinting and vaccinations. Finally, our modes of communication and providing advice have been updated to keep pace with technology.

We will continue to offer the Santa Barbara County Special Education Local Plan Area efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

**SAN FRANCISCO**  
 200 California Street  
 Suite 400  
 San Francisco, CA 94111  
 TEL 415.543.4111  
 FAX 415.543.4384

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

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

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

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

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

**FRESNO**  
 7170 N. Financial Drive  
 Suite 135  
 Fresno, CA 93720  
 TEL 559.388.5802  
 FAX 559.388.5803

[www.DWKesq.com](http://www.DWKesq.com)

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

Best regards,

DANNIS WOLIVER KELLEY

A handwritten signature in blue ink, appearing to read "Amy R. Levine". The signature is fluid and cursive, with a long vertical stroke at the end.

Amy R. Levine  
ARL:clb

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on August 10, 2022, by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as SELPA, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

**SCOPE OF SERVICES.** SELPA appoints Attorney to represent, advise, and counsel it from July 1, 2022, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

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

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, SELPA agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred seventy-five dollars (\$375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred dollars (\$300) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty-five dollars (\$265) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars (\$395) to four hundred fifty dollars (\$450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Mr. Dannis' hourly rate shall be \$450. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to Client and shall apply to all services rendered after such notice is given. Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for, or attending meetings with or for SELPA, it may be necessary for Attorney to work for and bill other clients. If, during the course of representation of SELPA, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, SELPA shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

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

SELPA further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees

and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of SELPA and Attorney, SELPA may either advance or reimburse Attorney for such costs and expenses.

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

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

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the SELPA. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a SELPA employee or a pupil's parent or guardian. If SELPA requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

**CONSENT TO USE OF E-MAIL AND CLOUD SERVICES.** In order to provide SELPA with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, SELPA is consenting to such e-mail transmissions with SELPA and SELPA's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, SELPA understands and consents to having communications, documents and information pertinent to the SELPA's matters stored through such cloud-based services.

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

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

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

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

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

\_\_\_\_\_  
Ray Avila  
Executive Director

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
Amy R. Levine  
Attorney at Law

\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2022, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.





## **AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between Santa Barbara County SELPA (“Client”) and the law firm of Fagen Friedman & Fulfroost LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2022:

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

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

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

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

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

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

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased

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

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

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

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

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

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

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

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

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

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

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

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

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

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

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

Santa Barbara County SELPA

Fagen Friedman & Fulfrost LLP

Namita S. Brown

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Name*

Managing Partner

\_\_\_\_\_  
*Type or Print Title*

\_\_\_\_\_  
*Title*



\_\_\_\_\_  
*District Authorized Signature*

\_\_\_\_\_  
*Signature*

DATE: \_\_\_\_\_

DATE: June 2, 2022



Fagen Friedman & Fulfroft LLP

**Please Return  
Professional Rate  
Schedule With  
Contract**

**PROFESSIONAL RATE SCHEDULE**

Santa Barbara County SELPA  
*July 1, 2022*

**1. HOURLY PROFESSIONAL RATES**

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

Associate	\$270 - \$310 per hour
Partner	\$330 - \$365 per hour
Senior Counsel/Of-Counsel	\$365 per hour
Paralegal	\$190 - \$270 per hour
Law Clerk	\$270 per hour
Education Consultant	\$280 per hour
Next Level Client Services	\$310 per hour

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

**2. ON-SITE LEGAL SERVICES**

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

**3. COSTS AND EXPENSES**

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

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

## **AGREEMENT FOR SPECIAL SERVICES**

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

### **1. Conditions**

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

### **2. Attorney’s Services**

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

### **3. Fees, Costs, Expenses**

#### **a. Agency Legal Fee Payments**

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

The hourly rates to be paid by Agency for Attorney time is Three Hundred Eighty- Five Dollars (\$385.00) for Partners, Three Hundred Forty Dollars (\$340.00) for Senior Attorneys, Three Hundred Five Dollars (\$305.00) for Associate Attorneys, Two Hundred Seventy Dollars (\$270.00) for time of Labor Relations/HR Consultant, and One Hundred Fifty Dollars (\$150.00) for Paralegals. Attorneys and paraprofessional staff bill

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

**b. Member Local Education Agency Legal Fee Payments**

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

The range of hourly rates for Attorney time that may be billed to Agency's member LEAs is Three Hundred Ninety-Five Dollars (\$395.00) for Partners, Three Hundred Forty-Five Dollars (\$345.00) for Senior Counsel, Two Hundred Forty to Three Hundred Twenty-Five Dollars (\$240.00 - \$325.00) for Associates. Any billing pursuant to this Section 3(b) will be offset by the amounts billed pursuant to Section 3(a).

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

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

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

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

**4. Arbitration of Professional Liability or Other Claims**

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

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

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

**5. File Retention**

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

**6. Assignment**

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

**7. Independent Contractor**

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



**8. Term**

This Agreement is effective July 1, 2022 through June 30, 2023, and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

SANTA BARBARA COUNTY  
SELPA

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2022, between the SANTA BARBARA COUNTY SELPA JPA (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

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

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

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

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

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication

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

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

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

8. **TERMINATION.**

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

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

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

services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

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

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

11. **DISPUTE RESOLUTION.**

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

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

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for

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

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

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


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

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

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

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

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
<b>Santa Barbara County SELPA JPA</b>	<b>Lozano Smith, LLP</b>
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 08/05/2022



PROFESSIONAL RATE SCHEDULE  
FOR SANTA BARBARA COUNTY SELPA JPA

1. HOURLY PROFESSIONAL RATES

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

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

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

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour. <sup>1</sup>

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES

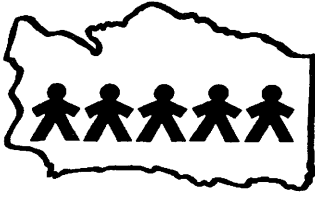
In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

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

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<sup>1</sup> Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 400 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 200 per hour



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2022-2023 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 **2022-2023** Nonsectarian, Nonpublic School/Agency Master Contract.

<i>Nonpublic School</i>	<i>Case Number</i>	<i>100% Contract Cost</i>	<i>Effective Dates</i>
Heritage Schools, Inc.	NPS 2021-22-69	\$195,655.00	07/01/2022 – 06/30/2023
Copper Hills Youth Center	NPS 2021-22-70	\$166,822.00	07/01/2022 – 06/30/2023
Diamond Ranch Academy	NPS 2022-23-71	\$168,897.21	07/08/2022 – 06/30/2023
Devereux Advanced Behavioral Health	NPS 2022-23-72	\$246,267.90	07/01/2022 – 06/30/2023
Falcon Ridge Ranch	NPS 2022-23-73	\$146,370.00	07/01/2022 – 06/30/2023
<b>Total</b>		<b>\$924,012.11</b>	

**FISCAL IMPACT:** The contracted cost for these SBCSELPA NPS placements for **2022-2023** is **\$924,012.11.**

**RECOMMENDATION:** The JPA Board approve the above 2022-2023 NPS ISAs as presented.

RA:lm



**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 Santa Barbara County Special Education Local Plan Area Nonpublic School Heritage Schools, Inc.

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

Pupil Name ██████████ **NPS 2021-22-69** ██████████ Sex:  M  F Grade: 11  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB ██████████ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian ██████████ Phone (805) ██████████ [Mother Cell] (805) ██████████ [Father Cell]  
(Residence) (Business)

Address ██████████ (Mother), 545 Grove Lane (Father) City Santa Barbara (Both) State/Zip CA (Both), 93110 (Mother), 93105 (Father)

(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: 200 during the regular school year  
9 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: \$199

**Estimated Number of Days** 200 **x Daily Rate** \$199 = **PROJECTED BASIC EDUCATION COSTS** \$39,800

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		Education Day	\$199	200	\$39,800
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
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)							
Residential Room and Board	x			Daily	\$290	365	\$105,850
Mental Health Services	x			Daily	\$137	365	\$50,005
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$155,855

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 195,655

4. Other Provisions/Attachments:  
\_\_\_\_\_  
\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 6, 2022

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly X 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-

Heritage Schools, Inc.

Santa Barbara County  
SELPA

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

*Kevin Curtis*

06/17/2022

*Ray Avila*

06/16/2022

\_\_\_\_\_  
(Signature)  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Kevin Curtis, COO

Dr. Ray Avila, Executive  
Director

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

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 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 ██████████ City Lompoc State/Zip CA 93436

DOB ██████████ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian ██████████ Phone (805) ██████████ (805) ██████████  
(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

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: \$147

**Estimated Number of Days** 236 x **Daily Rate** \$147 = **PROJECTED BASIC EDUCATION COSTS** \$34,692

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		Days	\$147	236	\$34,692
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	\$208	365	\$75,920
Mental Health Services		X		Daily	\$154	365	\$56,210
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 132,130

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 166,822

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 6, 2022

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 (Jun 29, 2022 13:45 MDT)

06/29/2022

Ray Avila  
Ray Avila (Jun 16, 2022 11:38 PDT)

06/16/2022

(Signature)

(Date)

(Signature)

(Date)

Kristen Clark, CFO

Ray Avila, SELPA Executive Director

(Name and Title)

(Name of Superintendent or Authorized Designee)

**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 8, 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 Santa Barbara County Special Education Local Plan Area Nonpublic School Diamond Ranch Academy

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

Pupil Name ██████████ **NPS 22-23-71** ██████████ Sex:  M  F Grade: 10  
(Last) (First) (M.I.)

Address ██████████ City Santa Barbara State/Zip CA, 93103

DOB ██████████ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian ██████████ Phone (805) ██████████ (805) ██████████  
(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: 202 during the regular school year  
47 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: \$139.06

**Estimated Number of Days** 249 **x Daily Rate** \$139.06 = **PROJECTED BASIC EDUCATION COSTS** \$34,625.94

**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		Education Day	\$139.06	249	\$34,625.94
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)							
Social Work Services (525)							

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				
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)							
Residential Room and Board	x			Daily	\$209.79	357	\$74,895.03
Mental Health Services	x			Daily	\$166.32	357	\$59,376.24
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 134,271.27

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 168,897.21

4. Other Provisions/Attachments:

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly X 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-

Diamond Ranch Academy

Santa Barbara County

(Name of Nonpublic School/Agency)

SELPA

(Name of LEA/SELPA)

Reeve K. Knighton  
Reeve K Knighton (Jul 13, 2022 10:43 MDT)

07/13/2022

Ray Avila  
Ray Avila (Jul 6, 2022 15:54 PDT)

07/06/2022

(Signature)  
(Date)

(Signature)

(Date)

Reeve Knighton, Special Education Director

Dr. Ray Avila, Executive Director

(Name and Title)

(Name of Superintendent or Authorized Designee)



**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 Santa Barbara County Special Education Local Plan Area Nonpublic School Devereux Advanced Behavioral Health

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

Pupil Name ██████████ **NPS 22-23-72** ██████████ Sex:  M  F Grade: 8  
(Last) (First) (M.I.)

Address ██████████ City Santa Maria State/Zip CA 93455

DOB ██████████ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian ████████████████████ Phone (805) ██████████ (805) ██████████  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
20 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: \$210.34

**Estimated Number of Days** 200 **x Daily Rate** \$210.34 = **PROJECTED BASIC EDUCATION COSTS** \$42,068

**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		Education Day	\$210.34	200	\$42,068
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)							
Social Work Services (525)							

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				
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)							
Residential Room and Board	x			Daily	\$299.26	365	\$109,299.90
Mental Health/Related Services	x			Daily	\$260 (max)	365	\$94,900 (max)
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$           \$204,199.90          

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$           246,267.90

4. Other Provisions/Attachments:

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 6, 2022

6. Progress Reporting Requirements: Quarterly Monthly Other  
X (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-

Devereux Advanced Behavioral Health  
\_\_\_\_\_  
(Name of Nonpublic School/Agency)

Santa Barbara County  
SELPA  
\_\_\_\_\_  
(Name of LEA/SELPA)

Kelly Messer  
Kelly Messer (Jun 29, 2022 16:44 EDT)  
\_\_\_\_\_  
(Signature)  
(Date)

**06/29/2022**

Ray Avila  
Ray Avila (Jun 16, 2022 14:55 PDT)  
\_\_\_\_\_  
(Signature)  
(Date)

**06/16/2022**

Kelly Messer, Director of  
Finance  
\_\_\_\_\_  
(Name and Title)

Dr. Ray Avila, Executive  
Director  
\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

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 Santa Barbara County Special Education Local Plan Area Nonpublic School: Falcon Ridge Ranch

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

Pupil Name ██████████ **NPS 22-23-73** ██████████ L Sex:  M  F Grade: 7  
(Last) (First) (M.I.)

Address ██████████ City Santa Maria State/Zip CA 93454

DOB ██████████ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian ██████████ Phone (805) ██████████ ( ) \_\_\_\_\_  
(Residence) (Business)

Address ██████████ [Mailing Address] City Santa Maria State/Zip CA 93456  
(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: 194 during the regular school year  
58 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$155

**Estimated Number of Days** 252 **x Daily Rate** \$155 = **PROJECTED BASIC EDUCATION COSTS** \$39,060

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		Education Day	\$155	252	\$39,060
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)							
Social Work Services (525)							

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				
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)							
Residential Room and Board	x			Daily	\$220	365	\$80,300
Mental Health Services	x			Daily	\$74	365	\$27,010
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$107,310

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 146,370

4. Other Provisions/Attachments:

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 6, 2022

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

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

-CONTRACTOR-


-LEA/SELPA-

Falcon Ridge Ranch  
\_\_\_\_\_  
(Name of Nonpublic School/Agency)

Santa Barbara County  
SELPA  
\_\_\_\_\_  
(Name of LEA/SELPA)

  
Lawrence Howell (Jun 23, 2022 15:09 PDT)  
\_\_\_\_\_  
(Signature)  
(Date)

06/23/2022

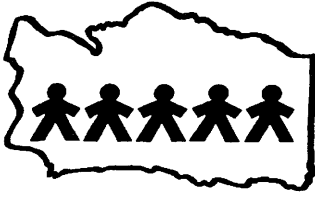
  
Ray Avila (Jun 16, 2022 15:24 PDT)  
\_\_\_\_\_  
(Signature)  
(Date)

06/16/2022

Lawrence Howell, Chief Administrative Officer  
\_\_\_\_\_  
(Name and Title)

Dr. Ray Avila, Executive Director  
\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

if



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

**BACKGROUND:**

The attached Exhibit A Rates sheets for the following nonpublic school (NPS) contractors are an attachment to the NPS master contract for the 2022-2023 school year and are being presented for JPA Board approval:

- Casa Pacifica School
- Diamond Ranch Academy
- Deveraux Advanced Behavioral Health
- Heritage Schools, Inc.
- Triumph Academy

**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 rates for contractor services as presented.

RA:lm

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Casa Pacifica School

The CONTRACTOR CDS NUMBER: 56-72546-7087984

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>
<b><u>Basic Education/Special Education Day School</u></b>		
<u>Basic Education/Special Education</u>	<u>\$198.90</u>	<u>Education Day</u>
<b><u>Integrated Residential Treatment Program</u></b>		
<u>Residential Treatment Center (Board &amp; Care)</u>	<u>\$505.01</u>	<u>Daily</u>
<u>Mental Health Services</u>	<u>\$175</u>	<u>Daily</u>
<u>Basic Education/Special Education</u>	<u>\$198.90</u>	<u>Education Day</u>
<b><u>Camino a Casa/NPS Pilot Program</u></b>		
<u>Intensive Adolescent Residential Treatment</u> (Includes room/board, bundled mental health services, and basic education/special education at NPS)	<u>\$1,300</u>	<u>Daily</u>
<b><u>THP+FC (Transitional Aged Youth Housing)</u></b>		
<u>Supportive Housing</u>	<u>\$137.75</u>	<u>Daily</u>
<u>Mental Health Services</u>	<u>\$110</u>	<u>Daily</u>
<u>Basic Education/Special Education</u>	<u>\$198.90</u>	<u>Education Day</u>
<b><u>Related Services</u></b>		
<u>1:1 Services</u>	<u>\$40.25</u>	<u>Hourly (5.5hrs/day)</u>
<u>Counseling: Individual, Group, Parent/Family</u>	<u>\$128</u>	<u>Hourly</u>
<u>Social Work Services</u>	<u>\$128</u>	<u>Hourly</u>
<u>Speech Therapy</u>	<u>\$128</u>	<u>Hourly</u>



<u>Occupational Therapy</u>	<u>\$128</u>	<u>Hourly</u>
<u>ABA Assessment and Development of Behavioral Plan</u>	<u>\$621</u>	<u>Each</u>
<u>Educational Assessment</u>	<u>\$828</u>	<u>Each</u>
<u>Behavioral Intervention – BII</u>	<u>\$128</u>	<u>Hourly</u>
<u>Behavioral Intervention – BID</u>	<u>\$128</u>	<u>Hourly</u>
<u>Psycho-Social Emotional Assessment</u> <u>(If triennial included in daily rate)</u>	<u>\$1,242</u>	<u>Each</u>
<u>Psychological Services</u> <u>(IQ, personality inventory, neuro-psych screening</u> <u>developmental assessment)</u>	<u>\$2,070</u>	<u>Each</u>
<u>Transportation</u>	<u>\$53.75</u>	<u>Per Round Trip</u>

**School Based Mental Health Services (delivered in schools)**

<u>Hourly Licensed</u>	<u>\$175</u>	<u>Hourly</u>
<u>Full year, licensed</u>	<u>\$112,000</u>	<u>Annually</u>
<u>Full year, para pro</u>	<u>\$64,500</u>	<u>Annually</u>

**WRAP Team**

<u>Cost per case</u>	<u>\$2,600</u>	<u>Client/Month</u>
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**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Diamond Ranch Academy

The CONTRACTOR CDS NUMBER: 77-76422-0133843

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>Specialized Academic Instruction (and ESY)</u>	<u>\$139.06</u>	<u>Per Education Day</u>
<u>Mental Health Services</u>	<u>\$166.32</u>	<u>Daily</u>
<u>Room and Board</u>	<u>\$209.79</u>	<u>Daily</u>
<u>One on One Staff Supervision</u>	<u>\$500</u>	<u>Daily</u>
<u>Speech/Language Services</u>	<u>\$100</u>	<u>Per Session</u>
<u>Occupational Therapy Services</u>	<u>\$200</u>	<u>Per Session</u>
<u>Psychological Evaluation</u>	<u>\$5,000</u>	<u>Per Evaluation</u>

**EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Devereux Advanced Behavioral Health

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 &amp; 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>Basic Education Program/Special Education Instruction</u>	<u>\$210.34</u>	<u>Per Education Day</u>
<u>1:1 Supervision</u>	<u>\$40.00</u>	<u>Hourly</u>
<u>Speech and Language</u>	<u>\$122.00</u>	<u>Hourly</u>
<u>Psychological/Education Evaluations</u>	<u>\$100</u>	<u>Hourly</u>
<u>Occupational &amp; Physical Therapy</u>	<u>\$122</u>	<u>Hourly</u>
<u>Room and Board</u>	<u>\$299.26</u>	<u>Daily</u>
<u>Related Services</u>	<u>\$225.74/260.00</u>	<u>Daily</u>

**EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Heritage Schools, Inc.

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>Room and Board</u>	<u>\$290</u>	<u>Daily</u>
<u>Mental Health/Therapy</u>	<u>\$137</u>	<u>Daily</u>
<u>Education</u>	<u>\$199</u>	<u>Per Education Day</u>

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Triumph Academy

The CONTRACTOR CDS NUMBER: 77-76422-0129809

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

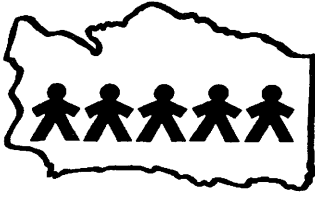
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

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>Room and Board</u>	<u>\$160</u>	<u>Daily</u>
<u>Mental Health</u>	<u>\$76</u>	<u>Daily</u>
<u>Education Services</u>	<u>\$140</u>	<u>Education Day</u>
<u>Personal Aide</u>	<u>\$16</u>	<u>Hourly</u>
<u>Speech Therapy Evaluation</u>	<u>\$325</u>	<u>Flat Rate</u>
<u>Direct Therapy Services (Speech)</u>	<u>\$85</u>	<u>Hourly</u>
<u>Indirect Services</u>	<u>\$105</u>	<u>Hourly</u>



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

Date: August 29, 2022  
 To: SBCSELPA JPA Board  
 From: Ray Avila, SBCSELPA Executive Director  
 Re: 2022-2023 Nonpublic Agency (NPA) Master Contract Rates

**BACKGROUND:**

The attached Exhibit A Rates sheets for the following nonpublic agency (NPA) contractors are an attachment to the NPA master contract for the 2022-2023 school year and are being presented for JPA Board approval:

- Behavioral Intervention Specialists of LA, LLC
- California Psychcare, Inc.
- Family Service Agency
- New Life Physical Therapy Services
- RO Health, LLC
- Haynes Family of Programs, Inc. dba STAR Academy
- Therapy Staff, LLC

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

**RECOMMENDATION:** The JPA Board approve the 2022-2023 NPA Master Contract rates for contractor services as presented.

RA:lm

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Behavioral Intervention Specialists of LA, LLC

The CONTRACTOR CDS NUMBER: 9901279

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>Instructional Assistance</u>	<u>\$50</u>	<u>Hourly</u>
<u>1:1 BT-led Student Support</u>	<u>\$60</u>	<u>Hourly</u>
<u>In-Setting ABA Therapy</u> (RBT w/ BCBA Supervision)	<u>\$100</u>	<u>Hourly</u>
<u>Professional Development</u>	<u>Varies</u>	<u>Varies</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>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		



**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: California Psychcare, Inc.

The CONTRACTOR CDS NUMBER: 9900448

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>BII</u>	<u>\$59</u>	<u>Hour</u>
<u>BID</u>	<u>\$88</u>	<u>Hour</u>
<u>FBA</u>	<u>\$2,000</u>	<u>Flat Rate</u>

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Family Service Agency

The CONTRACTOR CDS NUMBER: N/A

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:N/A

Maximum Contract Amount: N/A

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: N/A
- 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: N/A
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>IIS Therapist, Management and Supervision</u>	<u>\$132,256</u>	<u>Annually</u>

COST BREAKDOWN

a. <u>Wages</u>	<u>\$81,538</u>	<u>Annually</u>
b. <u>Benefits &amp; payroll taxes @ 28%</u>	<u>\$22,831</u>	<u>Annually</u>
c. <u>IT, database, telephone, mileage, training 10%</u>	<u>\$10,437</u>	<u>Annually</u>
d. <u>Indirect @ 15.2%</u>	<u>\$17,450</u>	<u>Annually</u>

**EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: New Life Physical Therapy ServicesThe CONTRACTOR CDS NUMBER: 9903446PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:N/AMaximum Contract Amount: N/A

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: N/A
- 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: N/A
- 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 YEARThe CONTRACTOR: RO Health, LLC.The CONTRACTOR CDS NUMBER: 9902177

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>Administrative Assistant</u>	<u>\$35.45</u>	<u>Hourly</u>
<u>CNA/MA/Health Office Assistant</u>	<u>\$42.00</u>	<u>Hourly</u>
<u>LVN (1:1)</u>	<u>\$63.60</u>	<u>Hourly</u>
<u>LVN (with Multiple Students)</u>	<u>\$65.00</u>	<u>Hourly</u>
<u>Registered Nurse</u>	<u>\$80.97</u>	<u>Hourly</u>
<u>Credentialed School RN</u>	<u>\$94.50 - \$120.75</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$94.50 - \$120.75</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$94.50 - \$120.75</u>	<u>Hourly</u>
<u>Certified Occupational Therapy Assistant</u>	<u>\$55 - \$65</u>	<u>Hourly</u>
<u>Speech Language Pathologist</u>	<u>\$100 - \$110</u>	<u>Hourly</u>
<u>Speech Language Pathology Assistant</u>	<u>\$55 - \$65</u>	<u>Hourly</u>
<u>Licensed Clinical Social Worker</u>	<u>\$82.50 - \$97.50</u>	<u>Hourly</u>
<u>Licensed Marriage Family Therapist</u>	<u>\$82.50 - \$97.50</u>	<u>Hourly</u>
<u>Paraeducator/ISA</u>	<u>\$36.45</u>	<u>Hourly</u>
<u>Behavioral Class Aide</u>	<u>\$39.00</u>	<u>Hourly</u>
<u>Registered Behavioral Tech</u>	<u>\$54.00</u>	<u>Hourly</u>
<u>Board Certified Behavioral Analyst</u>	<u>\$120.75</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$97.34</u>	<u>Hourly</u>

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Haynes Family of Programs, Inc. dba STAR Academy (NPA)

The CONTRACTOR CDS NUMBER: 9900295

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>
<b><u>Compensatory Services</u></b>		
<u>Supp. Academic Services (SAS) or Transitional Services</u>	<u>\$90</u>	<u>Hourly</u>
<u>Occupational Therapy</u>	<u>\$170</u>	<u>Hourly</u>
<u>Language &amp; Speech Services (LAS)/Therapy</u>	<u>\$170</u>	<u>Hourly</u>
<u>ERICS – ERHMS Counseling</u>	<u>\$135</u>	<u>Hourly</u>
<u>Parent Training</u>	<u>\$135</u>	<u>Hourly</u>
<u>Educational Counseling (1:1)</u>	<u>\$135</u>	<u>Hourly</u>
<b><u>IEP-Based Services/Interim Placement</u></b>		
<b><u>NanoPod/Home Instruction/Resources Specialist Program (RSP) Services - SAI</u></b>		
<u>SAS/SAI – Direct Service (5 or more hours/week)</u>	<u>\$120</u>	<u>Hourly</u>
<u>SAS/SAI – RSP – Direct Service (Less than 5 hours/week)</u>	<u>\$120</u>	<u>Hourly</u>
<u>IEP Preparation</u>	<u>\$120</u>	<u>Hourly</u>
<b><u>Occupational Therapy (OT)</u></b>		
<u>OT IEP Preparation</u>	<u>\$170</u>	<u>Hourly</u>
<b><u>Language and Speech Services/Therapy (LAS)</u></b>		
<u>LAS IEP Preparation</u>	<u>\$170</u>	<u>Hourly</u>

**IEP-Based Services Assessments**

<u>Adapted PE – Review of Records</u>	<u>\$600</u>	<u>Per Evaluation</u>
<u>Adapted PE – Triennial Assessment</u>	<u>\$1000</u>	<u>Per Evaluation</u>
<u>ERHMS/ERICs/DIS Counseling – Review of Records</u>	<u>\$600</u>	<u>Per Review</u>
<u>ERHMS/ERICs/DIS Counseling – Triennial Assessment</u>	<u>\$1000</u>	<u>Per Assessment</u>
<u>Language and Speech Assessment – Review of Records</u>	<u>\$600</u>	<u>Per Assessment</u>
<u>Language and Speech Assessment – Triennial Assessment</u>	<u>\$1000</u>	<u>Per Assessment</u>
<u>Occupational Therapy – Review of Records</u>	<u>\$600</u>	<u>Per Assessment</u>
<u>Occupational Therapy – Triennial Assessment</u>	<u>\$1000</u>	<u>Per Assessment</u>
<u>Physical Therapy Assessment – Review of Records</u>	<u>\$600</u>	<u>Per Assessment</u>
<u>Physical Therapy Assessment – Triennial Assessment</u>	<u>\$1000</u>	<u>Per Assessment</u>
<u>SAS – Comprehensive Academic Assessment</u>	<u>\$600</u>	<u>Per Assessment</u>
<u>SAS – Review of Records</u>	<u>\$1000</u>	<u>Per Assessment</u>

### **NanoCharge – Intensive Interventions**

<u>SAS/SAI – Intensive Intervention (Reading, Writing, or Math)</u>	<u>\$120</u>	<u>Hourly</u>
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### **Behavior Services – School/Home/Community Based Services**

#### **Behavior Intervention Development (BID) – To accompany BII Services**

<u>Supervision to Accompany BII Services</u> (1 hour BID for every 5 hrs of BII direct service)	<u>\$135</u>	<u>Hourly</u>
<u>Consultation with IEP Team/Parent</u>	<u>\$135</u>	<u>Hourly</u>
<u>Program Development/Training</u>	<u>\$135</u>	<u>Hourly</u>

#### **Behavior Intervention Implementation (BII)**

<u>1:1 School/Community</u>	<u>\$85</u>	<u>Hourly</u>
<u>Transportation</u>	<u>\$85</u>	<u>Hourly</u>

#### **Behavior Intervention Development (BID) – Social Skills**

<u>Social Skills with BCBA</u> (16 two hours sessions, 2 hours BID Programming)	<u>\$135</u>	<u>Hourly</u>
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### **Staff Training - Behavior**

<u>Behavior Intervention Fundamentals – Group</u> (Max 20 participants)	<u>\$1500</u>	<u>Flat Rate</u>
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#### **Behavior Intervention Plan – BIP Student Specific**

<u>Individual (1:1 aide training/teacher)</u> (includes observation, training, and follow-up)	<u>\$1000</u>	<u>Per Student</u>
<u>Group (IEP Team)</u>	<u>\$1500</u>	<u>Per Student</u>

(includes observation, training, and follow-up)

### **Assessments – Initials and IEEs**

<u>Adapted PE Assessment</u>	<u>\$1950</u>	<u>Per Evaluation</u>
<u>ERHMS Assessment</u>	<u>\$2050</u>	<u>Per Evaluation</u>
<u>Language and Speech (LAS) Assessment</u>	<u>\$2050</u>	<u>Per Evaluation</u>
<u>LAS – AAC Assessment (Check for Provider Availability)</u>	<u>\$2250</u>	<u>Per Evaluation</u>
<u>Occupational Therapy (OT) Assessment</u>	<u>\$2050</u>	<u>Per Evaluation</u>
<u>OT – AT Assessment (Check for Provider Availability)</u>	<u>\$2250</u>	<u>Per Evaluation</u>
<u>Physical Therapy Assessment</u>	<u>\$2050</u>	<u>Per Evaluation</u>
<u>Transition Assessment</u>	<u>\$1850</u>	<u>Per Evaluation</u>
<u>Functional Behavioral Assessment (FBA) – One Location (School or Home)</u>	<u>\$2750</u>	<u>Per Evaluation</u>
<u>Functional Behavioral Assessment (FBA) – Two Locations (School or Home)</u>	<u>\$2850</u>	<u>Per Evaluation</u>
<u>Functional Behavioral Assessment (FBA) (w/ 1:1 Aide Determination, School Based)</u>	<u>\$2750</u>	<u>Per Evaluation</u>
<u>Psycho Educational Assessment - Initial</u>	<u>\$3000</u>	<u>Per Evaluation</u>
<u>Psycho Educational Assessment - IEE</u>	<u>\$3750</u>	<u>Per Evaluation</u>
<u>Dyslexia/Dysgraphia Evaluation</u>	<u>\$2375</u>	<u>Per Evaluation</u>
<u>Targeted Evaluation (One area of concern-preschool transition, social-emotional, Academic, adaptive behavioral...)</u>	<u>\$2050</u>	<u>Per Evaluation</u>
<u>Rush Fee (Less than 30 Days)</u>	<u>\$750</u>	<u>Per Evaluation</u>

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Therapy Staff, LLC

The CONTRACTOR CDS NUMBER: 9902006

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

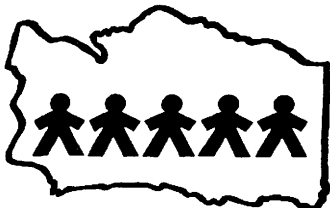
Maximum Contract Amount: \_\_\_\_\_

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>School Psychologist</u>	<u>\$90 - \$110</u>	<u>Hourly</u>
<u>Speech Language Pathologist/CF</u>	<u>\$85 - \$110</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant</u>	<u>\$70</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$80</u>	<u>Hourly</u>
<u>Certified Occupational Therapist Assistant</u>	<u>\$69</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$80</u>	<u>Hourly</u>
<u>Physical Therapist Assistant</u>	<u>\$69</u>	<u>Hourly</u>





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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract for Natalie Facio-Leon as SBCSELPA Mental Health Specialist

**BACKGROUND:**

- Natalie Facio-Leon has been employed by the SBCSELPA as a Wrap Around services team member since November 2017.
- Ms. Facio-Leon has provided mental health related support as a Youth Support Specialist and Facilitator on the SBCSELPA WRAP team.
- Ms. Facio-Leon applied for the SBCSELPA Mental Health Specialist vacancy in July 2022 and interviewed on Tuesday, August 9, 2022, for this position. She was then offered the position and accepted.
- During her employment at SBCSELPA, Ms. Facio-Leon has made satisfactory progress and is appreciated by those individuals she serves and provides support to.
- It is recommended the contract for Natalie Facio-Leon as SBCSELPA Mental Health Specialist be approved for the 2022-2023 school year.

**FISCAL IMPACT:** SBCSELPA Federal Mental Health dollars will fund \$84,882 for this employee's salary.

**RECOMMENDATION:** The JPA Board approve the employment contract for Natalie Facio-Leon as SBCSELPA Mental Health 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: Natalie Facio-Leon Date: August 29, 2022  
Hours: 40 per week Contract Year/Term of Employment: 2022-23  
Job Title: Mental Health Specialist Beginning: August 30, 2022 Ending: June 30, 2023  
Salary: \$84,882 (Step 2) Applicable Education Code Classification: §45103 (b) 2  
% of Contract: 100% Number of Days: 195  
Eligibility for Health Benefits: Yes Classification: Classified

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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 August 29,

2022, approved the offer of employment for Natalie Facio-Leon, SELPA Mental Health Specialist, for the period of August 30, 2022, through June 30, 2023, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Mental Health Specialist shall report directly to the SBCSELPA Executive Director. The duties of the SELPA Mental Health Specialist may include but are not limited to: providing clinical supervision to member SBCSELPA or member LEA/District interns/trainees, providing mental health related training and consultation to member LEAs/districts, providing oversight, assisting with oversight of students in non-public school (NPS) residential treatment centers (RTCs), providing guidance and support to regional therapeutic learning programs (TLPs), providing training and guidance to wrap around social work staff, as well as overseeing wrap around social work referrals from member LEAs/districts

ANNUAL SERVICE:

The SELPA Mental Health Specialist shall be required to render one hundred ninety-five (195) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be eighty-four thousand eight hundred and eighty-two dollars (\$84,882) payable in 10 equal installments (September – June) as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA Mental Health Specialist salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Mental Health Specialist contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Mental Health Specialist will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Mental Health Specialist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Mental Health Specialist in the amount of \$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 Mental Health Specialist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

In the event the SBCSELPA Board determines the Contract for the SELPA Mental Health Specialist is not to be renewed upon its expiration, the SELPA Mental Health Specialist shall be given written notice thereof by the SBCSELPA Executive Director in accordance with the requirements of Education Code § 45117.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 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 the duties of the  
SELPA Mental Health Specialist for the Santa Barbara County  
Special Education Local Plan Area Board during the term specified  
in this contract.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

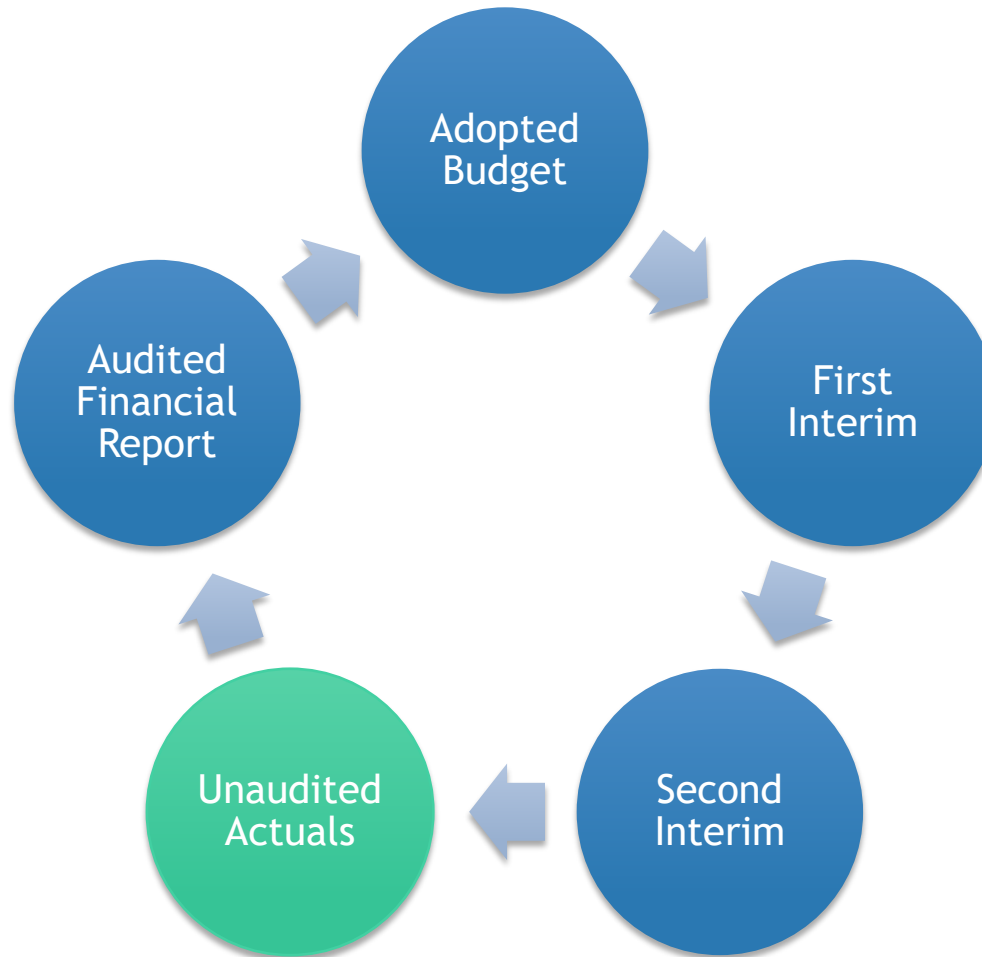
# Unaudited Actuals Report Fiscal Year 2021-22

August 29, 2022

Presented by Rachel Wigle  
SBCSELPA Chief Business Official



# The Reporting Cycle



# Unaudited Actuals

- ▶ The Unaudited Actuals Report presents the results of operations and financial position for fiscal year 2020-21

Beginning Fund Balance as of July 1, 2021

+ Revenue

- Expenditures

Ending Fund Balance as of June 30, 2022

- ▶ The JPA Board reviews the Ending Fund Balance and determines how the money is to be allocated in the next fiscal year



# Results of Operations

- ▶ SBCSELPA generally ends each year with an Ending Fund Balance between \$2M-\$4M



Resource		Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
<b>Fund 01 - General Fund</b>					
0000	Unrestricted	143,623	91,703	1	235,325
3315	SpEd-IDEA Preschl/Non RIS		10,901	10,901	
3327	SpEd-IDEA-B Mental Health/§611		754,119	754,119	
3345	SpEd-IDEA-B Preschl Stf Dvlpmt		4,349	4,349	
3395	ADR Program		94,287	94,287	
6500	Special Education	2,770,565	3,525,733	4,269,421	2,026,877
6536	Special Ed: Alt. Dispute Resol		206,230	28,544	177,686
6546	State Mental Health Funds	1,439,553	2,077,076	1,864,610	1,652,020
7690	STRS On Behalf		40,860	40,860	
<b>Total for Fund 01</b>		<b>4,353,741</b>	<b>6,805,258</b>	<b>7,067,091</b>	<b>4,091,907</b>





# Ending Fund Balance — Why?

## Left over money is a good thing

- Designated Accounts for LEAs / Budgeted Expenditures not needed
  - NPS Placements
  - Staff Development, Legal Fees
- Ending Fund Balance gets rolled into following year and JPA Board determines how to spend.
- Cash Flow - postpone distribution of funds to district until Federal Grant reimbursement funding is received.

# Ending Fund Balance Allocations

- ▶ VII-A.1: SBCSELPA Ending Fund Balance
- ▶ VII-A.2: Recommendations for Undesignated Balances
- ▶ VII-A.3: SBCSELPA Non-Mental Health Ending Fund Balance
- ▶ VII-A.4: SBCSELPA Mental Health Ending Fund Balance
- ▶ VII-A.5: SBCSELPA Calendar for Ending Fund Balance Allocation to LEAs



## SBCSELPA Ending Fund Balance

For the Fiscal Year Ended June 30, 2022

**Total 2021-22 SBCSELPA Ending Fund Balance** **\$ 4,091,907**

**Non-Mental Health** **\$ 2,439,888**

Designated Ending Fund Balance:

Special Ed: Alt. Dispute Resolution	177,686
Regional Program Facilities Deferred Maintenance	59,830
Potential MTU Site Replacement (Lompoc area)	250,000
Low Incidence equipment, materials, services funding carryover	227,372
LEA/District legal fees carryover balance from 2009-10	99,672
SELPA-Wide Staff Development Carryover--recommended to use to make most PD's free to LEAs	31,449
CPI-SELPA-Wide Staff Development for 21-22 recert for CPI trainers	3,677
SELPA Legal Reserve	325,000
MAA Funding for SELPA	41,119
SIPE Rebate for SELPA	35,246
Economic Uncertainty - Cash Reserve	150,000
Total	\$ 1,401,051

**Undesignated Ending Fund Balance** **\$ 1,038,836**

**Mental Health** **\$ 1,652,020**

**Undesignated Ending Fund Balance** **\$ 1,652,020**

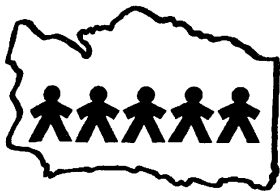
## Recommendations for Undesignated Balances

### Prior Year Comparison

	2020-21 Ending Fund Balance	2021-22 Ending Fund Balance	
<b>Non-Mental Health</b>	<b>\$ 778,242</b>	<b>\$ 1,038,836</b>	<b>Recommendations</b>
LEA/District legal fees	300,000	300,000	Legal Fees allocation for LEAs.
Deferred Maintenance	49,218	15,170	Replenish regional program facilities deferred maintenance (Target = \$75,000)
LEA professional development allocated by pupil count	-	-	SELPA to provide free PDs this year using PD carryover
SELPA professional development for LEAs to include assistive technology, reading Intervention, and parent	-	-	SELPA to provide free PDs this year using PD carryover
SELPA reserve for unanticipated expenses including Non-MH NPS placement costs	100,000	-	Reserve for unanticipated Non-MH NPS (Non MH NPS Budget is \$360,000)
<b>Allocate to LEAs</b>	<b>\$ 378,242</b>	<b>\$ 723,666</b>	
<b>Mental Health</b>	<b>\$ 1,906,933</b>	<b>\$ 1,652,020</b>	<b>Recommendations</b>
SELPA Reserve for unanticipated costs including MH NPS placements and WRAP services	100,000	-	Reserve for unanticipated MH NPS and WRAP (NPS Budget is \$1,910,000)
<b>Allocate to LEAs</b>	<b>\$ 1,806,933</b>	<b>\$ 1,652,020</b>	

# QUESTIONS?





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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2021-22 Unaudited Actuals Financial Report and Ending Fund Balance

**BACKGROUND:**

- At the first meeting of the new year, the JPA Board approves the prior years' Unaudited Actuals Financial Report and the allocation of Ending Fund Balance.
- The Ending Fund Balance is presented in SBCSELPA Ending Fund Balance (REF: VII-A.1). The suggested designation of available SBCSELPA Ending Fund Balance is detailed in Recommendations for Undesignated Balances (REF: VII-A.2).
  - The **Non-Mental Health** Undesignated Ending Fund Balance available for distribution to LEAs is \$723,666. This balance has been allocated based on ADA. Reference SBCSELPA Non-Mental Health Ending Fund Balance (REF: VII-A.3) and SBCSELPA Calendar for Ending Fund Balance Allocation to LEAs (REF: VII-A.5).
  - The **Mental Health** Undesignated Ending Fund Balance available for distribution to LEAs is \$1,652,020. This balance will be distributed as \$5,000 to each LEA with the remainder allocated based on ADA. Reference SBCSELPA Mental Health Ending Fund Balance (REF: VII-A.4) and SBCSELPA Calendar for Ending Fund Balance Allocation to LEAs (REF: VII-A.5).
- The First Interim report will adjust the 2022-2023 Adopted Budget to recognize carryover funds as available for expenditure in 2022-2023.

**FISCAL IMPACT:** Addition of \$3,130,159 in expenditures 22-23 Budget at First Interim (with a minimum of \$2,775,359 in Transfers to districts).

**RECOMMENDATION:** The JPA Board approve the Unaudited Actuals Report and the proposed Ending Fund Balance designations and suggested LEA allocations as presented.

RA:RW

## SBCSELPA Ending Fund Balance

For the Fiscal Year Ended June 30, 2022

**Total 2021-22 SBCSELPA Ending Fund Balance** **\$ 4,091,907**

**Non-Mental Health** **\$ 2,439,888**

---

Designated Ending Fund Balance:

Special Ed: Alt. Dispute Resolution	177,686
Regional Program Facilities Deferred Maintenance	59,830
Potential MTU Site Replacement (Lompoc area)	250,000
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LEA/District legal fees carryover balance from 2009-10	99,672
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CPI-SELPA-Wide Staff Development for 21-22 recert for CPI trainers	3,677
SELPA Legal Reserve	325,000
MAA Funding for SELPA	41,119
SIPE Rebate for SELPA	35,246
Economic Uncertainty - Cash Reserve	150,000

Total \$ 1,401,051

<b>Undesignated Ending Fund Balance</b>	<b>\$ 1,038,836</b>
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**Mental Health** **\$ 1,652,020**

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<b>Undesignated Ending Fund Balance</b>	<b>\$ 1,652,020</b>
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# Recommendations for Undesignated Balances

## Prior Year Comparison

	2020-21 Ending Fund Balance	2021-22 Ending Fund Balance	
<b>Non-Mental Health</b>	<b>\$ 778,242</b>	<b>\$ 1,038,836</b>	<b>Recommendations</b>
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SELPA professional development for LEAs to include assitive technology, reading Intervention, and parent	-	-	SELPA to provide free PDs this year using PD carryover
SELPA reserve for unanticipated expenses including Non-MH NPS placement costs	100,000	-	Reserve for unanticipated Non-MH NPS (Non MH NPS Budget is \$360,000)
<b>Allocate to LEAs</b>	<b>\$ 378,242</b>	<b>\$ 723,666</b>	
<b>Mental Health</b>	<b>\$ 1,906,933</b>	<b>\$ 1,652,020</b>	<b>Recommendations</b>
SELPA Reserve for unanticipated costs including MH NPS placements and WRAP services	100,000	-	Reserve for unanticipated MH NPS and WRAP (NPS Budget is \$1,910,000)
<b>Allocate to LEAs</b>	<b>\$ 1,806,933</b>	<b>\$ 1,652,020</b>	



## SBCSELPA Non-Mental Health Ending Fund Balance

To be Distributed in Fiscal Year 2022-23

<b>2021-22 Ending Fund Balance to be allocated</b>	<b>\$ 723,666</b>
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District	21-22 Baseline ADA	Allocation %	Allocation \$
Lompoc-Org 41	\$ 9,099	14.1%	\$ 102,027
Manzanita-Org 74	407.48	0.6%	4,569
Orcutt-Org 16	4,795.02	7.4%	53,764
SM-Bonita-Org 18	16,335.46	25.3%	183,162
SM High-Org 32	8,442.23	13.1%	94,659
Carpinteria-Org 42	2,045.75	3.2%	22,938
Goleta-Org 10	3,490.66	5.4%	39,139
Hope-Org 12	894.43	1.4%	10,029
SB Unified-Org 40	13,173.28	20.4%	147,706
Santa Barbara Charter-Org 40	272.18	0.4%	3,052
Adelante Charter-Org 77	287.41	0.4%	3,223
<u>SBCEO - Direct Svc.-Org 61</u>			
Cold Spring Elementary	160.88	0.2%	1,804
Montecito Union Elementary	353.63	0.5%	3,965
Cuyama Joint Unified	190.26	0.3%	2,133
Blochman-Org 02	200.91	0.3%	2,253
Family Partnership Charter-Org 76	406.19	0.6%	4,554
<u>Santa Ynez Valley Consortium-Org 04</u>			
Ballard Elementary	138.02	0.2%	1,548
Buellton Union Elementary	653.85	1.0%	7,331
College Elementary	342.28	0.5%	3,838
Los Olivos Elementary	139.75	0.2%	1,567
Santa Ynez Valley Union High	853.20	1.3%	9,567
Solvang Elementary	600.04	0.9%	6,728
Vista del Mar Union	22.89	0.0%	257
Guadalupe-Org 11	1,235.62	1.9%	13,854
<b>Total</b>	<b>\$ 64,541</b>	<b>100.0%</b>	<b>\$ 723,666</b>

SBCEO Direct Services Total	\$ 705	1.1%	<b>\$ 7,902</b>
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Santa Ynez Consortium Total	\$ 2,750	4.3%	<b>\$ 30,835</b>
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## SBCSELPA Mental Health Ending Fund Balance

To be Distributed in Fiscal Year 2022-23

<b>2021-22 Ending Fund Balance to be allocated</b>	<b>\$ 1,652,020</b>
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District	Allocation \$5,000	ADA Excl. Regional	Allocation %	Allocation \$	Total Allocation
Lompoc-Org 41	\$ 5,000	\$ 9,099	14.1%	\$ 215,993	\$ 220,993
Manzanita-Org 74	5,000	407	0.6%	9,672	14,672
Orcutt-Org 16	5,000	4,795	7.4%	113,821	118,821
SM-Bonita-Org 18	5,000	16,335	25.3%	387,759	392,759
SM High-Org 32	5,000	8,442	13.1%	200,395	205,395
Carpinteria-Org 42	5,000	2,046	3.2%	48,560	53,560
Goleta-Org 10	5,000	3,491	5.4%	82,859	87,859
Hope-Org 12	5,000	894	1.4%	21,231	26,231
SB Unified-Org 40	5,000	13,173	20.4%	312,697	317,697
Santa Barbara Charter-Org 40	5,000	272	0.4%	6,461	11,461
Adelante Charter-Org 77	5,000	287	0.4%	6,822	11,822
<u>SBCEO - Direct Svc.-Org 61</u>		-			
Cold Spring Elementary	5,000	161	0.2%	3,819	8,819
Montecito Union Elementary	5,000	354	0.5%	8,394	13,394
Cuyama Joint Unified	5,000	190	0.3%	4,516	9,516
Blochman-Org 02	5,000	201	0.3%	4,769	9,769
Family Partnership Charter-Org 76	5,000	406	0.6%	9,642	14,642
<u>Santa Ynez Valley Consortium-Org 04</u>		-			
Ballard Elementary	5,000	138	0.2%	3,276	8,276
Buellton Union Elementary	5,000	654	1.0%	15,521	20,521
College Elementary	5,000	342	0.5%	8,125	13,125
Los Olivos Elementary	5,000	140	0.2%	3,317	8,317
Santa Ynez Valley Union High	5,000	853	1.3%	20,253	25,253
Solvang Elementary	5,000	600	0.9%	14,243	19,243
Vista del Mar Union	5,000	23	0.0%	543	5,543
Guadalupe-Org 11	5,000	1,236	1.9%	29,330	34,330
<b>Total</b>	<b>\$ 120,000</b>	<b>\$ 64,541</b>	<b>100.0%</b>	<b>\$ 1,532,017</b>	<b>\$ 1,652,020</b>

SBCEO Direct Services Total	\$ 15,000	\$ 705	1.1%	\$ 16,729	<b>\$ 31,729</b>
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Santa Ynez Consortium Total	\$ 35,000	\$ 2,750	4.3%	\$ 65,278	<b>\$ 100,278</b>
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Note: LEAs must still provide certification that mental health funds were expended for appropriate purposes.

**SBCSELPA Calendar for Ending Fund Balance Allocation to LEAs**  
To be Distributed in Fiscal Year 2021-22

FY 2020-21	JULY	AUGUST	SEP	OCT	NOV	DEC	JAN	FEB	MAR*	APR	MAY	JUN	Total
<b>Ending Balance to be Allocated</b>	0%	0%	0%	0%	25%	0%	50%	0%	25%	0%	0%	0%	100%
Non-Mental Halth 723,666	-	-	-	-	180,917	-	361,833	-	180,917	-	-	-	723,666
Mental Health 1,652,020	-	-	-	-	413,005	-	826,010	-	413,005	-	-	-	1,652,020
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ 593,921	\$ -	\$ 1,187,843	\$ -	\$ 593,921	\$ -	\$ -	\$ -	\$ 2,375,686

\* Payment may be accelerated depending on SELPA's cash position.

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2021-22 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the JPA pursuant to Education Code sections 41023 and 42100.

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

Date of Meeting: Aug 29, 2022

To the Superintendent of Public Instruction:

2021-22 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code sections 41023 and 42100.

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

Date: \_\_\_\_\_

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For JPA:

Denice Cora

Rachel Wigle

Name

Name

Administrator

Chief Business Official

Title

Title

(805) 964-4711

(805) 979-2135

Telephone

Telephone

dcora@sbceo.org

rwigle@sbcselfpa.org

E-mail Address

E-mail Address

REQUEST FOR AN APPROVED INDIRECT COST RATE:

JPA's do not receive an approved indirect cost rate unless specifically requested.

(  N ) Do you want an approved indirect cost rate for use with 2023-24 programs? (Yes/No)

Santa Barbara County SELPA JPA  
 Santa Barbara County

Unaudited Actuals  
 FINANCIAL REPORTS  
 2021-22 Unaudited Actuals  
 Summary of Unaudited Actual Data Submission

42 40378 0000000  
 Form CA

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2023-24, subject to CDE approval (applicable only if an approved indirect cost rate has been requested).	0.00%

1/15/2021

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	863,656.00	33,360.00	-96.1%
3) Other State Revenue		8300-8599	5,300,002.93	5,105,994.00	-3.7%
4) Other Local Revenue		8600-8799	641,598.78	528,745.00	-17.6%
5) TOTAL, REVENUES			6,805,257.71	5,668,099.00	-16.7%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	354,352.56	357,890.00	1.0%
2) Classified Salaries		2000-2999	781,346.08	730,584.00	-6.5%
3) Employee Benefits		3000-3999	398,018.08	389,470.03	-2.1%
4) Books and Supplies		4000-4999	39,351.46	198,710.00	405.0%
5) Services and Other Operating Expenditures		5000-5999	1,798,214.50	2,126,032.76	18.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,695,808.51	1,774,674.00	-52.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,067,091.19	5,577,360.79	-21.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(261,833.48)	90,738.21	-134.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(261,833.48)	90,738.21	-134.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,353,740.82	4,091,907.34	-6.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,353,740.82	4,091,907.34	-6.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,353,740.82	4,091,907.34	-6.0%
2) Ending Balance, June 30 (E + F1e)			4,091,907.34	4,182,645.55	2.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,856,582.60	3,936,820.81	2.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	235,324.74	245,824.74	4.5%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	4,452,271.27		
1) Fair Value Adjustment to Cash in County Treasury		9111	668.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	12,087.80		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,155,124.91		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			5,620,151.98		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	1,528,244.64		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,528,244.64		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I7 + J2)			4,091,907.34		



Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Special Education Discretionary Grants		8182	863,656.00	33,360.00	-96.1%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>863,656.00</b>	<b>33,360.00</b>	<b>-96.1%</b>
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	3,061,000.93	4,939,191.00	61.4%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6695	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,239,002.00	166,803.00	-92.6%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>5,300,002.93</b>	<b>5,105,994.00</b>	<b>-3.7%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	19,594.38	20,000.00	2.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
In-District Premiums/ Contributions		8674	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.0%
All Other Local Revenue		8699	619,483.40	508,745.00	-17.9%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	2,521.00	0.00	-100.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
ROC/P Transfers					
From Districts or Charter Schools	6360	8791	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>641,598.78</b>	<b>528,745.00</b>	<b>-17.6%</b>
<b>TOTAL, REVENUES</b>			<b>6,805,257.71</b>	<b>5,668,099.00</b>	<b>-16.7%</b>

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	293,516.16	296,454.00	1.0%
Other Certificated Salaries		1900	60,836.40	61,436.00	1.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>354,352.56</b>	<b>357,890.00</b>	<b>1.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	117,857.71	122,388.00	3.8%
Other Classified Salaries		2900	663,488.37	608,196.00	-8.3%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>781,346.08</b>	<b>730,584.00</b>	<b>-6.5%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	100,816.44	110,930.00	10.0%
PERS		3201-3202	98,424.46	103,126.63	4.8%
OASDI/Medicare/Alternative		3301-3302	16,529.71	15,691.52	-5.1%
Health and Welfare Benefits		3401-3402	170,653.11	148,132.00	-13.2%
Unemployment Insurance		3501-3502	5,700.00	5,410.86	-5.1%
Workers' Compensation		3601-3602	5,894.36	6,179.02	4.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>398,018.08</b>	<b>389,470.03</b>	<b>-2.1%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	39,351.46	192,910.00	390.2%
Noncapitalized Equipment		4400	0.00	5,800.00	New
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>39,351.46</b>	<b>198,710.00</b>	<b>405.0%</b>

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	67,877.68	73,988.00	9.0%
Travel and Conferences		5200	84,511.21	84,980.00	0.6%
Dues and Memberships		5300	2,700.00	3,500.00	29.6%
Insurance		5400-5450	5,050.00	6,100.00	20.8%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	74,388.00	74,388.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,544,272.76	1,850,076.76	19.8%
Communications		5900	19,414.85	33,000.00	70.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,798,214.50</b>	<b>2,126,032.76</b>	<b>18.2%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	30,000.00	New
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments					
To Districts or Charter Schools	6500	7221	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.0%
ROC/P Transfers of Apportionments					
To Districts or Charter Schools	6360	7221	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.0%
All Other Transfers		7281-7283	3,695,808.51	1,744,674.00	-52.8%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>3,695,808.51</b>	<b>1,774,674.00</b>	<b>-52.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>7,067,091.19</b>	<b>5,577,360.79</b>	<b>-21.1%</b>

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: Special Reserve Fund		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: Special Reserve Fund		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	863,656.00	33,360.00	-96.1%
3) Other State Revenue		8300-8599	5,300,002.93	5,105,994.00	-3.7%
4) Other Local Revenue		8600-8799	641,598.78	528,745.00	-17.6%
5) TOTAL, REVENUES			6,805,257.71	5,668,099.00	-16.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		3,338,599.16	3,754,326.79	12.5%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		13,577.85	15,360.00	13.1%
8) Plant Services	8000-8999		19,105.67	33,000.00	72.7%
9) Other Outgo	9000-9999	Except 7600-7699	3,695,808.51	1,774,674.00	-52.0%
10) TOTAL, EXPENDITURES			7,067,091.19	5,577,360.79	-21.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(261,833.48)	90,738.21	-134.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(261,833.48)	90,738.21	-134.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,353,740.82	4,091,907.34	-6.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,353,740.82	4,091,907.34	-6.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,353,740.82	4,091,907.34	-6.0%
2) Ending Balance, June 30 (E + F1e)			4,091,907.34	4,182,645.55	2.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,856,582.60	3,936,820.81	2.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	235,324.74	245,824.74	4.5%



<b>Resource</b>	<b>Description</b>	<b>2021-22 Unaudited Actuals</b>	<b>2022-23 Budget</b>
6500	Special Education	2,026,876.58	2,107,114.79
6536	Special Ed: Dispute Prevention and Dispute Resolution	177,686.49	177,686.49
6546	Mental Health-Related Services	1,652,019.53	1,652,019.53
Total, Restricted Balance		3,856,582.60	3,936,820.81

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	21,725,587.06	13,670,138.00	-37.1%
3) Other State Revenue		8300-8599	35,704,298.75	36,498,101.00	2.2%
4) Other Local Revenue		8600-8799	1,910.42	0.00	-100.0%
5) TOTAL, REVENUES			57,431,796.23	50,168,239.00	-12.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	57,431,796.23	50,168,239.00	-12.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			57,431,796.23	50,168,239.00	-12.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	0.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	0.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	33,269.81		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	18,407,893.17		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			18,441,162.98		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	18,441,162.98		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			18,441,162.98		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
Property Taxes Transfers		8097	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>					
Pass-Through Revenues from Federal Sources					
		8287	21,725,587.06	13,670,138.00	-37.1%
TOTAL, FEDERAL REVENUE			21,725,587.06	13,670,138.00	-37.1%
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	28,188,463.75	36,498,101.00	29.5%
Prior Years	6500	8319	74,192.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	7,441,643.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			35,704,298.75	36,498,101.00	2.2%
<b>OTHER LOCAL REVENUE</b>					
Interest					
		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
Pass-Through Revenues From Local Sources		8697	1,910.42	0.00	-100.0%
Transfers of Apportionments					
From Districts or Charter Schools		8791	0.00	0.00	0.0%
From County Offices		8792	0.00	0.00	0.0%
From JPAs		8793	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,910.42	0.00	-100.0%
TOTAL, REVENUES			57,431,796.23	50,168,239.00	-12.6%

Description	Resource Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	28,557,727.06	13,377,134.00	-53.2%
To County Offices		7212	611,413.42	293,004.00	-52.1%
To JPAs		7213	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments					
To Districts or Charter Schools	6500	7221	25,390,267.95	33,896,391.00	33.5%
To County Offices	6500	7222	2,872,387.80	2,601,710.00	-9.4%
To JPAs	6500	7223	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			57,431,796.23	50,168,239.00	-12.6%
<b>TOTAL, EXPENDITURES</b>			<b>57,431,796.23</b>	<b>50,168,239.00</b>	<b>-12.6%</b>

Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	21,725,587.06	13,670,138.00	-37.1%
3) Other State Revenue		8300-8599	35,704,298.75	36,498,101.00	2.2%
4) Other Local Revenue		8600-8799	1,910.42	0.00	-100.0%
5) TOTAL, REVENUES			57,431,796.23	50,168,239.00	-12.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	57,431,796.23	50,168,239.00	-12.6%
10) TOTAL, EXPENDITURES			57,431,796.23	50,168,239.00	-12.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Unaudited Actuals	2022-23 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	0.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	0.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



Santa Barbara County SELPA JPA  
Santa Barbara County

Unaudited Actuals  
Special Education Pass-Through Fund  
Exhibit: Restricted Balance Detail

42 40378 0000000  
Form 10

<b>Resource</b>	<b>Description</b>	<b>2021-22 Unaudited Actuals</b>	<b>2022-23 Budget</b>
<hr/>		<hr/>	
	Total, Restricted Balance	0.00	0.00
		<hr/>	

**Part I - General Administrative Share of Plant Services Costs**

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

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

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

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 1,533,716.72

**C. Percentage of Plant Services Costs Attributable to General Administration**

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

**Part II - Adjustments for Employment Separation Costs**

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

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

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

**A. Normal Separation Costs (optional)**

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

**B. Abnormal or Mass Separation Costs (required)**

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

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

**A. Indirect Costs**

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

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	0.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	3,270,721.48
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	0.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	13,577.85
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	19,105.67
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	3,303,405.00

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**

**(For information only - not for use when claiming/recovering indirect costs)**  
 (Line A8 divided by Line B19) 0.00%

**D. Preliminary Proposed Indirect Cost Rate**

**(For final approved fixed-with-carry-forward rate for use in 2023-24 see [www.cde.ca.gov/fg/ac/ic](http://www.cde.ca.gov/fg/ac/ic))**  
 (Line A10 divided by Line B19) 0.00%

**Part IV - Carry-forward Adjustment**

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

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

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

Unaudited Actuals  
Santa Barbara County SELPA JPA 2021-22 Unaudited Actuals 42 40378 0000000  
Santa Barbara County Exhibit A: Indirect Cost Rates Charged to Programs Form ICR

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

<b>Fund</b>	<b>Resource</b>	<b>Eligible Expenditures (Objects 1000-5999 except 4700 &amp; 5100)</b>	<b>Indirect Costs Charged (Objects 7310 and 7350)</b>	<b>Rate Used</b>
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Unaudited Actuals  
2021-22  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Allocation Factors (AF) for Support Costs

	----- Teacher Full-Time Equivalents -----				----- Classroom Units -----		Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
<b>A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>B. Enter Allocation Factor(s) by Goal:</b> (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
<b>Instructional Goals Description</b>							
0001 Pre-Kindergarten							
1110 Regular Education, K-12							
3800 Career Technical Education							
4110 Regular Education, Adult							
4630 Adult Career Technical Education							
5000-5999 Special Education (allocated to 5001)							
6000 ROC/P							
<b>Other Goals Description</b>							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8500 Child Care and Development Services							
<b>Other Funds Description</b>							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)							
-- Cafeteria (Funds 13 & 61)							
<b>C. Total Allocation Factors</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Santa Barbara County SELPA JPA  
 Santa Barbara County

Unaudited Actuals  
 2021-22  
 General Fund and Charter Schools Funds  
 Program Cost Report

42 40378 000000  
 Form PCR

Goal	Program/Activity	----- Direct Costs -----			Central Admin Costs (col. 3 x Sch. CAC line E Column 4)	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
<b>Instructional Goals</b>							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K-12	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	3,357,704.83	0.00	3,357,704.83	13,577.85		3,371,282.68
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
<b>Other Goals</b>							
7110	Nonagency - Educational	0.00	0.00	0.00	0.00		0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
<b>Other Costs</b>							
----	Food Services					0.00	0.00
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					0.00	0.00
----	Other Outgo					3,695,808.51	3,695,808.51
<b>Other Funds</b>	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	0.00		0.00
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				0.00		0.00
----	<b>Total General Fund and Charter Schools Funds Expenditures</b>	3,357,704.83	0.00	3,357,704.83	13,577.85	3,695,808.51	7,067,091.19

Unaudited Actuals  
2021-22  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
<b>Instructional Goals</b>													
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1110	Regular Education, K-12	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	0.00	3,338,599.16	0.00	0.00	0.00	0.00	0.00			19,105.67	0.00	3,357,704.83
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
<b>Other Goals</b>													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Direct Charged Costs</b>		0.00	3,338,599.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,105.67	0.00	3,357,704.83

\* Functions 7100-7199 for goals 8100 and 8500



Santa Barbara County SELPA JPA  
 Santa Barbara County

Unaudited Actuals  
 2021-22  
 General Fund and Charter Schools Funds  
 Program Cost Report  
 Schedule of Allocated Support Costs (AC)

42 40378 0000000  
 Form PCR

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
<b>Instructional Goals</b>					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	0.00	0.00	0.00	0.00
6000	ROC/P	0.00	0.00	0.00	0.00
<b>Other Goals</b>					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
<b>Other Funds</b>					
--	Adult Education (Fund 11)		0.00		0.00
--	Child Development (Fund 12)	0.00	0.00	0.00	0.00
--	Cafeteria (Funds 13 and 61)		0.00		0.00
<b>Total Allocated Support Costs</b>		0.00	0.00	0.00	0.00

Santa Barbara County SELPA JPA  
Santa Barbara County

Unaudited Actuals  
2021-22  
Program Cost Report  
Schedule of Central Administration Costs (CAC)

42 40378 000000  
Form PCR

<b>A. Central Administration Costs in General Fund and Charter Schools Funds</b>	
1 Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	13,577.85
2 External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	0.00
3 Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	0.00
4 Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	0.00
5 Total Central Administration Costs in General Fund and Charter Schools Funds	13,577.85
<b>B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds</b>	
1 Total Direct Charged Costs (from Form PCR, Column 1, Total)	3,357,704.83
2 Total Allocated Costs (from Form PCR, Column 2, Total)	0.00
3 Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	3,357,704.83
<b>C. Direct Charged Costs in Other Funds</b>	
1 Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2 Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3 Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	0.00
4 Foundation (Funds 19 & 57, Objects 1000-5999, except 5100) (Not applicable to JPAs)	0.00
5 Total Direct Charged Costs in Other Funds	0.00
<b>D. Total Direct Charged and Allocated Costs (B3 + C5)</b>	3,357,704.83
<b>E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)</b>	0.40%

Santa Barbara County SELPA JPA  
 Santa Barbara County

Unaudited Actuals  
 2021-22  
 General Fund and Charter Schools Funds  
 Program Cost Report  
 Schedule of Other Costs (OC)

42 40378 0000000  
 Form PCR

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400-6600)	0.00				0.00
Enterprise (Objects 1000-5999, 6400-6600)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6600)			0.00		0.00
Other Outgo (Objects 1000-7999)				3,695,808.51	3,695,808.51
<b>Total Other Costs</b>	0.00	0.00	0.00	3,695,808.51	3,695,808.51

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
<b>Governmental Activities:</b>						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings	131,895.00		131,895.00			131,895.00
Equipment			0.00			0.00
Total capital assets being depreciated	131,895.00	0.00	131,895.00	0.00	0.00	131,895.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings	(87,051.00)		(87,051.00)		5,276.00	(92,327.00)
Equipment			0.00			0.00
Total accumulated depreciation	(87,051.00)	0.00	(87,051.00)	0.00	5,276.00	(92,327.00)
Total capital assets being depreciated, net excluding lease assets	44,844.00	0.00	44,844.00	0.00	5,276.00	39,568.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Governmental activity capital assets, net	44,844.00	0.00	44,844.00	0.00	5,276.00	39,568.00
<b>Business-Type Activities:</b>						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

Unaudited Actuals  
2021-22 Unaudited Actuals  
Schedule of Long-Term Liabilities

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
<b>Governmental Activities:</b>							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable	7,944.58		7,944.58	1,370.73	3,407.71	5,907.60	
Governmental activities long-term liabilities	7,944.58	0.00	7,944.58	1,370.73	3,407.71	5,907.60	0.00
<b>Business-Type Activities:</b>							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Unaudited Actuals  
2022-23 Budget  
Technical Review Checks

Santa Barbara County SELPA JPA

Santa Barbara County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

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Unaudited Actuals  
2021-22 Unaudited Actuals  
Technical Review Checks

Santa Barbara County SELPA JPA

Santa Barbara County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

## IMPORT CHECKS

## GENERAL LEDGER CHECKS

### SUPPLEMENTAL CHECKS

IC-ADMIN-PLANT-SVCS - (O) - Percentage of plant services costs attributable to general administration is either zero or exceeds 25%. LEAs with these percentages may have incorrectly coded general administration costs. Please review the GL data extracted on Line A1 and any amount entered on Line A2a in Part I of the Indirect Cost Rate Worksheet (Form ICR) and correct the data if necessary. EXCEPTION

Percentage of plant services costs attributable to general administration (Part I, Line C) is 0.00%  
Explanation:SELPA does not claim indirect costs.

IC-PCT - (O) - The straight indirect cost percentage (i.e., WITHOUT the carry-forward adjustment) is less than 2% or exceeds 9%. LEAs, regardless of their size or type, with rates outside of these guidelines have usually incorrectly coded general administrative costs (e.g., fiscal services, personnel/human services, central support, and centralized data processing). Please review the Indirect Cost Rate Worksheet (Form ICR) paying special attention that costs coded to the indirect cost functions are consistent with the definitions in the California School Accounting Manual. Also, to help with your review, the Indirect Cost Rate Worksheet section of the SACS Software User Guide contains a list of common problem areas. If general administration costs are incorrectly coded, make the necessary data corrections; if costs are correct, please provide an explanation identifying the major contributing factors to the rate. EXCEPTION

Straight indirect cost percentage before carry-forward adjustment (Form ICR, Part III, Line C) is 0.00%  
Explanation:SELPA does not claim indirect costs.

IC-ADMIN-NOT-ZERO - (O) - There are no Other General Administration costs

reported in Form ICR, Part III, Line A1. Please review your records and make any necessary corrections. **EXCEPTION**

Other general administration costs, less portion charged to restricted resources or specific goals (Form ICR, Part III, Line A1) 0.00  
Explanation:SELPA does not claim indirect costs.

**IC-BD-SUPT-VS-ADMIN - (O) - In Form ICR, the ratio of Board and Superintendent costs to Other General Administration costs is less than 5%. Please review your records and make any necessary corrections. EXCEPTION**

Board and Superintendent (Form ICR, Part III, Line B7) 13,577.85

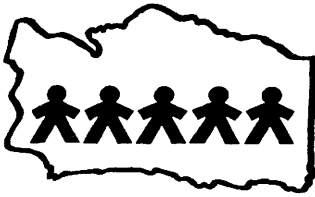
Other General Administration, less portion charged to restricted resources or specific goals (Form ICR, Part III, Line A1) 0.00  
Ratio is 0.00%

Explanation:SELPA does not claim indirect costs.

**EXPORT CHECKS**

Checks Completed.





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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Request to Close Hollister Regional Program in the 2023-2024 School Year

**BACKGROUND:**

- According to the SBCSELPA Local Plan when a regional program enrollment is projected to fall below 60% of the established class size of 8-10 students (Local Plan 9-30, #3), it must be brought to the JPA Board for discussion.
- SBCEO operates a regional program at Hollister Elementary School, in Goleta Union School District (GUSD), that serves TK to grade 6 students with severe/profound needs.
- This program has primarily served students attending Montecito Union School District, Cold Spring School District, Carpinteria Unified School District, Santa Barbara Unified School District, Hope School District, and Goleta Union School District.
- SBCEO is projecting one (1) student in the program for the 2023-2024 school year, this student is a 6<sup>th</sup> grader from Santa Barbara Unified School District (SBUSD). SBCEO has discussed this projected low enrollment and proposed closure with the Special Education Administrators of the districts the program primarily serves, and none are expecting to refer any students to the program during the 2022-23 or 2023-24 school year.
- SBUSD has communicated that they will be able to offer FAPE in one of the district programs beginning in the 2023-24 school year to serve the one (1) student who is expected to be enrolled in the program.
- LEA/district special education administrators support the proposed plan.

**FISCAL IMPACT:** This closure should not have a negative impact since there are no students expected to be enrolled in the next two (2) years.

**RECOMMENDATION:** The JPA Board approve the closure of the regional program at Hollister Elementary School at the end of the 2022-2023 school year as presented.

RA:lm



## Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307  
 Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

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August 2022

To: Ray Avila, Executive Director, Santa Barbara County SELPA and JPA Board

From: Kirsten Escobedo, Assistant Superintendent, SBCEO

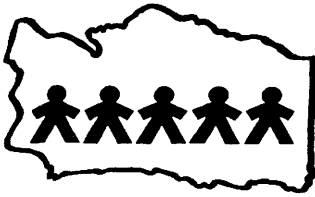
Re: Projected low enrollment for the Hollister Regional Program in the 23-24 school year

SBCEO operates a regional program serving TK to grade 6 students with severe/profound needs located at Hollister Elementary School in the Goleta Union School District. Historically, this program has served students attending Montecito Union School District, Cold Spring School District, Carpinteria Unified School District, Santa Barbara Unified School District, Hope School District and Goleta Union School District. **SBCEO is projecting one student in the program for the 2023-24 school year.** SBCEO has communicated with the Special Education Administrators of the districts listed, and none of them are expecting to refer any students to the program during the 2022-23 school year or 2023-24 school year. When a regional program enrollment is projected to fall below 60% of the established class size of 8-10 (Local Plan 9-30 #3), it must be brought to the JPA board for discussion.

The following information is provided for review.

- In 2022-23, the program staff includes a 1.0 FTE teacher, three .8125 FTE paraprofessionals, one .8125 LVN, and related services staff as per the Local Plan.
- In 2021-22, the program enrollment was six students.
- In 2022-23, the current enrollment is five students. Four students are sixth graders who will matriculate to seventh grade for the 2023-24 school year. The remaining student will be a sixth grader whose district is Santa Barbara Unified School District (SBUSD).
- For the sixth grade student, SBUSD has communicated that it will be able to offer FAPE in one of the district programs beginning in the 2023-24 school year. Parent input will be included as part of the spring 2023 IEP team meeting and transition process to determine an appropriate placement for the student.
- The current program cost is \$315,757.00.

Due to projected low enrollment, it is recommended that the classroom is closed at the end of the 2022-23 school year.



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Resolution 22-23-08 Recognizing a State of Emergency and Authorizing Teleconferenced Meetings

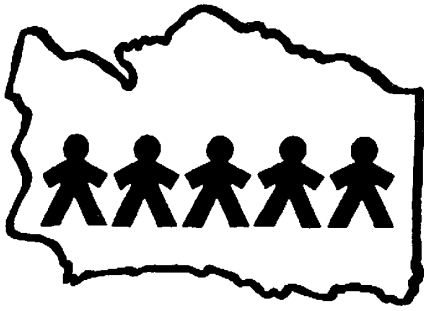
**BACKGROUND:**

- The SBCSELPA JPA Board meeting dates align with the 2022-23 Superintendents' Meeting schedule. This includes following how the Superintendents meetings are being held, virtual or in person.
- The adopted 22-23 meeting schedule has the following meeting dates scheduled to be held in-person: December 5, 2022, March 6, 2023, and June 5, 2023, at the Jonata Middle School Library in Buellton.
- Due to the COVID-19 pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference if other provisions of the Ralph M. Brown Act ("Brown Act") were followed they would not be considered in violation of the Brown Act.
- Additionally, on September 16, 2021, Governor Newsome signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency. Governor Newsom declared a statewide emergency due to COVID-19 on March 2020, and social distancing measures have been recommended by the SBCPHD to mitigate the spread of COVID-19.
- According to the 2022-23 meeting schedule that was adopted by the JPA Board on June 6, 2022, the October 3, 2022 SBCSELPA JPA Board regular meeting is planned to be held virtually. In accordance with the Brown Act and the current resolution requirement that must be approved within 30 days of a virtual meeting, Resolution 22-23-08 is being presented to authorize a virtual meeting on October 3, 2022.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** The JPA Board approve Resolution 22-23-08 Authorizing the October 3, 2022 JPA Board Regular to be held virtually as presented.

RA:lm



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

**Resolution 22-23-08**  
**Recognizing a State of Emergency and**  
**Authorizing Teleconferenced Meetings**

**WHEREAS**, in response to the novel coronavirus (“COVID-19”) pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act (“Brown Act”) were followed; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and

**WHEREAS**, social distancing measures have been recommended by the Santa Barbara County Public Health Department to mitigate the spread of COVID-19; and

**WHEREAS**, the Santa Barbara County SELPA JPA Board is committed to open and transparent governance in compliance with the Brown Act; and

**WHEREAS**, the Santa Barbara County SELPA JPA Board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

5385 Hollister Avenue, Bldg. 7 • Santa Barbara, California 93111 • (805) 683-1424

Mailing Address: 5385 Hollister Avenue, Box 107 • Santa Barbara, California 93111

fax – (805) 967-1960 • selpa@sbceo.org

**NOW THEREFORE, BE IT RESOLVED**, by the Santa Barbara County SELPA JPA Board:

1. The Santa Barbara County SELPA JPA Board has reconsidered the circumstances of the State of Emergency and recognizes that the State of Emergency in the State of California continues to exist due to the COVID-19 pandemic;
2. The Santa Barbara County SELPA JPA Board recognizes that social distancing measures remain recommended by state and local officials;
3. The Santa Barbara County SELPA JPA Board authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

**PASSED AND ADOPTED** by the Santa Barbara County SELPA JPA Board on **August 29, 2022**, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

I, **Ray Avila**, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date:

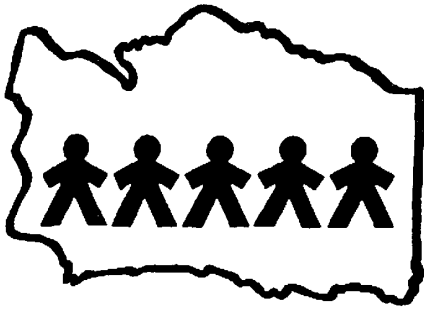
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Clerk/Secretary of the JPA Governing Board

5385 Hollister Avenue, Bldg. 7 • Santa Barbara, California 93111 • (805) 683-1424

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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County SELPA Local Plan Revision, Section 9, Part XVII  
*(Second Reading/Approval)*

**BACKGROUND:**

- This item was previously presented as an information/discussion item on the June 6, 2022 JPA Board agenda. The JPA Board authorized that this item return as an action item on this agenda.
- Due to statutory changes in the funding formula for Out-of-Home Care (formerly referred to as Licensed Children's Institution (LCI) Funding), it prompted the review of the XVII. Licensed Children's Institution Funding language in Section 9 of the Local Plan
- Proposed revisions have been made to Section 9 of the Local Plan to align the allocation of these funds more closely to districts to the new calculation formula. (SEE attachment, Local Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan, Part XVII)
- The revisions were previously presented to the SEAMBO and SEAM groups on Friday, October 15, 2021. District/LEA special education administrators and business officials support the proposed revisions.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** The JPA Board approve the revisions to Local Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan, Part XVII as presented.

RA:lm

**New DRAFT Local Plan Language – No Markup****XVII. OUT-OF-HOME CARE FUNDING**

The SBCSELPA receives Out-of-Home Care Funding as part of the AB602 allocation. This funding is based on

- 1) the sum of cumulative enrollment for foster youth reported through California Longitudinal Pupil Achievement Data System
- 2) Average Daily Population at Short Term Residential Therapeutic Programs (STRTP) collected and managed by the Department of Social Services
- 3) Pupil Count as of April 1<sup>st</sup> of current year for Community Care (CC), Intermediate Care (IC), and Skilled Nursing Facilities (SNF) collected by the Department of Developmental Services

The funding will be distributed as follows. For funds generated by:

- a) Foster Youth - districts will receive a proportion based on the greater of current or two prior years' ADA
- b) STRTP – distributed to districts based on proportion of days students with IEPs were enrolled in a STRTP program in their district/total SELPA enrollment days of students with IEPs in STRTP programs.

Districts will report days of attendance in STRTPs in their district from June 1<sup>st</sup> – May 31<sup>st</sup>. The overlap in school years will allow LEAs to submit their final billing each year by June 30<sup>th</sup> of the current year. Adjustments for Annual recertifications the following February will be applied proportionately.

- c) CC,IC,SNF – distributed to the geographic district of the facility

Funding will be adjusted during the Annual Certification (February of the following year). Recertifying adjustments will be distributed in accordance with above.

**DRAFT Local Plan language with Markup from current plan:****~~XVII. LICENSED CHILDREN'S INSTITUTION~~ OUT-OF-HOME CARE FUNDING**

The SBCSELPA receives ~~LCH~~ Out-of-Home Care Funding as part of the AB602 allocation. This funding is based on ~~the bed count data for students residing in group homes and six other types of facilities (LCIs) located within each SELPA's geographic boundary and is intended to offset costs that districts may incur in serving these students. The~~

amount of funding the SBCSELPA receives per pupil is based on the level and type of LCI facility each student resides in.

- 1) *the sum of cumulative enrollment for foster youth reported through California Longitudinal Pupil Achievement Data System*
- 2) *Average Daily Population at Short Term Residential Therapeutic Programs (STRTP) collected and managed by the Department of Social Services*
- 3) *Pupil Count as of April 1<sup>st</sup> of current year for Community Care (CC), Intermediate Care (IC), and Skilled Nursing Facilities (SNF) collected by the Department of Developmental Services*

*The funding will be distributed as follows. For funds generated by:*

- a) *Foster Youth - districts will receive a proportion based on the greater of current or two prior years' ADA*
- b) *STRTP – distributed to districts based on proportion of days students with IEPs were enrolled in a STRTP program in their district/total SELPA enrollment days of students with IEPs in STRTP programs*

*Districts will report days of attendance in STRTPs in their district from June 1<sup>st</sup> – May 31<sup>st</sup>. The overlap in school years will allow LEAs to submit their final billing each year by June 30<sup>th</sup> of the current year. Adjustments for Annual recertifications the following February will be applied proportionately.*

- c) *CC,IC,SNF – distributed to the geographic district of the facility*

*Funding will be adjusted during the Annual Certification (February of the following year). Recertifying adjustments will be distributed in accordance with above.*

It is the intent of this policy to ensure that LEAs be reimbursed for all costs associated with providing special education services to students residing in LCI group homes and skilled nursing facilities attending regional programs or receiving an intensive level of service in LEA/district programs due to high level needs. SBCSELPA will reimburse the LEA/District for actual expenditures of students with SDC/higher level needs (as defined in this policy) residing in LCI group home at year end. Any funding remaining after LEAs/districts have been reimbursed for students with SDC/higher level needs residing in LCI group homes shall be distributed to LEA/districts per their overall percentage of students with IEPs enrolled that reside in LCI group homes based on days of enrollment.

SBCSELPA will receive LCI funding to be used to reimburse LEAs for full costs of students residing in LCI group homes and skilled nursing facilities who are served in regional programs or defined as being a special day class (SDC) or high level needs student. This calculation will be based on actual costs.



~~For purposes of this policy a student must meet one or more of the following criteria to be considered an “SDC/higher level needs student”:~~

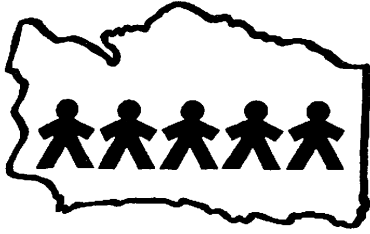
- ~~• Student attends a pull-out self-contained special education classroom for more than 50% of the day to receive SAI~~
- ~~• Student is assigned to an ed specialist (SPED teacher) for more than 50% of the day either in pull-out or general education setting receiving SAI (CASEMIS Code 330)~~
- ~~• Student is assigned a 1:1 assistant for more than 50% of the day (CASEMIS Code 340 or 350)~~
- ~~• Student is assigned an NPA service for 20 hours or more weekly (CASEMIS Code 400)~~

~~Reimbursable costs associated with students with a high level of needs who are attending LEA special day class (SDC) shall be calculated annually as per the following funding formula:~~

- ~~• LEAs will receive LCI funding based on their total percentage of students with high needs attending LCI SDC compared to the total ADA of students with a high level of needs attending LCI SDC in the SBCSELPA.~~
- ~~• Transportation costs will not be reimbursable through SBCSELPA and shall be offset by pupil ADA collected by the LEA.~~

~~The annual billing period will be June 1<sup>st</sup>—May 31<sup>st</sup>. The overlap in school years will allow LEAs to submit their final billing each year by June 30<sup>th</sup> of the current year.~~

~~Note that Individuals with exceptional needs ages 18 to 22 years old residing in foster family homes and in group homes defined as LCIs are the fiscal responsibility of the district where they reached the age of majority or the district of residence of their conservator (if conserved). The district of responsibility may contact the district where the LCI is located to determine if they are able and willing to serve the student. All costs associated with the placement shall be the fiscal responsibility of the district where the student reached the age of majority or where the conservator resides (if the student is conserved) and are not reimbursable out of SBCSELPA LCI funding.~~



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Maria-Bonita School District (SM-B) Letter of Intent to Discontinue Occupational Therapy Services through Orcutt Union School District

**BACKGROUND:**

- Orcutt Union School District is a regional provider of occupational therapy services.
- SM-Bonita notified the SBCSELPA and Orcutt Union School District in an email dated June 6, 2022, of its intent to discontinue the provision of occupational services through Orcutt Union School District for the 2023-2024 school year. SM-Bonita provided a formal letter of intent to the SBCSELPA, dated August 17, 2022 (**SEE Attachment REF: IX-A.1**)
- Santa Maria-Bonita School District will ensure a continuum of services in house and will provide the program transfer plan documents by the November 2022 JPA Board meeting.

**FISCAL IMPACT:** School districts utilizing OT services through Orcutt Union School District will experience an increase in costs since fewer students will be utilizing services.

RA:lm

REF: IX-A.1

August 17, 2022

Ray Avila, Executive Director of Special Education

Santa Barbara County SELPA

Re: Year and a day notice to take back programs/services

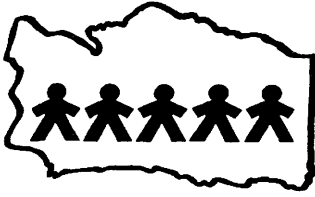
The purpose of this letter is to provide formal notice of Santa Maria-Bonita School District's intent to no longer contract with the SELPA for the use of Occupational Therapists through the regional program provided by Orcutt Union School District. We have enough students who receive these services to warrant our district hiring occupational therapists to support our students.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik Thompson', with a long horizontal stroke extending to the right.

Erik Thompson, Director of Special Education

Santa Maria-Bonita School District



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SBCEO Request for Low Incidence SBCSELPA “Set Aside” Funds for Cold Spring School District for the 2021-2022 Academic Year

**BACKGROUND:**

- SBCEO provides special education services to Cold Spring School District as a “Direct Service” LEA.
- Between June 25, 2021 and August 2, 2021, new students enrolled in the Cold Spring School District for the 2021-2022 academic year that required per their IEP Low Incidence related services and supports. The Cold Spring 2021-22 budget had already been approved prior to the new students being enrolled, thus did not include funds to support the needs of the new students.
- The services for these students can be funded by Low Incidence Funding (LIF). One of these students is eligible under the criteria of *Hard of Hearing* and includes itinerant services provided by the Teacher of the Deaf. A second student is eligible under the criteria of *Visual Impairment* and receives services from the Teacher of the Visually Impaired and requires the support of a paraeducator for the full school day. A third student is eligible under *Orthopedic Impairment* and requires the support of a second paraeducator for the full school day.
- These additional LIF services, which are required to provide a free appropriate public education (FAPE) for these students cost a total of \$182,132.00 for the 21-22 school year.
- The Cold Spring School District Low Incidence allotment for 2021-22 school year:
  - \$6,398.00 regular allotment
  - \$99,851 additional allotment from SELPA “set-aside” funds.
- The SBCSELPA 21-22 Low Incidence Ending Fund Balance Pool for districts to request funding for excess 21-22 expenditures is \$135,219.
- Cold Spring School District is requesting up to \$75,883.00 from remaining Low Incidence funds for the 2021-22 school year to help cover the difference (**SEE REF: IX-B.1**).

**FISCAL IMPACT:** \$75,883.00 for the remaining 2021-2022 school year.

**RECOMMENDATION:** The JPA Board approve the SBCEO/Cold Spring School District proposed request and recommend the item be presented as an action item on the October 3, 2022 JPA Board meeting agenda as presented.

RA:lm



## Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307  
 Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

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Date: August 16, 2022  
 To: SBCSELPA JPA Board  
 From: Kirsten Escobedo, Assistant Superintendent, SBCEO, on behalf of Cold Spring School District  
 Re: Request for Additional Low Incidence (LI) Funds

### **Background**

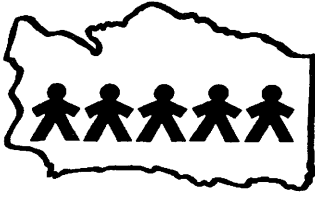
- SBCEO provides special education services to Cold Spring School District.
- During the 21-22 school year, three students at Cold Spring were provided with LI services per their IEPs.
- One of these students is eligible under the criteria of Hard of Hearing and includes itinerant services provided by the Teacher of the Deaf.
- Another student is eligible under the criteria of Visual Impairment, and receives itinerant services from the Teacher of the Visually Impaired. This student also requires the support of a paraeducator for the full school day.
- The third student has a secondary eligibility of Orthopedic Impairment and also requires the support of a paraeducator for the full school day.

### **Request to Access Unspent SELPA LI Funds Remaining From the 2021-22 School Year**

- The total cost of the above services for the 21-22 school year was \$182,132.
- Cold Spring's LI allotment for 21-22 was \$6,398.
- In September 2021, the JPA board approved \$99,851 in carryover funds from the 20-21 school year.
- The total of these two sources of revenue is \$106,249. This total is \$75,883 less than the total LI expenditure for the 21-22 school year.
- Cold Spring is requesting up to \$75,883 from the remaining SELPA LI funds for the 21-22 school year to help cover the difference.

**Fiscal Impact:** The fiscal impact will be up to \$75,883.

**Recommendation:** The JPA board approve the request for 21-22 remaining LI funding for Cold Spring School District.



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

Date: August 29, 2022  
 To: SBCSELPA JPA Board  
 From: Ray Avila, SBCSELPA Executive Director  
 Re: Santa Barbara Charter School Request for Low Incidence SBCSELPA “Set Aside” Funds for the 2021-2022 Academic Year

**BACKGROUND:**

- SBCSELPA received a Low Incidence Fund (LIF) request from the Santa Barbara Charter (SB Charter). Our local plan allows LEA’s within our SELPA to request any funds carried over from the prior year titled as “set aside”.
- SB Charter School did not receive a LIF allotment for the 2021-22 school year being the student that requires LIF support was not in CALPADS on Census Day 2021 and was enrolled later in the year.
- The SBCSELPA 21-22 Low Incidence Ending Fund Balance Pool for districts to request funding for excess 21-22 expenditures is \$135,219.
- SB Charter School is requesting up to \$19,135.63 from remaining LIF for the 2021-22 school year to help defray the cost of services required to support the student (**SEE REF: IX-C.1**).

**FISCAL IMPACT:** \$19,135.63 for the remaining 2021-2022 school year.

**RECOMMENDATION:** The JPA Board approve the SB Charter School proposed request and recommend the item be presented as an action item on the October 3, 2022 JPA Board meeting agenda as presented.

RA:lm



**SANTA BARBARA CHARTER SCHOOL**  
 6100 STOW CANYON ROAD • GOLETA, CALIFORNIA 93117  
 PHONE (805) 967-6522

Date: August 15, 2022  
 To: SBCSELPA JPA Board  
 From: Stacy Tolkin, Director of Special Education

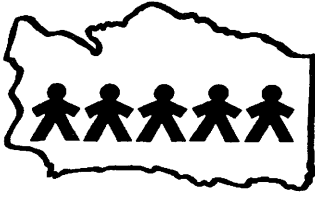
Re: Request for additional Low Incidence funds from the 21-22 10% Set Aside Allocation

**Background**

- Santa Barbara Charter School (“SBCS”) is its own local educational education for the provision of special education services
- Student was in the process of assessment in the spring of 2021 with Hope School District when the family moved and did not return to complete the assessment nor attend an IEP team meeting.
- Student enrolled at SBCS for kindergarten for the 2021-2022 school year.
- SBCS held an IEP team meeting to review the results of the Hope School District assessment and determined student is eligible under the criteria of Orthopedic Impairment
- Due to students' physical impairment, she requires the support of a paraprofessional for the full school day.
- This additional service, which is required to provide a free appropriate public education for this student, has increased the cost of SBCSs special education services by a projected total of \$21,926.52 for paraprofessional support.
- SBCS had a carryover balance of \$1,716.00 to start the school year, which was quickly exhausted.
- SBCS did not receive a 2021-22 low incidence allocation as student was not in CALPADS on Census Day 2021
- SBCS is requesting additional Low Incidence funding up to \$19,135.63 to offset the increased cost of this student’s paraprofessional support.

**Fiscal Impact:** The fiscal impact will be up to \$19,135.63

**Recommendation:** The JPA board approve the request for additional Low Incidence funding for SBCS.



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

Date: August 29, 2022  
To: SBCSELPA JPA Board  
From: Ray Avila, SBCSELPA Executive Director  
Re: Resignation Notification from Amanda Munoz, SBCSELPA WRAP Youth Support Specialist (YSS)

**BACKGROUND:**

- Amanda Munoz notified Ray Avila, SBCSELPA Executive Director, in a letter dated July 12, 2022, that she would be resigning from her position as an SBCSELPA WRAP YSS, effective August 1, 2022, (**SEE REF: IX-D.1**).
- SBCSELPA appreciates the service Ms. Munoz provided during her term with the organization.
- Ms. Munoz's resignation will result in a 1.0 FTE vacancy for a SBCSELPA Youth Support Specialist.
- The SBCSELPA will not be seeking to fill this position at this time. All Mental Health WRAP duties will be distributed among the current WRAP staff.

**FISCAL IMPACT:** None at this time.

RA:lm



Date: July 12, 2023

Dear Alison and SELPA WRAP Team,

This letter is to inform you that I am resigning from my position, Youth Support Specialist with Santa Barbara County WRAP Team. My last day of employment will be August 2, 2021.

~~August 2, 2021~~  
August 1, 2022  
am

It has been an absolute pleasure working with SELPA and the WRAP team, I am truly grateful for the opportunity. I learned many new skills that I will take with me in my career in mental health.

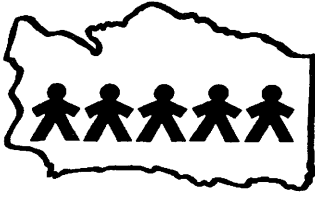
I would like to help with the transition as much as possible to ensure our clients are receiving quality care. I will assist in any way I can be of help during this transition. I will make sure all documents and records are up to date and finalized before my last day of work.

Alison, thank you again for the clinical supervision provided during my time at SELPA. I wish you and the WRAP team all the best as the new school year approaches.

Sincerely,

Amanda Munoz





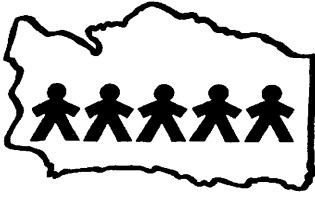
**Santa Barbara County**  
**Special Education Local Plan Area**  
A Joint Powers Agency

Date: August 29, 2022  
To: SBCSELPA JPA Board  
From: Ray Avila, SBCSELPA Executive Director  
Re: Announcement of New SBCSELPA WRAP Youth Support Specialist (YSS)

**BACKGROUND:**

- SBCSELPA had a WRAP Youth Support Specialist (YSS) vacant position to be filled at the end of the 2021-22 year due to an increase in caseload.
- SBCSELPA hired Rachel Bidinost as a new SBCSELPA WRAP YSS in May 2022.
- Ms. Bidinost brings to SBCSELPA a strong skill set from the mental health field. She is currently pursuing her Master's degree and licensure in counseling.
- Ms. Bidinost recently completed her two-month evaluation and has proven to be an asset on the SBCSELPA WRAP team.

RA:lm



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

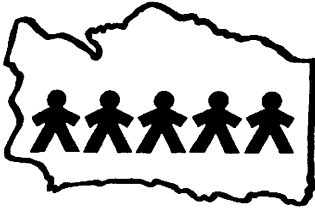
Date: August 29, 2022  
 To: SBCSELPA JPA Board  
 From: Ray Avila, SBCSELPA Executive Director  
 Re: Announcement of New SBCSELPA Mental Health Specialist

**BACKGROUND:**

- The Governor's 2022-2023 budget *did not* reflect a shift of both State and Federal Mental Health funds from SELPAs to LEA's as proposed in January 2022. Thus, SBCSELPA will continue to receive these funds and budget for the mental health services that have traditionally been provided to the 25 LEAs in SB County. These SBCSELPA services and support include support and consultation from a Mental Health Specialist.
- Traditionally, the SBCSELPA Mental Health Specialist oversees the coordination of the SBCSELPA WRAP team and services provided, along with supporting the 19 Therapeutic Learning Classrooms throughout the County. This position has historically facilitated the Non-Public School (NPS) referral and placement process of identified students, but for this 2022-23 academic year the SBCSELPA Mental Health Manager will provide this service.
- As of June 2022, the SBCSELPA Mental Health position vacancy was not filled based upon a potential shift of funds. When the budget determined no shift of Mental Health funds, the vacancy needed to be filled to fulfill the SBCSELPA mental health responsibilities for the 25 LEAs in our county.
- To support in fulfilling the mental health responsibilities for our 25 LEAs in SB County, SBCSELPA has hired Natalie Facio-Leon as the new SBCSELPA Mental Health Specialist for the 2022-2023 academic year.
- Ms. Facio-Leon has been employed with SBCSELPA for over four years and has been a WRAP Youth Support Specialist, and as of the past two years, a WRAP Facilitator. Ms. Facio-Leon brings a tremendous skill set into her new position as Mental Health Specialist, especially her bilingual abilities.
- We look forward to observing the strong work that will be produced by Ms. Facio-Leon during this current academic year!

**FISCAL IMPACT:** SBCSELPA Federal Mental Health dollars will fund \$115,208 for this employee's salary, benefits, and mileage stipend.

RA:lm



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: September 2022 Professional Development Calendar

**BACKGROUND:**

- September 2022 Professional Development Offerings to Santa Barbara County.
- To Register for events, go to <https://sbcselpa.k12oms.org>

September				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
September 1, 2022 2:00-3:00 Virtual	SIRAS for Beginners	Jennifer Connolly	Virtual Audience: All Staff	Free
September 6, 2022 1:00-3:00 Virtual	SIRAS Updates with Michael Brown	Michael Brown, SIRAS Systems	Virtual Audience: All Staff	Free
September 8, 2022 8:30-3:30 SMB Souza Center	NCPI- Refresher	Billy Headrick David Ibsen	SMB Souza Center/ In Person  Audience: All Staff	\$21.49
September 8, 2022 3:00-4:00 Virtual	Building Systems that Support Struggling Readers and Students with Dyslexia	Sharon Vaughn, Ph.D- offered by Sacramento COE, project lead for CA Dyslexia Initiative	Virtual- registration through SCOPE <a href="https://scoe.gosignmeup.com/public/Course/browse?courseid=12236">https://scoe.gosignmeup.com/ public/Course/ browse?courseid=12236</a>  *Participant may need to create a free account with SCOPE.	Free
September 8, 2022 5:30-7:30 Virtual	Early Start to Preschool Summit with Alpha Resource FRC and Community Partners	Part C to B Committee	Virtual  Audience: Educators, Leadership, Agency Partners	Free
September 13, 2022 2:30-3:30 Virtual	AT Orientation to the Open Access Flip Kit	Lisa Foote	Virtual  Audience: All Staff, Gen Ed.	Free

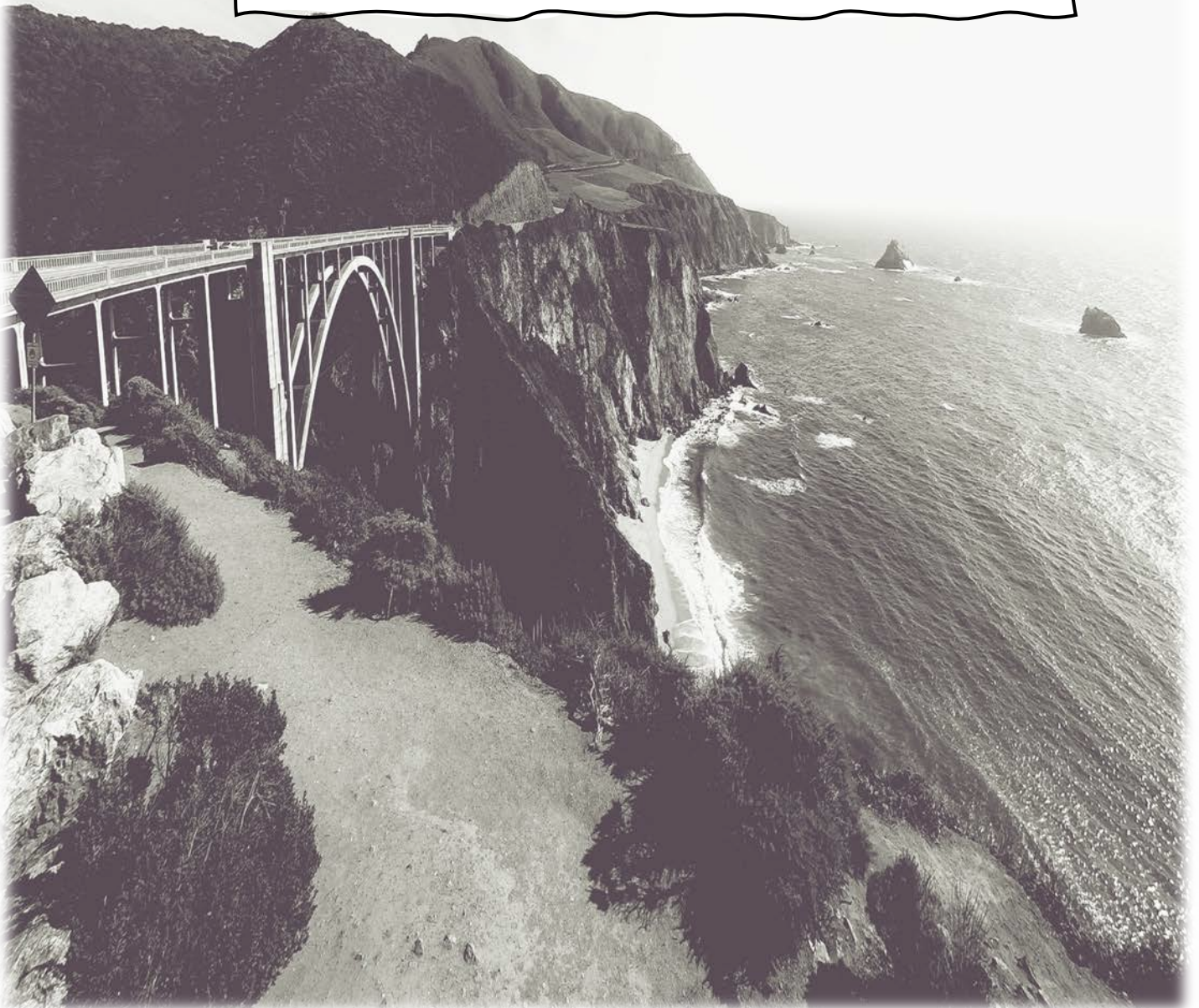
September 14, 2022 9:00-10:30 Virtual	Proactive Behavior Strategies	Phil Pandac	Virtual/for all staff and NPA/S Cert.	Free
September 15, 2022 8:30-3:30 SBCSELPA	NCPI- Initial	Joe Isaacson Jermaine Powell	SBCSELPA/In Person  Audience: All Staff	\$21.49
September 15, 2022 9:00-10:30 SBCEO North	SBCEO Writing a BIP	Phil Pandac	SBCEO North/ In Person	Free
September 15, 2022 2:00-3:00 Virtual	Speech and Language Network Meeting	Jennifer Connolly	Virtual/ SLPs	Free
September 16, 2022 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual  Audience: Forms Committee	Free
September 19, 2022 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual Same link for all meetings Audience: All Staff	Free
September 20, 2022 8:30-9:00 Virtual	School Psychologist Network Meeting	Jennifer Connolly	Virtual Audience: CCASP, Leadership, School Psychologists	Free
September 20, 2022 9:00-12:00 SBCSELPA	Transition to Adulthood Day 1 of Series	Jeannine Forslund Kristy Van Horn Jennifer Connolly	In Person/SBCSELPA  Audience: All Staff of Junior HS and HS.	Free
September 20, 2022 9:00-10:30 Virtual	Supporting Students with Behavioral Needs	Rosy Bucio	Virtual for all staff and NPA/S Cert.	Free
September 21, 2022 2:00-4:00 San Marcos High School Santa Barbara	South County Transition Fair	South County Agencies and Vendors	In Person/ San Marcos High School Audience: Staff and Parents of Transition Age Youth	Free
September 22, 2022 8:30-3:30 SBCSELPA	Assistive Technology Day 1 of Series	SBCSELPA AT Team with support of Placer County SELPA	In Person/SBCSELPA Audience: Leadership teams, School Psychologists, Education Specialists	Free
September 22, 2022 6:00-8:00 Virtual	Early Start to Preschool Summit with Alpha Resource FRC and Community Partners	Part C to B Team	Virtual  Audience: Educators, Leadership, Agency Partners	Free
September 26, 2022 8:30-3:30 virtual SLO SELPA and SBCSELPA	Emotional Disturbance/OHI/ Mental Health Assessment	Dr. Stephen Brock	Virtual, registration through SLO SELPA  Audience: School Psychologists, Leadership, Educators	Free

September 27, 2022 8:30-3:00 SBCSELPA	Diagnostic Center of Southern California  Inclusive Education for Students with Mild-Moderate Disabilities	Nicole Ward	In Person/ SBCSELPA  Audience: All Educators and Leadership	Free
September 27, 2022 3:00-4:00 Virtual	OT Network	Jennifer Connolly Lisa Foote	Virtual  Audience: Countywide OTs	Free
September 28, 2022 8:30-3:00 SBCSELPA	Diagnostic Center of Southern California  Inclusive Education for Students with Moderate-Severe Disabilities	Nicole Ward	In Person/ SBCSELPA  Audience: All Educators and Leadership	Free
September 28, 2022 1:30-3:00 Guadalupe	Staff and Student Well-Being: The Impacts of COVID and where to go from here	Alison Lindsey	In Person/ Guadalupe USD	Free
September 28, 2022 3:15-4:45 Virtual	Supporting Medically Fragile Students Network	SLO SELPA and SBCSELPA	Virtual	Free
September 29, 2022 9:00-12:00 In Person SMJUHS	Transition to Adulthood Day 1 of Series	Jeannine Forslund Kristy Van Horn Jennifer Connolly	In Person/SMJUHS Board Room  Audience: All Staff of Junior HS and HS, Leadership	Free
September 29, 2022 1:30-3:00 Virtual	Behavior: Essential 10, Day 1: Challenging Behavior and Frequency, Intensity, Duration	Cody Jacobs, PENT Team	Virtual  Audience: All staff	Free

Santa Barbara County SELPA  
Professional Development Offerings

2022-2023

July 2022





## 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.sbcselpa.org](http://www.sbcselpa.org) for Santa Barbara County SELPA.

### The Law

The Individuals with Disabilities Education Act (IDEA) and California special education laws guarantee all students with disabilities a Free, Appropriate Public Education (FAPE) in the least restrictive environment. The SBCSELPA and its member districts do not discriminate based on 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@sbcsepa.org](mailto:jconnolly@sbcsepa.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.
6. For Nonviolent Crisis Prevention Intervention (NCPI) contact Alison [alindsey@sbcsepa.org](mailto:alindsey@sbcsepa.org)

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://sbcsepa.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.

2022-2023 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

August

<b>August</b>				
<b>Date/ Time/Location</b>	<b>Name of Event</b>	<b>Presenter</b>	<b>Virtual/ In person / Audience</b>	<b>Free/ Cost</b>
August 3, 2022 8:30-3:00 SMJUUSD	GROW	Alison Lindsey Rosy Bucio	SMJUUSD/In person	Free
August 5, 2022 8:30-3:00 Lompoc USD	GROW	Alison Lindsey Rosy Bucio	Lompoc/In Person	Free
August 10, 2022 10:00-3:30 SYVSEC	GROW	Alison Lindsey Rosy Bucio	Santa Ynez Valley Consortium/In Person	Free
August 15, 2022 8:30-3:00 SBUSD	GROW	Alison Lindsey Rosy Bucio	SBUSD/In person	Free
August 15, 2022 1:00-3:00 Virtual	SIRAS Beginners Training with Michael Brown	Michael Brown, Siras Systems	Virtual  Audience: All Staff	Free
August 16, 2022 9:00-10:30 Virtual	A New Lens on Behavior	Rosy Bucio	Virtual  Audience: All staff and NPA/S Certification	Free
August 16, 2022 1:30-3:00 Virtual	Diagnostic Center of Southern California  Dynamic Duo! Terrific Trio! Effectively Teaming with Paraeducators	Margot Johnson	Virtual/Recorded  Audience: General Education and Special Education teachers, Paraeducators, Behavior Specialists, SLPS, Service Providers, Administrators  1.5 hours Watch with your teams	Free

	to Support Students			
<b>August</b>				
August 18, 2022 8:00-4:00 Goleta USD	GROW	Alison Lindsey Rosy Bucio	Goleta USD/In Person	Free
August 18, 2022 8:30-3:30 SMB Souza Center	NCPI- Initial	Bethany Schacherer Jennifer Connolly	SMB Souza Center/ In person  Audience: All Staff	\$21.49
August 23, 2022 8:30-11:30 Virtual	SIRAS Fall 1 for CALPADS/ MIS Clerks	Brian Marcontell, SIRAS Systems	Virtual  Audience: CALPADS and MIS Clerks, Leadership	Free
August 24, 2022 8:30-3:30 Hope SD	NCPI- Refresher	Rosy Bucio Alison Lindsey	Hope/In Person	\$21.49
August 24, 2022 9:00-10:30 Virtual	Behavior Data Collection	Phil Pandac	Virtual  Audience: All staff and NPA/S Certification	Free
August 25, 2022 8:30-3:30 SBCSELPA	NCPI- Refresher	Alison Lindsey Natalie Facio-Leon	SBCSELPA/In Person  Audience: All Staff	\$21.49
August 26, 2022 9:00-10:30 SBCEO North	Managing Classroom Behavior	Phil Pandac	SBCEO North/In Person	Free
August 29, 2022 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual: Same link monthly  Audience: All staff	Free
August 30, 2022 8:30-3:30 Virtual	MIGDAS-2: Autism Evaluations to Process Individualized School-Based Assessment Across Age	Marilyn Monteiro, PhD.	Registration: <a href="https://pages.wpspublish.com/live-training-august">https://pages.wpspublish.com/live-training-august</a>  Audience: School Psychologists, Education Specialists, Leadership	Free

	and Ability Levels			
August 30, 2022 2:00-3:00 Virtual	Transition Network Team (TNT) meeting	Jennifer Connolly	Virtual  Audience: TNT Network	Free



Ballard School House

BACK 2 SCHOOL!!!

This Professional Development Offerings Booklet is updated monthly

## 2022-2023 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

### September

#### National Guide Dog Month

International Day of Sign Language, September 23

International Week of the Deaf, September 20-27

September				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
September 1, 2022 2:00-3:00 Virtual	SIRAS for Beginners	Jennifer Connolly	Virtual  Audience: All Staff	Free
September 6, 2022 1:00-3:00 Virtual	SIRAS Updates with Michael Brown	Michael Brown, SIRAS Systems	Virtual  Audience: All Staff	Free
September 8, 2022 8:30-3:30 SMB Souza Center	NCPI- Refresher	Billy Headrick David Ibsen	SMB Souza Center/ In Person  Audience: All Staff	\$21.49
September 8, 2022 3:00-4:00 Virtual	Building Systems that Support Struggling Readers and Students with Dyslexia	Sharon Vaughn, Ph.D- offered by Sacramento COE, project lead for CA Dyslexia Initiative	Virtual- registration through SCOE <a href="https://scoe.gosignmeup.com/public/Course/browse?courseid=12236">https://scoe.gosignmeup.com/ public/Course/ browse?courseid=12236</a>  *Participant may need to create a free account with SCOE.	Free
September 8, 2022 5:30-7:30 Virtual	Early Start to Preschool Summit with Alpha Resource FRC and Community Partners	Part C to B Committee	Virtual  Audience: Educators, Leadership, Agency Partners	Free



September				
September 13, 2022 2:30-3:30 Virtual	AT Orientation to the Open Access Flip Kit	Lisa Foote	Virtual  Audience: All Staff, Gen Ed.	Free
September 14, 2022 9:00-10:30 Virtual	Proactive Behavior Strategies	Phil Pandac	Virtual/for all staff and NPA/S Cert.	Free
September 15, 2022 8:30-3:30 SBCSELPA	NCPI- Initial	Joe Isaacson Jermaine Powell	SBCSELPA/In Person  Audience: All Staff	\$21.49
September 15, 2022 9:00-10:30 SBCEO North	SBCEO Writing a BIP	Phil Pandac	SBCEO North/ In Person	Free
September 15, 2022 2:00-3:00 Virtual	Speech and Language Network Meeting	Jennifer Connolly	Virtual/ SLPs	Free
September 16, 2022 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual  Audience: Forms Committee	Free
September 19, 2022 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual Same link for all meetings  Audience: All Staff	Free
September 20, 2022 8:30-9:00 Virtual	School Psychologist Network Meeting	Jennifer Connolly	Virtual  Audience: CCASP, Leadership, School Psychologists	Free
September 20, 2022 9:00-12:00 SBCSELPA	Transition to Adulthood Day 1 of Series	Jeannine Forslund Kristy Van Horn Jennifer Connolly	In Person/SBCSELPA  Audience: All Staff of Junior HS and HS.	Free

September 20, 2022 9:00-10:30 Virtual	Supporting Students with Behavioral Needs	Rosy Bucio	Virtual for all staff and NPA/S Cert.	Free
<b>September</b>				
September 21, 2022 2:00-4:00 San Marcos High School Santa Barbara	South County Transition Fair	South County Agencies and Vendors	In Person/ San Marcos High School  Audience: Staff and Parents of Transition Age Youth	Free
September 22, 2022 8:30-3:30 SBCSELPA	Assistive Technology Day 1 of Series	SBCSELPA AT Team with support of Placer County SELPA	In Person/SBCSELPA  Audience: Leadership teams, School Psychologists, Education Specialists	Free
September 22, 2022 6:00-8:00 Virtual	Early Start to Preschool Summit with Alpha Resource FRC and Community Partners	Part C to B Team	Virtual  Audience: Educators, Leadership, Agency Partners	Free
September 26, 2022 8:30-3:30 virtual SLO SELPA and SBCSELPA	Emotional Disturbance/OHI/ Mental Health Assessment	Dr. Stephen Brock	Virtual, registration through SLO SELPA  Audience: School Psychologists, Leadership, Educators	Free
September 27, 2022 8:30-3:00 SBCSELPA	Diagnostic Center of Southern California  Inclusive Education for Students with Mild-Moderate Disabilities	Nicole Ward	In Person/ SBCSELPA  Audience: All Educators and Leadership	Free

September				
September 27, 2022 3:00-4:00 Virtual	OT Network	Jennifer Connolly Lisa Foote	Virtual  Audience: Countywide OTs	Free
September 28, 2022 8:30-3:00 SBCSELPA	Diagnostic Center of Southern California  Inclusive Education for Students with Moderate-Severe Disabilities	Nicole Ward	In Person/ SBCSELPA  Audience: All Educators and Leadership	Free
September 28, 2022 1:30-3:00 Guadalupe	Staff and Student Well-Being: The Impacts of COVID and where to go from here	Alison Lindsey	In Person/ Guadalupe USD	Free
September 28, 2022 3:15-4:45 Virtual	Supporting Medically Fragile Students Network	SLO SELPA and SBCSELPA	Virtual	Free
September 29, 2022 9:00-12:00 In Person SMJUHS	Transition to Adulthood Day 1 of Series	Jeannine Forslund Kristy Van Horn Jennifer Connolly	In Person/SMJUHS Board Room  Audience: All Staff of Junior HS and HS, Leadership	Free
September 29, 2022 1:30-3:00 Virtual	Behavior: Essential 10, Day 1: Challenging Behavior and Frequency, Intensity, Duration	Cody Jacobs, PENT Team	Virtual  Audience: All staff	Free

## 2022-2023 Professional Development

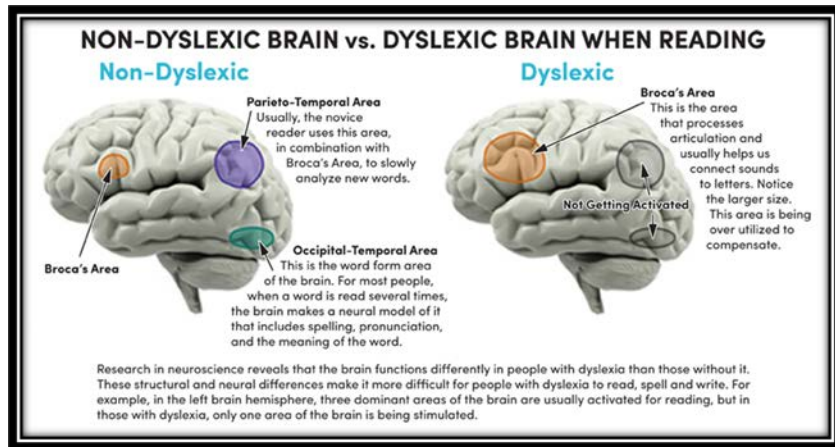
## Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>OctoberDyslexia Awareness Month, Learning Disability Awareness MonthADHD Awareness MonthNational Physical Therapy MonthAT/AAC Month

October				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
October 5, 2022 4:00-6:00 Santa Maria TCRC	North County Transition Fair	North County Agencies and Vendors	In Person/ Santa Maria Tri- County Regional Center  Audience: Staff and Parents of Transition Age Youth	Free
October 6, 2022, 8:30-3:30 SMB Souza Center	NCPI- Initial	Natalie Facio-Leon Phil Pandac	In Person/ SMB Souza Center  Audience: All Staff	Free
October 6, 2022 8:30-3:30 In Person Lompoc USD	Assistive Technology Day 2 of Series	SBCSELPA AT Team with support of Placer County SELPA	In Person/Lompoc USD  Audience: Leadership teams, School Psychologists, Education Specialists	Free

October				
October 11, 2022 8:30-3:00 SMB Souza Center	Diagnostic Center of Southern California  I Don't Have Time! How to Make School- Based Interventions Work in the Elementary School	Scott Gutentag	In Person/ SMB Souza Center  Audience: All Staff	Free
October 12, 2022 8:30-12:30	ADR with Abell and Rossi	Greg Abell and Carlo Rossi	Virtual Live South County SBCSELPA North County Zoom	Free
October 12, 2022 2:30-3:30 Virtual	Setting up an AAC Friendly Classroom	Lisa Foote	Virtual  Audience: All Staff	Free
October 18, 2022 8:30-9:00 Virtual	School Psychologist Network Meeting	Jennifer Connolly	Virtual  Audience: CCASP, Leadership, School Psychologists	Free
October 18, 2022 3:00-4:00 Virtual	Transition Network Team (TNT) Meeting	Jennifer Connolly	Virtual  Audience: TNT	Free
October 19, 2022 1:30-3:00 Guadalupe	Trauma and the Brain/Body Connection Part 1	Rosy Bucio	In Person	Free
October 20, 2022 8:30-3:30 SBCSELPA	NCPI- Refresher	Louisa Wood Rosy Bucio	In Person/ SBCSELPA  Audience: All Staff	\$21.49

October 20, 2022 2:00-3:00 Virtual	Speech and Language Network	Jennifer Connolly	Virtual  Audience: SLPs, Leadership	Free
<b>October</b>				
October 27, 2022 Virtual	Behavior: Essential 10, Day 2: Antecedent Information, Environmental Factors	Phil Pandac, PENT Team	Virtual  Audience: All Staff	Free
October 27, 2022 9:00-10:00 SBCEO North	FBA/BIP Day 1	Phil Pandac Rosy Bucio	In Person/ SBCEO	Free
October 31, 2022 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual Same link for all meetings  Audience: All Staff	Free
TBD	Reading Trainings			
	Dyslexia Events			



## 2022-2023 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

### November

#### Epilepsy Awareness Month

#### National School Psychology, November 14-18

November				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
November 1, 2022 8:30-10:30 Virtual	Hot Topics in Special Education with Jan Tomsy	Jan Tomsy, Fagen, Friedman, and Fulfrost	Virtual  Audience: All Staff	Free
November 1, 2022 2:00-3:00 Virtual	Transition Network Team (TNT) Meeting	Jennifer Connolly	Virtual  Audience: TNT	Free
November 3, 2022 8:30-3:30 In Person/ SMB Souza Center	NCPI Refresher	Chyelin Andreadakis Jennifer Connolly	In Person/ SMB Souza Center  Audience: All Staff	\$21.49
November 9, 2022 3:00-4:00 Virtual	Dyslexia, Structured Literacy and Equity	Kareem Weaver-offered by Sacramento COE, project lead for CA Dyslexia Initiative	Virtual- registration through SCOE  <a href="https://scoe.gosignmeup.com/public/Course/browse?courseid=12238">https://scoe.gosignmeup.com/public/Course/browse?courseid=12238</a>  *Participant may need to create a free account with SCOE.	Free
November 10, 2022 8:30-3:30 SMB Souza Center	Assistive Technology Day 3 of Series	SBCSELPA AT Team with support of Placer County SELPA	In Person/Lompoc USD  Audience: Leadership teams, School Psychologists, Education Specialists	Free

November 14, 2022 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual Same link for all meetings  Audience: All Staff	Free
<b>November</b>				
November 15, 2022 8:30-9:00 Virtual	School Psychologist Network	Jennifer Connolly	Virtual  Audience: CCASP, Leadership, School Psychologists	Free
November 16, 2022 2:30-4:00 Virtual	Transition Series Day 2: Agency Presentations	Transition Network Team and Agencies	Virtual  Audience: All Staff of Junior HS and HS, Leadership	Free
November 17, 2022 8:30-3:30 In Person/ SBCSELPA	NCPI- Initial	Ben Ingalls Chris Osborne	In Person/ SBCSELPA  Audience: All Staff	\$21.49
November 17, 2022 1:30-2:30 Virtual	Behavior: Essential 10, Day 3: Function and Replacement Behaviors	Carrie Hicinbothom Yolanda Horton, PENT Team	Virtual  Audience: All Staff	Free
November 28, 2022 12:30-3:30 Virtual	The Neuropsychology of Reading Disorders: An Introduction to the FAR	Dr. Feifer	Virtual: Hosted by SLO and Santa Barbara SELPA  Audience: School Psychologists, SLPS, Leadership	Free
November 29, 2022 3:00-4:00	OT Network	Jennifer Connolly Lisa Foote	Virtual  Audience: Countywide OTs	Free
November 30, 2022 8:30-12:30 Virtual/ In person	ADR Abell and Rossi	Greg Abell and Carlo Rossi	Virtual Live, North County In person SMB Souza Center South County Zoom  Audience: All staff, Parents	Free



TBD	DHH Training			
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## 2022-2023 Professional Development Calendar of Events by the Month

To Register go to <https://sbcsepa.k12oms.org/>

### December

#### International Day of Persons with Disabilities

December				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
December 1, 2022 Virtual 1.25 Hours	Diagnostic Center of Southern California  Multisensory Math! What is it and Why is it Important?	Heather Barakat	Virtual  Audience: General Education and Special Education teachers, Administrators, Paraeducators  Watch with your teams	Free
December 5, 2022 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual Same link for all meetings  Audience: All Staff	Free
December 8, 2022 8:30-3:30 SMB Souza Center	Assistive Technology Day 4 of Series	SBCSELPA AT Team with support of Placer County SELPA	In Person/ SMB Souza Center  Audience: Leadership teams, School Psychologists, Education Specialists	Free

December 9, 2022 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual Audience: Forms Committee	Free
<b>December</b>				
December 13, 2022 8:30-9:00 Virtual	School Psychologist Network	Jennifer Connolly	Virtual  Audience: CCASP, School Psychologists, Leadership	Free
December 15, 2022 2:00-3:00 Virtual	Speech and Language Network	Jennifer Connolly	Virtual  Audience: Speech and Language, Leadership	Free
TBD	Adapted P.E. Training			



Santa Barbara County  
Special Education Local Plan Area

## 2022-2023 Professional Development Calendar of Events by the Month

To Register go to <https://sbcsepa.k12oms.org/>

### January

#### Chronic Traumatic Encephalopathy (CTE) Awareness

January				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
January 10, 2023 1:30-3:30 Guadalupe	Trauma and the Brain/Body Connection, Part 2	Alison Lindsey	In person Guadalupe	Free
January 11, 2023 1:00-3:00 Virtual	SIRAS Updates with Michael Brown  Updates, State Testing Accommodations, Transition	Michael Brown	Virtual  Audience: All Staff, Junior High, and High School for Transition topic.	Free
January 18, 2023 8:30-12:30 Virtual Live	ADR Abell and Rossi	Greg Abell and Carlo Rossi	Virtual In Person South County SBCSELPA North County Zoom	Free
January 18, 2023 3:15-4:45 Virtual SLO SELPA and SBCSELPA	Supporting Medically Fragile Students Network	SLO SELPA and SBCSELPA	Virtual  Audience: Teachers and Related Services of Medically Fragile Students	Free
January 24, 2023 2:00-3:00 Virtual	Transition Network Team (TNT) Meeting	Jennifer Connolly	Virtual  Audience: TNT	Free
January 26, 2023 8:30-3:30 SMB Souza Center	NCPI-Initial	David Ibsen Phil Pandac	In Person/ SMB Souza Center  Audience: All Staff	\$21.49
January 26, 2023 1:30-3:00 Virtual	Behavior: Essential 10, Day 4:	TBD, PENT Team	Virtual  Audience: All Staff	Free

	Teaching Strategies and Materials and Reinforcement			
<b>January</b>				
January 30, 2023 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual Same link for all meeting  Audience: All Staff	Free
January 31, 2023 3:00-4:00 Virtual	OT Network	Jennifer Connolly Lisa Foote	Virtual  Audience: Countywide OTs	Free
TBD	Parent Event			

## 2022-2023 Professional Development Calendar of Events by the Month

To Register go to <https://sbcselpa.k12oms.org/>

### February

#### Vision Awareness Month

#### Heart Awareness Month

<b>February</b>				
<b>Date/ Time/Location</b>	<b>Name of Event</b>	<b>Presenter</b>	<b>Virtual/ In person/ Audience</b>	<b>Free/ Cost</b>
February 1, 2023 8:30-12:30 Virtual Live	ADR Abell and Rossi	Greg Abell and Carlos Rossi	Virtual Live In Person North County SMB Souza Center South County Zoom	Free
February 7, 2023 2:00-3:00 Virtual	Transition Network Team (TNT) Meeting	Jennifer Connolly	Virtual  Audience: TNT	Free
February 8, 2023 4:00-5:00 Virtual	Local Colleges Presentations	SBCSELPA and TNT	Virtual	Free

			Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	
February				
February 9, 2023 8:30-3:30 SBCSELPA	NCPI- Refresher	Jermaine Powell Chris Osborne	In Person/ SBCSELPA  Audience: All Staff	\$21.49
February 9, 2023 3:00-4:00 Virtual	Teaching Language Comprehension in a Structured Literacy Approach	Lillian Duran, Ph.D.- offered by Sacramento COE, project lead for CA Dyslexia Initiative	Virtual- registration through SCOE  <a href="https://scoe.gosignmeup.com/public/Course/browse?courseid=12240">https://scoe.gosignmeup.com/public/Course/browse?courseid=12240</a>  *Participant may need to create a free account with SCOE.	Free
February 13, 2023 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual  Audience: All staff	Free
February 15, 2023 4:00-5:00 Virtual	Local Colleges Presentations	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free
February 16, 2023 8:30-3:30 In person Buellton tbd	Assistive Technology Day 5 of Series	SBCSELPA AT Team with support of Placer County SELPA	In Person/ Buellton  Audience: Leadership teams, School Psychologist, Education Specialists	Free
February 28, 2023 8:30-9:00 Virtual	School Psychologist Network	Jennifer Connolly and CCASP	Virtual  Audience: Leadership, School Psychologists	Free
February				

February 28, 2023 4:00-5:00 Virtual	Residential Colleges	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free
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### Heart Awareness Month



To Register go to <https://sbcselpa.k12oms.org/>

## March

### Developmental Disabilities Month

### Brain Injury Awareness Month

March				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
March 1, 2023 1:30-3:30 Virtual- Watch Party	Diagnostic Center of Southern California  Difference vs. Disorder: Demystifying the Assessment of English Language Learners	Melissa Zavala Arauz	Virtual  Audience: Speech and Language Pathologists  ASHA Verification for participants	Free
March 2, 2023 8:30-3:30 In Person SMB Souza Center	NCPI- Refresher	Alison Lindsey Phil Pandac	In person SMB Souza Center  Audience: All Staff	\$21.49
March 3, 2023 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual  Audience: Forms Committee	Free
March 7, 2023 4:00-5:00 Virtual	Residential Colleges	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free
March 9, 2023 3:00-4:00 Virtual	Teaching Word Recognition in a Structured Literacy Approach	Dr. Carol Tolman, Ph.D.- offered by Sacramento COE, project lead for CA	Virtual- registration through SCOE  <a href="https://scoe.gosignmeup.com/public/Course/browse?courseid=12241">https://scoe.gosignmeup.com/public/ Course/ browse?courseid=12241</a> *Participant may need to create a free account with SCOE.	Free

		Dyslexia Initiative		
<b>March</b>				
March 9, 2023 8:30-3:00 In Person SBCSELPA	AT Series Final Day	SBCSELPA AT Team with support of Placer County SELPA	In Person/ SBCSELPA  Audience: Leadership teams, School Psychologist, Education Specialists	Free
March 14, 2023 4:00-5:00 Virtual	Residential Colleges	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free
March 16, 2023 8:30-3:30 In Person SBCSELPA	NCPI- Initial	Alison Lindsey Rosy Bucio	In Person/ SBCSELPA  Audience: All Staff	\$21.49
March 20, 2023 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual  Audience: All Staff	Free
March 21, 2023 8:30-9:00 Virtual	School Psychologist Network	Jennifer Connolly	Virtual  Audience: CCASP, School Psychologists, Leadership	
March 21, 2023 4:00-5:00 Virtual	Residential Colleges	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free



March				
March 23, 2023 1:30-3:00 Virtual	Behavior: Essential 10, Day 5: Response to Challenging Behaviors, Measurement and Monitoring	Billy Headrick, PENT Team	Virtual  Audience: All Staff	Free
March 29, 2023 1:30-3:30 Guadalupe	Trauma Responsive Practices/ Instruction	Rosy Bucio	In Person Guadalupe	Free
TBD	Parent Events			

To  
go to



Register

<https://sbcselpa.k12oms.org/>

April

Autism Awareness Month

Administrative Professionals Day, April 27

Administrative Assistants Day, April 27

April				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
April 6, 2023 8:30-3:30 In Person SMB Souza Center	NCPI- Initial	Chyelin Andreadakis Billy Headrick	In Person/ SMB Souza Center  Audience: All Staff	\$21.49
April 14, 2023 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual  Audience: Forms Committee	Free
April 17, 2023 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual  Audience: All Staff	Free
April 18, 2023 1:30-3:30 Virtual	Hot Topics in Special Education with Jan Tomsy	Jan Tomsy, Fagen, Friedman, and Fulfroost	Virtual  Audience: All Staff	Free
April 25, 2023 8:30-9:00 Virtual	School Psychologist Network	Jennifer Connolly	Virtual  Audience: CCASP, School Psychologists, Leadership	Free
April 25, 2023 3:00-4:00 Virtual	OT Network	Jennifer Connolly Lisa Foote	Virtual  Audience: Countywide OTs	Free
April 27, 2023 8:30-3:30 In Person SBCSELPA	NCPI- Refresher	Joe Isaacson Ben Ingalls	In Person/ SBCSELPA  Audience: All Staff	\$21.49
April				

April 27, 2023 2:00-3:00 Virtual	Speech and Language Network	Jennifer Connolly	Virtual  Audience: Speech and Language, Leadership	Free
TBD	Autism Events			



This Professional Development Offerings Booklet is updated monthly.

To Register go to <https://sbcsepa.k12oms.org/>

May

Mental Health Awareness, May 10-16

Teacher Appreciation, May 9

Nurses, May 6

May				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
May 1, 2023 2:00-3:00 Virtual	Transition Network Team (TNT)	Jennifer Connolly	Virtual  Audience: TNT	Free
May 2, 2023 8:30-11:30 Virtual	SIRAS Updates and End of Year Reminders with Brian Marcontell	Brian Marcontell, SIRAS Systems	Virtual/ Recorded  Audience: CALPADS/ MIS Clerks, Leadership	Free
May 3, 2023 Time TBD In Person Location TBD	Nurses Symposium	SBCSELPA	In Person  Audience: All SB County Nurses, Leadership	Free
May 4, 2023 8:30-3:30 In Person SBCSELPA	NCPI- Initial	Louisa Wood Jennifer Connolly	In Person/ SBCSELPA  Audience: All Staff	\$21.49
May 11, 2023 8:30-3:30 In Person SMB Souza Center	NCPI- Refresher	Alison Lindsey Bethany Schacherer	In Person/ SMB Souza Center  Audience: All Staff	\$21.49
May 11, 2023 3:00-4:00 Virtual	Teaching Writing in a Structured Literacy Approach	Joan Sedita, offered by Sacramento COE, project lead for CA Dyslexia Initiative	Virtual- registration through SCOE  <a href="https://scoe.gosignmeup.com/public/Course/browse?courseid=12242">https://scoe.gosignmeup.com/ public/Course/browse? courseid=12242</a>  *Participant may need to create a free account with SCOE.	Free
May				

May 11, 2023 5:00-8:00 In Person Glen Annie Golf Course	SELPA- Bration	SBCSELPA	In Person  Audience: Invitation only	TBD
May 15, 2023 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual  Audience: All Staff	Free
May 17, 2023 3:15-4:45 Virtual SLO and SBCSELPA	Supporting Medically Fragile Students Network	SLO and SBCSELPA	Virtual  Audience: Teachers and Related Services of Medically Fragile Students	Free



Professional Development Event Descriptions by Topic



Adapted P.E. - TBD

### 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.

### 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.

### Assessment

#### MIGDAS: Autism Evaluations: Using MIGDAS-2 Process to Individualize the School-Based Assessment Across Age and Ability Levels

This workshop teaches school psychologists how to use descriptive language and a visual framework to support culturally sensitive autism evaluations in the school setting. Instructional methods used by the presenter include lecture, guided video samples of diagnostic student interviews across age and ability levels, small group discussion and application of key concepts, large group discussion, and question and answer opportunities.

Participants will receive a comprehensive course manual in pdf form with original material to support their autism evaluation and report writing process.

Session Learner Objectives:

- Apply the MIGDAS-2 system and protocols to engage children and adolescents in interactive, culturally sensitive clinical interviews that highlight areas of strengths and differences using a multidisciplinary school evaluation team
- Identify essential tools to conduct a sensory-based diagnostic interview with individuals whose communication skills range from verbally fluent to functionally nonverbal using the MIGDAS-2 system and protocols
- Utilize the MIGDAS-2 system to organize diagnostic observations and describe students in positive and descriptive terms
- Integrate the use of the MIGDAS-2 process using at least two additional measures, such as autism-specific behavior rating scales
- Gain confidence in making differential diagnoses and recognizing co-occurring conditions in recommending special education eligibility categories
- Learn to develop individualized Brain Style Profiles across age and ability levels
- Prepare to discuss the autism spectrum diagnosis with parents and teachers using a visual framework and positive language
- Apply the strength-based descriptive language in writing narrative summary reports
- Link the diagnosis to individualized school-based goals and supports

### ED/OHI/Mental Health Assessment

In partnership with San Luis Obispo SELPA and Santa Barbara SELPA Dr. Stephan Brock, PhD., NCSP, LEP, brings to participants a look at best practices in assessment for Emotional Disturbance, Other Health Impairment, and Mental Health.

Audience: Leadership, School Psychologists, Special Education staff.

### Assistive Technology/ AAC

#### Setting up an AAC Friendly Classroom:

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.

### Orientation to Placer County SELPA Open Access AT Flip Kit

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

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) provides 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

## B

### Behavior

#### 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.

Essential 10: Essential Components of Behavior Intervention Plans presented by SBCSELPA PENT Team

SBCSELPA Positive Environments Network of Trainers (PENT) team provides five days of training in the essential ten components of Behavior Intervention Plans.

The Essential Ten Components include the following:

1. Evaluate the challenging behavior that is impeding learning.
2. Evaluate the frequency, intensity, and duration of the behavior, collecting baseline data.
3. Evaluate the antecedent information- what events lead to the challenging behavior.
4. Evaluate the environmental factors considering structure and supports needed to reduce the challenging behavior.
5. Evaluate the function of the behavior looking into why the behavior occurs.
6. Exploring replacement behaviors or what the team believes the student should do instead of the challenging behavior.
7. Teaching strategies and materials to support the replacement behaviors.
8. Reinforcement procedures for establishing and maintaining the replacement behaviors.
9. Response to challenging behavior explores how adults will support the challenging behavior.
10. Measurement and monitoring of student progress and effectiveness of the Behavior Intervention Plan.

### 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.



## 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://sbcselpa.k12oms.org> .

## 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.

### Inclusive Education for Students with Moderate-Severe Disabilities

Focus on best practices for educating students with Moderate to Severe Disabilities in inclusive settings. Topics discussed will focus on 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 program models, gaining buy-in from key staff, understanding learner profiles, effective planning and collaboration, designing modifications based on individual needs while assessing the standards, and effective use of staff and peers.

Outcomes: Participants will:

- Increase awareness of the various working models for implementing inclusive education and understand how to effectively plan for inclusion.
- Learn how to identify and then reduce or remove barriers that may hinder learning.
- Understand how to use research-based practices to support positive outcomes for students and staff

Audience: Multidisciplinary teams working with students with moderate-severe disabilities in inclusive settings. District Administrators, Special Education Teachers, General Education Teachers, School Psychologists, Speech and Language Pathologists, Occupational Therapists, and Paraeducators.

### How to Make School-Based Interventions Work in the Elementary School

Focus on preschool and elementary students. This training will address those things that get in the way of implementing school-based interventions and more importantly approaches that enhance the actual implementation of interventions with the resulting outcome being student progress. Simple ways to help students follow desired rules and skills will be discussed. The overall focus of this training is the process of 1. building relationships to begin the implementation process, 2. ways to implement supports and strategies in natural settings, 3. implementation and effective outcome process may require non-traditional and out-of-the-box thinking.

Outcomes: Participants will:

1. Become familiar with typical intervention implementation approaches that do not work and why.
2. Learn strategies to build relationships necessary for successful implementation.
3. Develop simple approaches to implementing interventions.
4. Learn some of the keys to making interventions work once they have been implemented.

Audience: Elementary School personnel involved in the process of implementing and helping to implement school-based interventions. The training does not include examples

of middle school and high school students, although the concepts presented can be applied to those levels. Site administrators, Intervention Specialists, all staff invited to attend.

### Dynamic Duo! Terrific Trio! Effectively Teaming with Paraeducators to Support Students

A 90-minute webinar designed for teachers and paraeducators to complete together, allowing the team to discuss and explore their individual roles, develop clear understanding of responsibilities, and begin to develop frameworks for effective teacher/paraeducator/ student relationships. Participants will be encouraged to actively complete activities throughout the webinar; additionally, handouts and resources will be provided to further support educator development.

Outcomes: Participants will:

1. Identify and describe key concepts related to supporting students with special education services (e.g., IEPs, goals, confidentiality, etc.)
2. Identify the key roles and responsibilities for teachers and paraeducators in supporting students.
3. Describe important components for effective teaming (e.g., time management, communication, team meetings, feedback, etc.)
4. Utilize resources provided to support further learning.

### Multisensory Math

Supports the learning of Piaget’s developmental stages regarding mathematics and the importance of a multisensory approach. Participants will learn the components of multisensory instruction and how to apply them to basic math instruction (i.e., whole numbers, addition, subtraction, multiplication, division, and basic word problems). Participants will walk away with knowledge on who will benefit from multisensory instruction and step-by-step instructions on how to implement multisensory instruction when teaching mathematics.

Outcomes: Participants will:

- Become familiar with Piaget Stages of Development and how the stages support math development.
- Review multisensory instruction and how it supports students.
- Learn how to use multisensory math instruction to build students understanding of basic math facts.

Audience: General Education teachers, Special Education Teachers, Administrators, and Paraeducators



## Difference vs. Disorder: Demystifying the Assessment of English Language Learners

Non-biased assessment of English Language Learners (ELLs) has long been viewed as a complex process that is often outside of the comfort zone of monolingual SLPs- and with good reason. ELLs are a heterogeneous group who come from a wide variety of linguistic and cultural backgrounds; therefore, many variables must be considered to provide adequate assessment. Skills in the non-biased assessment of ELLs are essential to reduce over and under identification of Speech and Language Impairment (SLI) and referral for speech and language services, particularly given the diverse cultural landscape of Southern California. This training provides an informal protocol that compiles the tasks found most effective in distinguishing between difference and disorder among the ELL population, along with resources to give SLPs the information and tools they need to immediately increase their confidence in this area.

Audience: Speech and Language Pathologists

### English Learners with Disabilities Trainings with Imperial County SELPA

Registration on Imperial SELPA website: <https://www.icoe.org/selpa> )



### 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.

## H

### Health

#### Nurses Symposium

All countywide nurses are welcome to the Nurse’s Symposium. This network meeting will provide nurses a chance to collaborate on current changes in school health with COVID-19.

## I

### Interpreter/ Translator Events

#### 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.

## 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

## N

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 BCBA's 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.

1. August 4, 9:00-10:30: Behavioral Consultation in Schools (Virtual/ Free)
2. August 16, 9:00-10:30: New Lens on Behavior (Virtual/Free)
3. August 18, 8:30-3:30: Nonviolent Crisis Prevention Intervention (CPI)  
\$21.49 for book.
4. August 24, 9:00-10:30: Behavioral Data Collection (Virtual/Free)
5. August 25, 8:30-3:30: Nonviolent Crisis Prevention Intervention (CPI)  
\$21.49 for book.
6. September 1, 8:30-3:30: Nonviolent Crisis Prevention Intervention (CPI)  
\$21.49 for book.
7. September 14, 9:00-10:30: Proactive Behavior Strategies (Virtual/Free)
8. September 15, 8:30-3:30: Nonviolent Crisis Prevention Intervention (CPI)  
\$21.49 for book.



9. September 20, 9:00-10:30: Supporting Students with Behavioral Needs  
(Virtual/Free)

O

Occupational Therapy (TBD)

R

Reading

Dyslexia TBD

S

SELPA-Bratton

The fourth 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.

Fourth Annual SELPA-Bratton May 11, Glen Annie Golf Course Frog Bar and Grill, 5:00-8:00.

SIRAS

Summer Updates in SIRAS

SIRAS Systems provides ‘Summer Updates’ information to all staff sharing the new procedures and forms created over the summer. All staff are invited to this two-hour virtual training.

SIRAS Office Hours

All Staff are welcome to attend monthly Office Hours with Jennifer Connolly to review procedures and technicalities in SIRAS. Zoom link to be repeated each month.

SIRAS Trainings with SIRAS Team:

September: Topics: CALPADS/ CASEMIS information updates

January: Topics: Preparing for Transition Meetings. preparing for Statewide Assessment to be reviewed in this three-hour virtual training.

May: Topics: End of year Calpads, Next Year’s Data, recap, and reminders for year closure.



## 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) Series

The Spirit of Transition Planning will be explored in this multiday day series. Participants will learn about the importance of planning ahead for transition and how to write thorough Individual Transition plans based on assessments. Resources will be shared at each day of the series to help with conversations and planning around transition. Day three will explore the many agencies available in Santa Barbara County with agency presentations. The last day of the series will explore the local and residential colleges in California.

Audience: Leadership, Counselors, IEP Team Chairs, Deans, High School Special Education Teachers, Special Education Transition Age Teachers, Special Education Middle School 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. Fairs are in south county at San Marcos High School and north county at Tri Counties Regional Center.

## 'Mini' LEA Professional Development Topics Available Upon Request

Contact Jennifer Connolly [jconnolly@sbceo.org](mailto: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 could 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 several 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.

### Consulting In Classroom Settings

The focus of this training will be on sharing strategies that facilitate collaborative and productive consulting in classroom settings. Specific steps and strategies educational specialists (e.g., BCBAs, MFTs, SLPs) can use to build rapport with team members and establish mutually beneficial communication. In addition, strategies team members (e.g., teachers, paraprofessionals) can also use when collaborating with consultants will also be shared.

### How To Provide Students with Corrective Feedback & Coaching

This training will focus on how team members (e.g., teachers, paraprofessionals, administrators) can give students feedback, both positive and corrective, in a constructive manner that optimizes communication.

SELPA 28A: SBCSELPA Wrap Supports Referral- recorded available on SBCSELPA YouTube Channel

The new Santa Barbara County SELPA Wrap Referral is here—and it is 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.

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. 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.

'Mini' LEA Professional Development Topics Available Upon Request

List of events offered updated monthly.

Contact Jennifer Connolly [jconnolly@sbceo.org](mailto:jconnolly@sbceo.org) to book a **FREE** presentation.

August

- 3: SMJUHS D GROW
- 5: Lompoc GROW
- 10: Santa Ynez Valley Consortium GROW
- 15: SBUSD GROW
- 18: Goleta GROW
- 26: SBCEO Managing Behavior in the Classroom

September

- 15: SBCEO Writing a BIP
- 28: Guadalupe Staff Well Being after COVID

October

- 19: Guadalupe Trauma and the Brain Body Connection Part 1
- 28: SBCEO FBA/BIP Data Collection Day 1

November

- 10: FBA/BIP Data Collection Day 2

December

January

- 10: Guadalupe Trauma and the Brain Body Connection Part 2

February

March

April

May

June

SBCSELPA Staff (note new emails)

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Thank you to all Presenters, Teams, and Cadre for your time and positive energy!

Available Resources

OMS Calendar of Events	<a href="https://sbcselpa.k12oms.org/">https://sbcselpa.k12oms.org/</a>
Professional Development	
SBCSELPA Local Plan	<a href="http://www.sbcselpa.org">www.sbcselpa.org</a>
Educators, Parent Resources	
SBCSELPA Procedural Handbook	<a href="http://www.sbcselpa.org">www.sbcselpa.org</a>
Educators, Parent Resources	
Special Education Parent Handbook	<a href="http://www.sbcselpa.org">www.sbcselpa.org</a>
Parent Resources	<a href="https://www.sirassystems.org">https://www.sirassystems.org</a>
What are all these IEP Documents? Parent Questions for an IEP	<a href="http://www.sbcselpa.org">www.sbcselpa.org</a>
Parent Resources	<a href="https://www.sirassystems.org">https://www.sirassystems.org</a>
Turning 3: Transition from Early Start to Preschool	<a href="http://www.sbcselpa.org">www.sbcselpa.org</a>
Parent Resources	<a href="https://www.sirassystems.org">https://www.sirassystems.org</a>
SIRAS Systems (IEP development)	<a href="https://www.sirassystems.org">https://www.sirassystems.org</a>
Educators Resources	
SBCSELPA YouTube Channel for all recorded trainings	
Santa Barbara SBCSELPA Conference Room	<a href="mailto:bhelt@sbceo.org">bhelt@sbceo.org</a>
To book Santa Barbara SBCSELPA Conference Room	
Back2School Padlet of Resources	<a href="https://padlet.com/m SlaterSelpa4200/trcig7ygv4ood8uvback2school">https://padlet.com/m SlaterSelpa4200/trcig7ygv4ood8uvback2school</a>

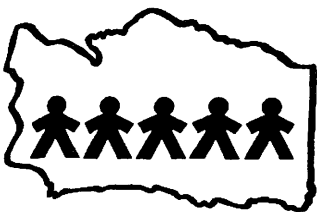
Professional Development Locations for Larger Events

North: Santa Maria Bonita Souza Center: 708 Miller St. Santa Maria, CA 93454

Mid- County: Buellton Recreation Center: 301 2<sup>nd</sup> St. Buellton, CA 93427

South: SBCSELPA Conference Room: 5385 Hollister Avenue Building 7 Santa Barbara, CA 93111 (new location)

Zoom Conferencing



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

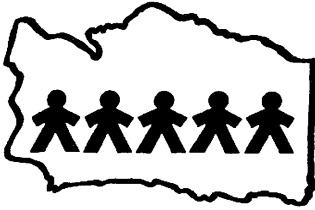
Re: Community Advisory Committee (CAC) 21-22 Project - Parent Toolkit of Resources

**BACKGROUND:**

- SBCSELPA's Community Advisory Committee created a virtual 'Parent Toolkit' of Resources to support communication before and during an IEP Meeting.
- The 'Parent Toolkit' located in the link <https://padlet.com/mslaterselpa4200/j40xgmrveeanme5lParentsupport> encompasses the following documents:
  1. Welcome Letter to Parents
  2. Special Education Acronyms list
  3. Procedural Rights and Safeguards for Parents and Guardians
  4. IEP Meeting Agenda Template
  5. Explanation of IEP Meeting Agenda Template
  6. Collaborative Agreements in IEP Meetings
  7. What are all these IEP Documents? Questions Parent/Guardians/Adult Students Can Ask at IEP Meetings.
  8. SBCSELPA Special Education Parent Handbook
- The 'Parent Toolkit' will be located in the SIRAS 'Added Forms' library under Parents/IEP Teams category and located on the sbcselpa.org website under 'Community and Family Resources' button. All documents in the 'Parent Toolkit' are translated into Spanish and added to the padlet and in SIRAS.
- The 'Parent Toolkit' was presented to the Special Education Administrators Meeting (SEAM) on May 20, 2022. District/LEA special education administrators support the resource.

RA/JC:lm

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

Date: August 29, 2022

To: SBCSELPA JPA Board

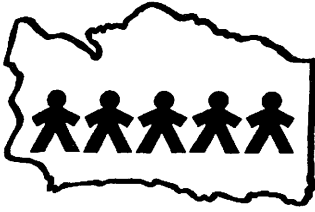
From: Jennifer Connolly, SBCSELPA Coordinator

Re: Back2School Padlet

**BACKGROUND:**

- A Back2School Padlet <https://padlet.com/mslaterselpa4200/trcig7ygv4ood8uvback2school> of resources for leaders and educational staff was created to share information from SBCSELPA.
- The padlet has been shared with all Special Education Administrators, Leaders and will be in the 'Breaking News' section of the sbcselpa.org website during the months of August and September. The padlet will then be moved to 'District and Educational Support' button on the sbcselpa.org website.
- The padlet will be updated monthly with new events and resources.

RA/JC:lm



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

Date: August 29, 2022

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director  
 Jennifer Connolly, SBCSELPA Coordinator

Re: Santa Barbara County SELPA Procedural Handbook Revisions, Section 6 & 7

**BACKGROUND:**

- SBCSELPA organized an ADHOC Committee to review and revise the *Procedural Handbook Section 6, Positive Behavior Interventions for Special Education Students, Behavior Emergency, and Incident Procedures*. The necessary updates and changes to Section 6 are indicated on the attached reference. (SEE REF: IX-J.1).
- SBCSELPA's ADHOC Committee also reviewed and revised the *Behavior Emergency Report (BER)*. The necessary updates and changes to the BER are indicated in the attached reference. (SEE REF: IX-J.2).
- SBCSELPA organized an ADHOC Committee to create the 'new' *Procedural Handbook Section 7, Low Incidence Disabilities* (SEE REF: IX-J.3).
- SBCSELPA's ADHOC Committee added the 'new' Section 7 Low Incidence Disabilities language to the existing Section 7 Deaf and Hard of Hearing Services and Referral Process for South and North Santa Barbara County as DHH is a Low Incidence Disability.
- The revisions to *Section 6, the BER, and Section 7* were previously presented to the Special Education Administrators Meeting (SEAM) on May 20, 2022. District/LEA special education administrators support the proposed revisions.

RA/JC:lm



# PROCEDURAL HANDBOOK

## SECTION

### 6

#### *Positive Behavior Intervention For Special Education Students*

This section contains information you should know about...

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Procedures for Systematic Use of Positive Behavioral Interventions and Emergency Intervention <i>Prohibitions</i> .....	6-3
<i>Writing Behavioral</i> Emergency-Interventions <i>Reports</i> .....	6-4
Prohibited Behavioral Interventions <i>Follow-up Meeting Requirements</i> .....	6-5
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Updated August 13, 2021

## **THE LAW-INTRODUCTION**

A.B. 2586, California Education Code, Part 30, Chapter 5.5 Title 5, and California Code of Regulations Section 3001 and 3052 provide (d) the description of procedures for implementing the Hughes Bill. Assembly Bill 86 (“AB 86”) was passed, resulting in the repeal of the Hughes Bill as of July 1, 2013. AB 86 amends Education Code Sections 56520-56525 and repeals Sections 3052- and 3001(d)-(g) and (ab) of Title 5 of the California Regulations with respect to Behavior Intervention Plans for special education students. It aligns state law with federal law and adds restrictions on the use of emergency behavior interventions.

**California’s 2013 Assembly Bill (AB) 2586 changed Education Code 56520 regarding emergency behavioral interventions. The state has continually sought to provide an appropriate and meaningful educational program in a safe and healthy environment for all children regardless of possible physical, mental, or emotional disabilities. Students who exhibit serious behavioral challenges should receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Act (IDEA) and its implementing regulations. Assessments and positive behavioral interventions and support (PBIS) should be developed and implemented in accordance from the United States Department of Education and technical assistance centers sponsored by the Office of Special Education (OSEP).**

**When behavioral interventions, supports, and other strategies are used, they must be used in consideration of the student’s physical freedom and social interaction. Interventions, supports and strategies must be administered in a manner that respects human dignity, civil rights, and ensures a student’s right to placement in the least restrictive educational environment. When the student is also the responsibility of another agency for residential care or related services, the behavioral intervention plans must be developed and implemented in a consistent manner.**

## **PHILOSOPHY**

### **Core Beliefs**

- That all behavior is communicative.
- That all students are individuals with unique needs who are capable of growth and change.
- That all students must be treated with dignity and respect; and
- That all students deserve a chance to succeed.

### **Assumptions**

- The teacher views behaviors as having a communicative intent and has explored the use of positive strategies to teach more appropriate behavior prior to using restrictive emergency procedures.
- Effective teachers knowingly use behavior management procedures every day.
- Prior to consent for assessment, the school and parent/guardian will have discussed the student's needs.

- School expectations will have been clearly communicated to student and parent

AB 2586, authored by Assemblywoman Theresa Hughes, was enacted by the California State Legislature in January 1991, and codified in California Education Code as Section 56520. The supporting regulations were revised January 1, 1995, (CCR Title 5 3001 and 3052). AB 86, a budget omnibus trailer bill, repealed the “Hughes Bill,” which was a California behavior intervention program mandate for special education students who exhibited serious behavioral problems. AB 86 now requires behavior interventions for special education students to align more closely with federal law, as identified in the Individuals with Disabilities Education Act (“IDEA”) and its regulations. AB 86 revises Education Code sections 56520-56525 and requires the Superintendent of Public Instruction to repeal Sections 3052 and 3001(d)-(g) and (ab) of Title 5 of the California Regulations.

Federal legislation was developed to provide a way to assess, analyze and provide positive behavioral intervention and monitoring for special education students exhibiting serious behavior problems that significantly interfere with the implementation of goals and objectives of the IEP. Serious behaviors are defined as:

“...behaviors which are self-injurious, assaultive or cause serious property damage for which instructional/behavioral approaches specified in the student’s IEP are found to be ineffective.”

This Procedural Handbook contains information regarding:

- SBCSELPA approved emergency procedures.
- Evaluation of the Behavior Intervention Plan (BIP) effectiveness; and
- Requirements for those writing Behavior Intervention Plan ~~Certificate of Competence~~

~~The SBCSELPA has adopted the Behavior Intervention Plan Desk Reference Manual, revised edition, 2013, by Diana Browning Wright and Gail Cafferta, which is a comprehensive resource and training manual for developing BIP and structuring school environments to prevent behavior problems. The manual outlines all the “Big Ideas” in behavior and how to write and evaluate a comprehensive BIP. SBCSELPA has adapted concepts from Dr. Ross Greene, CPS, *Conscious Discipline, RULER, and Nonviolent Crisis Prevention Intervention in this section.*~~

## PROCEDURES FOR SYSTEMATIC USE OF POSITIVE BEHAVIORAL INTERVENTIONS AND EMERGENCY INTERVENTIONS

### ***POSITIVE BEHAVIOR INTERVENTION DEFINITION:***

Behavioral intervention: is the systematic implementation of procedures that result in lasting positive changes in the individual's behavior. They are designed to provide:

- Greater access to a variety of community settings.
- Greater access to social contacts and public events.
- Ensure the individual's rights to placement in the least restrictive environment; and
- An educational environment as outlined in the individual's IEP.

Such interventions shall only be used to replace specified maladaptive behavior(s) with alternative acceptable behavior(s) and shall never be used solely to eliminate maladaptive behaviors.

A referral for a Functional Behavior Assessment (FBA) and subsequent IEP team meeting at which a Behavior Intervention Plan may be written is mandated whenever:

1. The IEP team finds that instructional/behavioral approaches specified in the student's IEP have been ineffective, or
2. The IEP Team determines at an IEP meeting the necessity for a FBA after any Behavioral Emergency Report has been written regarding an individual who does not have a Behavior Intervention Plan.

Nothing in this section shall preclude a parent or legal guardian from requesting a FBA pursuant to provisions of Education Code Sections 56330, et. seq.

The criteria to be used to determine the possible need for special behavioral interventions include the following:

1. A pupil demonstrates a *continuous serious* behavior problem which poses a *threat of injury* to self, other pupils, and/or staff, AND/OR
2. A pupil demonstrates *continuous serious* property damage, AND/OR
3. A pupil demonstrates a *severe* behavior problem that is *pervasive and maladaptive* which *requires* the *systematic and frequent* application of *behavioral intervention* including special behavioral interventions, AND
4. The severe behavior *significantly interferes with* implementation of the *pupil's IEP goals and objectives*, AND

5. A behavioral program involving positive-only behavioral interventions has been unsuccessful in reducing the pupil's behavior to a safe level, OR
6. The IEP team determines that it would be unsafe to provide a trial of positive-only behavioral programming for a pupil based on research suggesting that the use of special behavioral interventions (along with positive behavioral interventions) is more effective in quickly reducing dangerous behaviors (particularly self-injurious behaviors).

#### NOTE

It is to be expected that in a significant majority of the cases where individuals with exceptional need are exhibiting inappropriate behavior, the behavior problem can be addressed appropriately through development of a Behavior Intervention Plan. *SIRAS IEP 6G-1: Behavior Intervention Plan (IEP6G:)*, or a district equivalent, should be used for this purpose. The IEP Team will record on this form the function of the student's behavior (i.e., what is the student attempting to achieve through his/her behavior), the replacement behavior that the Team has identified for the student to use instead, and the instructional approaches and interventions that will be used to assist the student to learn to utilize the more positive behavior.

## **EMERGENCY INTERVENTIONS**

### **Introduction**

**California's 2013 Assembly Bill (AB86) changed Education Code 56520 regarding emergency behavioral interventions. The state has continually sought to provide an appropriate and meaningful educational program in a safe and healthy environment for all children regardless of possible physical, mental, or emotional disabilities. Students who exhibit serious behavioral challenges should receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act (IDEA) and its implementing regulations. Assessments and positive behavioral interventions and support (PBIS) should be developed and implemented in accordance from the United States Department of Education and technical assistance centers sponsored by the Office of Special Education Program (OSEP).**

**When behavioral interventions, supports, and other strategies are used, they must be used in considerations of the student's physical freedom and social interaction. Interventions, supports and strategies must be administered in a manner that respects human dignity, civil rights, and ensures a student's right to placement in the least restrictive educational environment. When the student is also the responsibility of another agency for residential care or related services, the behavior intervention plans must be developed and implemented in a consistent manner.**

### **Guiding Principles**

**These guiding principles support revisions to Education Code 56521.1**

- **Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the student with disabilities, 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.

- Emergency interventions shall not be used as a substitute for the systematic behavioral intervention plans that is designed to change, replace, modify, or eliminate a targeted behavior.
- No emergency intervention shall be employed for longer than is necessary to contain the behavior. Any situation that requires prolonged use of an emergency intervention shall require staff to seek assistance of the school site administrator or law enforcement agency, as applicable to the situation.

Education Code section 56521.1 states that emergency interventions may only be used to control unpredictable, spontaneous behavior which:

1. Poses clear and present danger of serious physical harm to the individual with exceptional needs, or others

AND

2. Cannot be immediately prevented by a response less restrictive than temporary application of a technique used to contain the behavior.

Section 56521.1 further states emergency intervention(s) shall not be used to substitute for the systematic Behavior Intervention Plan that is designed to change, replace, modify, or eliminate a targeted behavior.

Whenever a behavior emergency occurs, only behavioral emergency interventions approved by the SBCSELPA may be used. Staff utilizing these procedures must be certified according to SBCSELPA approved training program.

No emergency intervention shall be employed for longer than necessary to contain the behavior. Any situation which requires prolonged use of an emergency intervention shall require staff to seek assistance of the school site administrator or law enforcement agency, as applicable to the situation.

Prohibitions

Emergency interventions MAY NOT include:

1. Locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
2. Restrictive interventions which employ a device, material or objects that simultaneously immobilize all four extremities, except techniques such as prone containment may be used by staff trained in those procedures as a limited emergency intervention. The SBCSELPA's NCPI certification does not train or permit any LEA staff member to utilize techniques such as prone containment. LEAs will defer to Law Enforcement and other Emergency Services if such interventions are required.

**2. Employment of a device, material, or objects that simultaneously immobilize all four extremities, except those techniques such as “prone containment” may be used as an emergency intervention by staff trained in those procedures.**

3. An amount of force that exceeds that which is reasonable and necessary under the circumstances.

**4. Any form of physical intervention not taught by an LEA-approved, currently trained, CPI instructor.**

## **PROHIBITED BEHAVIORAL INTERVENTIONS**

The legislation In addition, Education Code 56521.2 specifically prohibits states that a local educational agency (LEA) or nonpublic, nonsectarian school or agency serving individuals with exceptional needs shall not from authorizing, ordering, consenting to, or paying for the following interventions, or any other interventions similar to or like the following:

**In addition, Education Code 56521.2 specifically prohibits a local education agency (LEA), nonpublic school or nonpublic agency (NPS/A) serving individuals with exceptional needs from authorizing, ordering, consenting to, or paying for the following interventions, or any other interventions like 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 individual's face.
3. Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
4. Any intervention which is designed to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma.
5. Restrictive interventions which employ a device, or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment. Techniques such as prone containment or similar techniques may only be used by trained personnel in those procedures as a limited emergency intervention. The SBCSELPA's NCPI certification does not train or permit any LEA staff member to utilize techniques such as prone containment. LEAs will defer to Law Enforcement and other Emergency Services if such interventions are required.
5. **Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment.**
6. Locked seclusion, unless it is a facility otherwise licensed by state law to use a locked room.
7. Any intervention that precludes adequate supervision of the individual.



8. Any intervention which deprives the individual of one or more of his or her senses.
9. ~~Any intervention that is not evidence based or scientifically sound.~~

**In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program (IEP) team shall consider the use of the positive behavioral interventions and supports, and other strategies, to address the behavior of concern.**

## APPROVED BEHAVIORAL EMERGENCY PROCEDURES For Students and Staff Care, Welfare, Safety and Security

A behavior emergency is the demonstration of a serious behavior problem which has not previously been observed and for which a Behavior Intervention Plan (BIP) has not been developed; or for which a previously designed behavior intervention is not effective or de-escalation procedures have not been effective.

1. Applies to unpredictable and spontaneous behavior. Aggressive behavior which is part of a student's regular pattern of behavior must be addressed in a BIP.
2. Applies ONLY if less restrictive techniques are not successful e.g., if a student is throwing chairs, tables, and you are able to leave him/her alone and she/he calms down.

Only emergency procedures that have been approved by the SBCSELPA may be used. Only staff who have been trained in utilizing these procedures may implement them. Correct use of these procedures is taught in trainings offered by the SBCSELPA several multiple times annually.

SBCSELPA approved behavior emergency procedures include the following:

1. Children's control position
2. Team control technique

### Santa Barbara County SELPA Approved Emergency Intervention Holding Skills

<u>Medium Level Holding</u>	<u>Higher Level Holding</u>
<ul style="list-style-type: none"> <li>• <u>Seated Position</u></li> <li>• <u>Standing Position</u></li> <li>• <u>Transport (Moderate resistance)</u></li> <li>• <u>Children's Control Position</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Seated Position</u></li> <li>• <u>Standing Position</u></li> <li>• <u>Transport (moderate resistance)</u></li> <li>• <u>Children's Control Position</u></li> <li>• <u>Team Control</u></li> </ul>

SBCSELPA utilizes NCPI: Nonviolent Crisis Prevention and Intervention certification for emergency procedures. Staff must renew certification every two years.

Key points to remember about emergency interventions:

1. Emergency procedures should protect the safety and personal dignity of all parties.
2. Emergency procedures should be applied only when safety requires them and may not be used in lieu of a systematic positive BIP.
3. Emergency procedures should only be applied at the last resort, when all other less restrictive interventions have been exhausted.
4. Opportunities for establishing safety and rapport are considered as part of the

emergency procedures.**BEHAVIORAL EMERGENCY REPORT**

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parents and residential care provider, if appropriate, shall be notified within one school day whenever an emergency intervention is used, or serious property damage occurs.

A Behavioral Emergency Report (BER) shall immediately be completed and maintained in the ***in the student's file. Those involved will meet to jointly complete the attached report form. The BER and the Incident Report must include all the following:***

- ⇒ ***The SSID and DOB of the student***
- ⇒ ***The setting and location of the incident***
- ⇒ ***The name(s) of the staff or other persons involved***
- ⇒ ***A description of the antecedent behavior that student was engaged in as well as the staff's response with the student during this time***
- ⇒ ***A description of the behaviors the student engaged in as well as the response of the staff member***
- ⇒ ***If the student engaged in behaviors that posed a clear and present danger of physical harm to the student or others, that cannot be immediately prevented by a response less restrictive than a temporary CPI application used to contain the behavior, staff will complete the crisis section and describe the student's behavior and the response of staff members***
- ⇒ ***Whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan***
- ⇒ ***Details of any injuries sustained by the individual with exception needs, or others, including staff, because of the incident 30521.1 (e)***

*The BER report must contain all the following:*

1. *The name and age of the student*
2. *The setting, time, and location of the incident*
3. *The name of staff and other persons involved*
4. *A description of the antecedent behavior that the student was engaged in as well as staff's response with the student during this time.*
5. *A description of the behaviors the student engaged in as well as the response of the staff member.*
6. *If the student engaged in behaviors that pose a clear and present danger of physical harm to the student or others that cannot be immediately prevented by a response less restrictive than a temporary application used to contain the behavior staff will complete the crisis section and describe the student's behavior and the response of staff members.*

7. ~~incident and the emergency intervention used~~  
 8. ~~\_\_\_\_\_~~  
 7. ~~Whether the individual is currently engaged in any systematic Behavior Intervention  
 \_\_\_\_\_ Plan (BIP)~~  
 8. ~~Details of any injuries sustained by the individual or others, including staff, as a  
 \_\_\_\_\_ result of the incident (30521.1)~~

All BERs shall immediately be forwarded to, and reviewed by, a designated responsible administrator and a completed BER to SBCSELPA (Add email address) for data tracking and possible staff and student support.

**All BERs and Incident Reports shall immediately be forwarded to, and reviewed by, a designated responsible administrator. If the individual with exceptional needs is receiving services from a nonpublic school, nonpublic agency, and/or a residential treatment center, a copy of the report must be sent to the SELPA per the Master Contract. The SELPA Behavioral Emergency and Incident Report Form is included with this document.**

#### **Follow-up IEP Meeting Requirements**

Whenever a BER is written regarding an individual who does not have a BIP, the designated responsible administrator shall, within two days schedule an IEP meeting to review the emergency report, to determine the necessity for a Functional Behavioral Assessment (FBA), and to determine the necessity for an interim BIP. The IEP team shall document the reasons for not conducting the FBA and/or not developing an interim plan.

If a BER is written regarding an individual with exceptional needs who has a BIP, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the **the** IEP team **will** review **the BER** and determine if the incident constitutes a need to modify the BIP.

**Anytime a "Behavioral Emergency and Incident Report" is written regarding an individual with exceptional needs who does not have a positive behavioral intervention plan to address the documented behaviors, the designated responsible administrator shall:**

- 1. Within one day: Contact parent.**
- 2. Within two (2) Days: Schedule an IEP team meeting to review the emergency report and determine the need for a Functional Behavioral Assessment (FBA) and/or need for an interim plan within 30 calendar days.**
- 3. At the IEP meeting: The IEP team shall document in the IEP Team Meeting In the notes page, the team will document the reasons for either conducting or not conducting an FBA and/or not developing an interim tier II behavior plan OR initiate a FBA.**
- 4. Ensure that the FBA is completed as soon as possible so that results and recommendations for development or modification of a positive behavioral intervention plan are available for review by the IEP team.**

**Anytime a Behavioral Emergency and Incident Report is written regarding an individual with exceptional needs who has a positive behavioral intervention plan (PBIP), an incident involving a previously unseen serious behavior problem, or where a previously designated intervention is ineffective, the administrator shall refer the incident to the IEP team to review and determine if the incident constitutes a need to modify the PBIP.**

An IEP team or behavioral intervention planning team capitalizes on the experience and expertise of all its members. The individual's parents, general education teachers, school psychologist, program specialist, or other interested staff, all have an integral part in the planning and intervention process.

**SBCSELPA will review all BERS submitted to the SBCSELPA to review the data and determine if further support is needed by SBCSELPA staff for the school staff.**

### Compliance Requirements

AB 86 was signed to ensure that California implements the federal Individuals with Disabilities in Education Act (20 U.S.C. Sec. 1400 et seq.) and associated federal regulations. This procedure is intended to prove the clarity, definition, and specificity necessary for LEAs to comply with these requirements. The state Superintendent may monitor the LEA compliance with these Education Code sections and may take appropriate action, including fiscal repercussions, if either of the following is found:

1. The LEA failed to comply with this chapter and failed to comply substantially with corrective action orders issued by the California Department of Education resulting from monitoring findings or compliant investigations.
2. The LEA failed to implement the decision of a due process hearing officer based on noncompliance with this part wherein noncompliance resulted in the partial denial of, or impeded the delivery of, a free and appropriate education for an individual with exceptional needs.

## FUNCTIONAL BEHAVIORAL ASSESSMENT

When the use of special behavioral interventions is considered for a pupil with a continuous serious behavior problem, a proposed assessment plan will be developed by the Case Manager which describes the components to be included in the Functional Behavioral Assessment of the pupil's behavior *PWN and Assessment Plan (NC 3)*. A Functional Behavioral Assessment (FBA) is an analytical process based on observations, review of records, interviews, and data analysis to determine the function the behavior serves for the student, how that function can be met more appropriately and how the environment can be altered to better support general positive behaviors, and functionally equivalent replacement behaviors. The FBA will include data from direct observation, interviews with significant others, environmental analysis, and review of available data. Prior to conducting the assessment, parent notice and consent shall be given and obtained. The FBA must be conducted by, or under the supervision of a person who has documented training in behavioral analysis with an emphasis on positive behavioral interventions.

Where a student does not have a Behavior Intervention Plan (BIP) in place following a Behavioral Emergency Report (BER), school districts are required to schedule IEP meeting within two school days. The IEP team must review the BER to determine the necessity for a FBA and an interim plan, pending development of a BIP, if needed.

The FBA procedures shall include all the following:

1. Systematic observation of the occurrence of the targeted behavior for an accurate definition and description of the frequency, duration, and intensity.
2. Systematic observation of the immediate antecedent events associated with each instance of the display of the targeted inappropriate behavior;

Systematic observation and analysis of the consequences following the display of the

behavior to determine the function the behavior serves for the individual, i.e., to identify the specific environmental or physiological outcomes produced by the behavior. The communicative intent of the behavior is identified in terms of what the individual is either requesting or protesting through the display of the behavior.

3. Ecological analysis of the settings in which the behavior occurs most frequently. Factors to consider should include the physical setting, the social setting, the activities and the nature of instruction, scheduling, the quality of communication between the individual and staff and other students, the degree of independence, the degree of participation, the amount and quality of social interaction, the degree of choice, and the variety of activities.
4. Review of records for health and medical factors which may influence behaviors (e.g., medication levels, sleep cycles, health, diet); and
5. Review of the history of the behavior to include the effectiveness of previously used behavioral interventions.

Following the assessment, a *Functional Behavior Assessment Report* (SELPA42) shall be prepared, and a copy shall be provided to the parent. The report shall include all the following components:

1. Identifying student information.
2. A description of the nature and severity of the targeted behavior(s) in clear, measurable, and observable terms.
3. A description of the targeted behavior(s) frequency, intensity, and/or duration that includes baseline data and an analysis of the antecedents and consequences that maintain the targeted behavior, and a functional analysis of the behavior across all appropriate settings in which it occurs.
4. Determination and rationale of whether the behavior is impeding the learning of the student or peers.
5. A review of Tier II Strategies or other positive behavioral interventions and strategies. If strategies have been utilized, then include the results of the interventions and/or strategies.
6. A review of environmental factors, including reported and observed predictors and what supports the student's use of these behaviors; and
7. Hypothesis of the function of the behavior based on data collection and a description of the suggested functionally equivalent replacement behaviors.
8. Recommended behavior interventions and teaching strategies.

## **IEP MEETING FOLLOWING THE FUNCTIONAL BEHAVIORAL ASSESSMENT**

Upon completion of the Functional Behavioral Assessment (FBA), an IEP team meeting shall be held to review results and, if necessary, to develop the Behavior Intervention Plan (BIP). The IEP team shall review the Functional Behavior Assessment Report (Form SELPA42) and determine whether special behavioral interventions are needed to reduce the target behavior(s).

The BIP is a written document which is developed whenever an individual exhibits a serious behavioral problem that significantly interferes with implementation of the goals and objectives of

the individual's IEP. When it is determined that special behavioral interventions are needed, the BIP will be developed based on the FBA which emphasized the use of positive behavioral interventions and describes a hierarchy of interventions.

When special behavioral interventions are included as part of the BIP, they will be used in consideration of the pupil's physical freedom, social interaction, and individual choice. Further, special behavioral interventions will be administered in a manner which respects the pupil's human dignity and personal privacy.

BIPs shall only be implemented by, or be under the supervision of, staff with documented training in behavior analysis, including the use of positive behavioral interventions.

### **BEHAVIOR INTERVENTION PLAN**

The *Behavior Intervention Plan (IEP 6G-1, 6G)* shall become part of the IEP. A copy of the plan shall be provided to the person or agency responsible for implementation in non-educational settings. The plan shall include the following components:

1. A summary of relevant and determinative information gathered from a Functional Behavioral Assessment.
2. An objective and measurable description of the targeted maladaptive behavior(s) and replacement positive behavior(s).
3. The individual's goals and objectives specific to the Behavior Intervention Plan for the target and replacement behavior(s).
4. A detailed description of the behavioral interventions to be used and the circumstances for their use.
5. Specific schedules for recording the frequency of the use of the interventions and the frequency of the targeted and replacement behaviors; including specific criteria for discontinuing the use of the intervention for lack of effectiveness or replacing it with an identified and specific alternative.
6. Criteria for referral back to the IEP team when designated special behavioral interventions appear ineffective.

7. Criteria by which the use of special behavioral interventions will be reduced and/or less intensive/frequent special behavioral interventions will be used.
8. A description of the extent to which special behavioral interventions will be used across settings in which the IEP is being implemented (playgrounds, integrated classroom settings, work sites, etc.) and (to the extent known) a description of the use of special behavioral interventions in settings for which the LEA does not have responsibility (home, residential facility, etc.).
9. Specific dates for periodic review by the IEP team of the "efficacy" of the Behavior Intervention Plan; and
10. The frequency of consultation to be provided by School Psychologist, BCBA, and/or Mental Health Specialist to staff and parents responsible for implementing the plans.

Positive programming to include in a Behavior Intervention Plan may include the following:

1. Altering the identified antecedent event to prevent the occurrence of the behavior.
2. Teaching the individual alternative behaviors that produce the same consequences as the inappropriate behavior.
3. Teaching the individual adaptive behaviors which ameliorate negative conditions that promote the display of inappropriate behaviors.
4. Manipulating the consequences for the display of targeted inappropriate behavior and alternative, acceptable behaviors, so that it is the alternative behaviors that more effectively produce the desired outcomes.
5. Teaching the individual underlying skills to ameliorate existing skill deficits and reducing the display of inappropriate behavior.

When the targeted behavior(s) occur(s), acceptable responses shall include but are not limited to one or more of the following:

1. The behavior is ignored, but not the individuals.
2. The individual is verbally, or verbally and physically, redirected to an activity.
3. The individual is provided with feedback.
4. The message of the behavior is acknowledged; and
5. A brief, physical prompt is provided to interrupt or prevent aggression, self-abuse, or property destruction.



## **BEHAVIORAL INTERVENTION REVIEW**

Program effectiveness will be reviewed by the teacher, school psychologist, parent or care provider, and others as appropriate at scheduled intervals determined by the IEP team. This review may be conducted in meetings, by telephone conference, or by other means, as agreed upon by the IEP team.

The review shall include:

1. A review of the Behavior Intervention Plan (BIP) effectiveness including effect on the target behavior(s) and the replacement behavior(s).
2. Recommendations for continuing, discontinuing, or modifying the BIP, or
3. Recommendation for additional Functional Behavior Assessment with possible modification to the BIP.

Each modification or change shall be addressed in the BIP provided that the parent, or parent representative, is notified of the need and is able to review the existing program evaluation data prior to implementing the modification or change. Parents shall be informed of their right to question any modification to the plan through the IEP process.

### ~~**FUNCTIONAL BEHAVIOR ASSESSMENT AND BEHAVIOR INTERVENTION PLAN CERTIFICATE OF PARTICIPATION**~~

To promote the systematic use of Behavioral and Emergency Interventions, trainings developed by SBCSELPA Staff shall be made available for staff who are writing Functional Behavior Assessments and Behavior Intervention Plans, including teachers, school psychologists, related service providers, and instructional assistants.

~~To receive a Functional Behavior Assessment and Behavior Intervention Plan Certificate of Participation these individuals must be trained in applied behavior analysis with an emphasis on positive behavioral interventions.~~

#### **Competencies:**

- ~~• Knowledge of theory and practice of behavior analysis including positive behavioral interventions.~~
- ~~• Knowledge of unique characteristics of individuals with severe behavior problems.~~
- ~~• Consultation skills.~~
- ~~• Knowledge of principles of behavioral intervention planning.~~
- ~~• Ability to coordinate and assist in conducting Functional Behavioral Assessments and development of Behavioral Intervention Plans and written reports.~~
- ~~• In-depth knowledge and application of behavioral interventions.~~
- ~~• Ability to conduct ongoing evaluation of behavioral interventions.~~
- ~~• Knowledge of Santa Barbara County SELPA approved emergency intervention procedures.~~
- ~~• Knowledge of regulations and procedures in Santa Barbara County SELPA for implementing positive behavioral interventions.~~

#### **Methods:**

~~Training will be developed or authorized by Santa Barbara County SELPA.~~

## WHAT FORMS SHOULD BE USED

The following forms should be used with positive behavior intervention procedures:

NC3:	<del>PWN and Assessment Plan</del>
IEP 6G:	Behavior Intervention Plan 6 page to accompany FBA
IEP 6G-1:	Behavior Intervention Plan 2 page
SELPA 13:	Environmental Analysis Summary of Observations
SELPA34:	Behavioral Emergency Report (E)
SELPA42:	Functional Behavioral Assessment Report (E)
SELPA47:	Functional Behavioral Assessment Summary (E)
SELPA60:	Functional Assessment Observation Form (E)
SELPA62:	Behavioral Intervention Plan Data Collection (E)

### NOTE

E = ENGLISH and S = SPANISH
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Appendix A references the forms highlighted throughout this handbook. SELPA and Supplemental IEP forms can be found on our county's on-line *SIRAS Systems*, [www.sirassystems.org](http://www.sirassystems.org).

# PROCEDURAL HANDBOOK

## SECTION

### 6

*Positive Behavior Intervention  
For  
Special Education Students*

## BEHAVIOR EMERGENCY AND INCIDENT PROCEDURES

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This section contains information you should know about...

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Revised April 2022

## INTRODUCTION

California's 2013 Assembly Bill (AB) 2586 changed Education Code 56520 regarding emergency behavioral interventions. The state has continually sought to provide an appropriate and meaningful educational program in a safe and healthy environment for all children regardless of possible physical, mental, or emotional disabilities. Students who exhibit serious behavioral challenges should receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Act (IDEA) and its implementing regulations. Assessments and positive behavioral interventions and support (PBIS) should be developed and implemented in accordance with the United States Department of Education and technical assistance centers sponsored by the Office of Special Education (OSEP).

When behavioral interventions, supports, and other strategies are used, they must be used in consideration of the student's physical freedom and social interaction. Interventions, supports and strategies must be administered in a manner that respects human dignity, civil rights, and ensures a student's right to placement in the least restrictive educational environment. When the student is also the responsibility of another agency for residential care or related services, the behavioral intervention plans must be developed and implemented in a consistent manner.

## PHILOSOPHY

### *Core Beliefs*

- That all behavior is communicative.
- That all students are individuals with unique needs who are capable of growth and change.
- That all students must be treated with dignity and respect; and
- That all students deserve a chance to succeed.

### *Assumptions*

- The teacher views behaviors as having a communicative intent and has explored the use of positive strategies to teach more appropriate behavior prior to using restrictive emergency procedures.
- Effective teachers knowingly use behavior management procedures every day.
- Prior to consent for assessment, the school and parent/guardian will have discussed the student's needs.
- School expectations will have been clearly communicated to student and parent.

AB 2586, authored by Assemblywoman Theresa Hughes, was enacted by the California State Legislature in January 1991, and codified in California Education Code as Section 56520. The supporting regulations were revised January 1, 1995, (CCR Title 5 3001 and 3052). AB 86, a budget omnibus trailer bill, repealed the “Hughes Bill,” which was a California behavior intervention program mandate for special education students who exhibited serious behavioral problems. AB 86 now requires behavior interventions for special education students to align more closely with federal law, as identified in the Individuals with Disabilities Education Act (“IDEA”) and its regulations. AB 86 revises Education Code sections 56520-56525 and requires the Superintendent of Public Instruction to repeal Sections 3052 and 3001(d)-(g) and (ab) of Title 5 of the California Regulations.

Federal legislation was developed to provide a way to assess, analyze and provide positive behavioral intervention and monitoring for special education students exhibiting serious behavior problems that significantly interfere with the implementation of goals and objectives of the IEP. Serious behaviors are defined as:

“...behaviors which are self-injurious, assaultive or cause serious property damage for which instructional/behavioral approaches specified in the student’s IEP are found to be ineffective.”

This Procedural Handbook contains information regarding:

- SBCSELPA approved emergency procedures.
- Evaluation of the Behavior Intervention Plan (BIP) effectiveness; and
- Requirements for those writing Behavior Intervention Plan.

## PROCEDURES FOR SYSTEMATIC USE OF POSITIVE BEHAVIORAL INTERVENTIONS AND EMERGENCY INTERVENTIONS

### POSITIVE BEHAVIOR INTERVENTION DEFINITION:

Behavioral intervention: is the systematic implementation of procedures that result in lasting positive changes in the individual's behavior. They are designed to provide:

- Greater access to a variety of community settings.
- Greater access to social contacts and public events.
- Ensure the individual's rights to placement in the least restrictive environment; and
- An educational environment as outlined in the individual's IEP.

Such interventions shall only be used to replace specified maladaptive behavior(s) with alternative acceptable behavior(s) and shall never be used solely to eliminate maladaptive behaviors.

A referral for a Functional Behavior Assessment (FBA) and subsequent IEP team meeting at which a Behavior Intervention Plan may be written is mandated whenever:

1. The IEP team finds that instructional/behavioral approaches specified in the student's IEP have been ineffective, or
2. The IEP Team determines at an IEP meeting the necessity for a FBA after any Behavioral Emergency Report has been written regarding an individual who does not have a Behavior Intervention Plan.

Nothing in this section shall preclude a parent or legal guardian from requesting a FBA pursuant to provisions of Education Code Sections 56330, et. seq.

The criteria to be used to determine the possible need for special behavioral interventions include the following:

1. A pupil demonstrates a *continuous serious* behavior problem which poses a *threat of injury* to self, other pupils, and/or staff, AND/OR
2. A pupil demonstrates *continuous serious* property damage, AND/OR
3. A pupil demonstrates a *severe* behavior problem that is *pervasive and maladaptive* which *requires* the *systematic and frequent* application of *behavioral intervention* including special behavioral interventions, AND
4. The severe behavior *significantly interferes with* implementation of the *pupil's IEP goals and objectives*, AND
5. A behavioral program involving positive-only behavioral interventions has been unsuccessful in reducing the pupil's behavior to a safe level, OR
6. The IEP team determines that it would be unsafe to provide a trial of positive-only behavioral programming for a pupil based on research suggesting that the use of

special behavioral interventions (along with positive behavioral interventions) is more effective in quickly reducing dangerous behaviors (particularly self-injurious behaviors).

### **NOTE**

It is to be expected that in a significant majority of the cases where individuals with exceptional need are exhibiting inappropriate behavior, the behavior problem can be addressed appropriately through development of a Behavior Intervention Plan. *SIRAS IEP 6G-1: Behavior Intervention Plan (IEP6G:)*, or a district equivalent, should be used for this purpose. The IEP Team will record on this form the function of the student's behavior (i.e., what is the student attempting to achieve through his/her behavior), the replacement behavior that the Team has identified for the student to use instead, and the instructional approaches and interventions that will be used to assist the student to learn to utilize the more positive behavior.

## **EMERGENCY INTERVENTIONS**

### **Guiding Principles**

These emergency principles support revisions to Education Code 56521.1.

- Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the student with disabilities, 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.
- Emergency interventions shall not be used as a substitute for the systematic behavioral intervention plans that designed to change, replace, modify, or eliminate a targeted behavior.
- No emergency intervention shall be employed for longer than is necessary to contain the behavior. Any situation that requires prolonged use of an emergency intervention shall require staff to seek assistance of the school site administrator or law enforcement agency, as applicable to the situation.

### **Prohibitions**

Emergency interventions by LEA staff MAY NOT include:

1. Locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
2. Employment of a device, material, or objects that simultaneously immobilize all four extremities.
3. An amount of force that exceeds that which is reasonable and necessary under the circumstances.
4. Any form of physical intervention not taught by an LEA-approved, currently trained, CPI instructor.

## **PROHIBITED BEHAVIORAL INTERVENTIONS**

In addition, Education Code 56521.2 specifically prohibits a local education agency (LEA), nonpublic school or nonpublic agency (NPS/A) serving individuals with exceptional needs from authorizing, ordering, consenting to, or paying for the following interventions, or any other interventions 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.
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 individualized education program (IEP) team shall consider the use of positive behavioral interventions and supports, and other strategies, to address the behavior of concern.



## **APPROVED BEHAVIORAL EMERGENCY PROCEDURES**

### **For** **Students and Staff Care, Welfare, Safety and Security**

A behavior emergency is the demonstration of a serious behavior problem which has not previously been observed and for which a Behavior Intervention Plan (BIP) has not been developed; or for which a previously designed behavior intervention is not effective or de-escalation procedures have not been effective.

1. Applies to unpredictable and spontaneous behavior. Aggressive behavior which is part of a student's regular pattern of behavior must be addressed in a BIP.
2. Applies ONLY if less restrictive techniques are not successful e.g., if a student is throwing chairs and you are able to provide him/her with physical space and she/he does not stabilize.

Only emergency procedures that have been approved by the SBCSELPA may be used. Only staff who have been trained in utilizing these procedures may implement them. Correct use of these procedures is taught in trainings offered by the SBCSELPA multiple times annually.

SBCSELPA utilizes NCPI: Nonviolent Crisis Prevention ~~and~~ Intervention certification for emergency procedures. Staff must renew certification every two years.

Key points to remember about emergency interventions:

1. Emergency procedures should protect the safety and personal dignity of all parties.
2. Emergency procedures should be applied only when safety requires them and may not be used in lieu of a systematic positive BIP.
3. Emergency procedures should only be applied at the last resort, when all other less restrictive interventions have been exhausted.
4. Opportunities for establishing safety and rapport are considered as part of the emergency procedures.

## **BEHAVIORAL EMERGENCY REPORT**

### **Writing a Behavioral Emergency Report**

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider shall be notified within one school day if an emergency intervention is used, or serious property damage occurs.

A "Behavioral Emergency Report" (BER) shall immediately be completed and maintained in the student's file. Those involved will meet to jointly complete the attached report form. The BER and the Incident Report must include all the following:

1. The Name / SSID and DOB of the student.
2. The setting and location of the incident.
3. The name(s) of the staff or other persons involved.

4. A description of the antecedent behavior that student was engaged in as well as the staff's response with the student during this time.
5. A description of the behaviors the student engaged in as well as the response of the staff member.
6. If the student engaged in behaviors that posed a clear and present danger of physical harm to the student or others, that cannot be immediately prevented by a response less restrictive than a temporary CPI application used to contain the behavior, staff will complete the crisis section and describe the student's behavior and the response of staff members.
7. Whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan.
8. Details of any injuries sustained by the individual with exceptional needs, or others, including staff, because of the incident 30521.1 (e).

All BERs and Incident Reports shall immediately be forwarded to, and reviewed by, a designated responsible administrator. If the individual with exceptional needs is receiving services from a nonpublic school, nonpublic agency, and/or a residential treatment center, a copy of the report must be sent to the SELPA per the Master Contract. The SELPA Behavioral Emergency and Incident Report Form is included with this document.

### **Follow-up IEP Meeting Requirements**

Anytime a "Behavioral Emergency and Incident Report" is written regarding an individual with exceptional needs who does not have a positive behavioral intervention plan to address the documented behaviors, the designated responsible administrator shall:

1. Within one Day: Contact parent.
2. Within two (2) Days: Schedule an IEP team meeting to review the emergency report and determine the need for a Functional Behavioral Assessment (FBA) and/or need for an interim plan within 30 calendar days.
3. At the IEP meeting: The IEP team shall document in the IEP Team Meeting, in the notes page, the reasons for either conducting or not conducting an FBA and/or not developing an interim tier II behavior plan OR initiate an FBA.
4. Ensure that the FBA is completed as soon as possible so that results and recommendations for development or modification of a positive behavioral intervention plan are available for review by the IEP team.

Anytime a Behavioral Emergency and Incident Report is written regarding an individual with exceptional needs who has a positive behavioral intervention plan (PBIP), an incident involving a previously unseen serious behavior problem, or where a previously designated intervention is ineffective, the administrator shall refer the incident to the IEP team to review and determine if the incident constitutes a need to modify the PBIP.

An IEP team or behavioral intervention planning team capitalizes on the experience and expertise of all its members. The individual's parents, general education teachers, school psychologist, program specialist, or other interested staff, all have an integral part in the planning and intervention process.

SBCSELPA will review all BERS submitted to [BER@sbcseelpa.org](mailto:BER@sbcseelpa.org) and offer support when requested by LEA staff.

### **Compliance Requirements**

AB 86 was signed to ensure that California implements the federal Individuals with Disabilities in Education Act (20 U.S.C. Sec. 1400 et seq.) and associated federal regulations. This procedure is intended to prove the clarity, definition, and specificity necessary for LEAs to comply with these requirements. The state Superintendent may monitor the LEA compliance with these Education Code sections and may take appropriate action, including fiscal repercussions, if either of the following is found:

1. The LEA failed to comply with this chapter and failed to comply substantially with corrective action orders issued by the California Department of Education resulting from monitoring findings or compliant investigations.
2. The LEA failed to implement the decision of a due process hearing officer based on noncompliance with this part wherein noncompliance resulted in the partial denial of, or impeded the delivery of, a free and appropriate education for an individual with exceptional needs.

### **FUNCTIONAL BEHAVIORAL ASSESSEMENT**

When the use of special behavioral interventions is considered for a pupil with a continuous serious behavior problem, a proposed assessment plan will be developed by the Case Manager which describes the components to be included in the Functional Behavioral Assessment of the pupil's behavior *PWN and Assessment Plan (NC 3)*. A Functional Behavioral Assessment (FBA) is an analytical process based on observations, review of records, interviews, and data analysis to determine the function the behavior serves for the student, how that function can be met more appropriately and how the environment can be altered to better support general positive behaviors, and functionally equivalent replacement behaviors. The FBA will include data from direct observation, interviews with significant others, environmental analysis, and review of available data. Prior to conducting the assessment, parent notice and consent shall be given and obtained. The FBA must be conducted by, or under the supervision of a person who has documented training in behavioral analysis with an emphasis on positive behavioral interventions.

Where a student does not have a Behavior Intervention Plan (BIP) in place following a Behavioral Emergency Report (BER), school districts are required to schedule IEP meeting within two school days. The IEP team must review the BER to determine the necessity for a FBA and an interim plan, pending development of a BIP, if needed.

The FBA procedures shall include all the following:

1. Systematic observation of the occurrence of the targeted behavior for an accurate definition and description of the frequency, duration, and intensity.
2. Systematic observation of the immediate antecedent events associated with each instance of the display of the targeted inappropriate behavior.

3. Systematic observation and analysis of the consequences following the display of the behavior to determine the function the behavior serves for the individual, i.e., to identify the specific environmental or physiological outcomes produced by the behavior. The communicative intent of the behavior is identified in terms of what the individual is either requesting or protesting through the display of the behavior.
4. Ecological analysis of the settings in which the behavior occurs most frequently. Factors to consider should include the physical setting, the social setting, the activities and the nature of instruction, scheduling, the quality of communication between the individual and staff and other students, the degree of independence, the degree of participation, the amount and quality of social interaction, the degree of choice, and the variety of activities.
5. Review of records for health and medical factors which may influence behaviors (e.g., medication levels, sleep cycles, health, diet); and
6. Review of the history of the behavior to include the effectiveness of previously used behavioral interventions.

Following the assessment, a *Functional Behavior Assessment Report* (SELPA42) shall be prepared, and a copy shall be provided to the parent. The report shall include all the following components:

1. Identifying student information.
2. A description of the nature and severity of the targeted behavior(s) in clear, measurable, and observable terms.
3. A description of the targeted behavior(s) frequency, intensity, and/or duration that includes baseline data and an analysis of the antecedents and consequences that maintain the targeted behavior, and a functional analysis of the behavior across all appropriate settings in which it occurs.
4. Determination and rationale of whether the behavior is impeding the learning of the student or peers.
5. A review of Tier II Strategies or other positive behavioral interventions and strategies. If strategies have been utilized, then include the results of the interventions and/or strategies.
6. A review of environmental factors, including reported and observed predictors and what supports the student's use of these behaviors; and
7. Hypothesis of the function of the behavior based on data collection and a description of the suggested functionally equivalent replacement behaviors.
8. Recommended behavior interventions and teaching strategies.

## **IEP MEETING FOLLOWING THE FUNCTIONAL BEHAVIORAL ASSESSMENT**

Upon completion of the Functional Behavioral Assessment (FBA), an IEP team meeting shall be held to review results and, if necessary, to develop the Behavior Intervention Plan (BIP). The IEP team shall review the Functional Behavior Assessment Report (Form SELPA42) and determine whether special behavioral interventions are needed to reduce the target behavior(s).

The BIP is a written document which is developed whenever an individual exhibits a serious behavioral problem that significantly interferes with implementation of the goals and objectives of the individual's IEP. When it is determined that special behavioral interventions are needed, the BIP will be developed based on the FBA which emphasized the use of positive behavioral interventions and describes a hierarchy of interventions.

When special behavioral interventions are included as part of the BIP, they will be used in consideration of the pupil's physical freedom, social interaction, and individual choice. Further, special behavioral interventions will be administered in a manner which respects the pupil's human dignity and personal privacy.

BIPs shall only be implemented by, or be under the supervision of, staff with documented training in behavior analysis, including the use of positive behavioral interventions.

### **BEHAVIOR INTERVENTION PLAN**

The *Behavior Intervention Plan (IEP 6G-1, 6G)* shall become part of the IEP. A copy of the plan shall be provided to the person or agency responsible for implementation in non-educational settings. The plan shall include the following components:

1. A summary of relevant and determinative information gathered from a Functional Behavioral Assessment.
2. An objective and measurable description of the targeted maladaptive behavior(s) and replacement positive behavior(s).
3. The individual's goals and objectives specific to the Behavior Intervention Plan for the target and replacement behavior(s).
4. A detailed description of the behavioral interventions to be used and the circumstances for their use.
5. Specific schedules for recording the frequency of the use of the interventions and the frequency of the targeted and replacement behaviors; including specific criteria for discontinuing the use of the intervention for lack of effectiveness or replacing it with an identified and specific alternative.
6. Criteria for referral back to the IEP team when designated special behavioral interventions appear ineffective.

7. Criteria by which the use of special behavioral interventions will be reduced and/or less intensive/frequent special behavioral interventions will be used.
8. A description of the extent to which special behavioral interventions will be used across settings in which the IEP is being implemented (playgrounds, integrated classroom settings, work sites, etc.) and (to the extent known) a description of the use of special behavioral interventions in settings for which the LEA does not have responsibility (home, residential facility, etc.).
9. Specific dates for periodic review by the IEP team of the "efficacy" of the Behavior Intervention Plan; and
10. The frequency of consultation to be provided by School Psychologist, BCBA, and/or Mental Health Specialist to staff and parents responsible for implementing the plans.

Positive programming to include in a Behavior Intervention Plan may include the following:

1. Altering the identified antecedent event to prevent the occurrence of the behavior.
2. Teaching the individual alternative behaviors that produce the same consequences as the inappropriate behavior.
3. Teaching the individual adaptive behaviors which ameliorate negative conditions that promote the display of inappropriate behaviors.
4. Manipulating the consequences for the display of targeted inappropriate behavior and alternative, acceptable behaviors, so that it is the alternative behaviors that more effectively produce the desired outcomes.
5. Teaching the individual underlying skills to ameliorate existing skill deficits and reducing the display of inappropriate behavior.

When the targeted behavior(s) occur(s), acceptable responses shall include but are not limited to one or more of the following:

1. The behavior is ignored, but not the individuals.
2. The individual is verbally, or verbally and physically, redirected to an activity.
3. The individual is provided with feedback.
4. The message of the behavior is acknowledged; and
5. A brief, physical prompt is provided to interrupt or prevent aggression, self-abuse, or property destruction.

## **BEHAVIORAL INTERVENTION REVIEW**

Program effectiveness will be reviewed by the teacher, school psychologist, parent or care provider, and others as appropriate at scheduled intervals determined by the IEP team. This review may be conducted in meetings, by telephone conference, or by other means, as agreed upon by the IEP team.

The review shall include:

1. A review of the Behavior Intervention Plan (BIP) effectiveness including effect on the target behavior(s) and the replacement behavior(s).
  
2. Recommendations for continuing, discontinuing, or modifying the BIP, or recommendation for additional Functional Behavior Assessment with possible modification to the BIP.

Each modification or change shall be addressed in the BIP provided that the parent, or parent representative, is notified of the need and is able to review the existing program evaluation data prior to implementing the modification or change. Parents shall be informed of their right to question any modification to the plan through the IEP process.

To promote the systematic use of Behavioral and Emergency Interventions, trainings developed by SBCSELPA staff shall be made available for staff who are writing Functional Behavior Assessments and Behavior Intervention Plans, including teachers, school psychologists, related service providers, and instructional assistants.

## **WHAT FORMS SHOULD BE USED**

The following forms should be used with positive behavior intervention procedures:

- IEP 6G: Behavior Intervention Plan 6 page to accompany FBA
- IEP 6G-1: Behavior Intervention Plan 2 page
- SELPA 13: Environmental Analysis Summary of Observations
- SELPA34: Behavioral Emergency Report (E)
- SELPA42: Functional Behavioral Assessment Report (E)
- SELPA47: Functional Behavioral Assessment Summary (E)
- SELPA60: Functional Assessment Observation Form (E)
- SELPA62: Behavioral Intervention Plan Data Collection (E)

### NOTE

E = ENGLISH and S = SPANISH
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SELPA and Supplemental IEP forms can be found on SBCSELPA's on-line SIRAS Systems, [www.sirassystems.org](http://www.sirassystems.org).

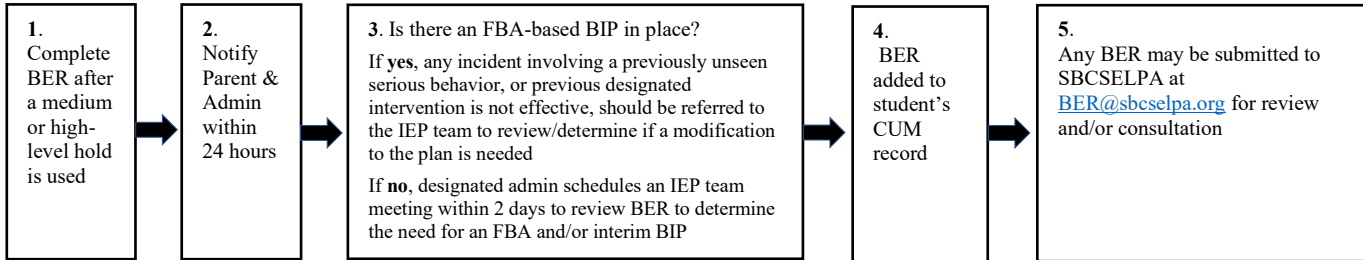


**BEHAVIOR EMERGENCY REPORT**

- ⇒ EC 56521.1 (a) - A Behavior Emergency Report shall immediately be completed and maintained in the student's file when an emergency intervention is used, or serious property damage occurs. 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 control the behavior.
- ⇒ EC 56521.1 (e) - To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parents, the guardian, and the residential care provider, shall be notified within one school day if an emergency intervention is used.

**Santa Barbara County SELPA - BER Reporting Protocols**

1. This form is to be completed when a medium- or high- level hold is used, at minimum. All school districts in the Santa Barbara County SELPA and Non-Public Agencies serving Santa Barbara County SELPA students may only use techniques of crisis intervention taught by a certified instructor of the Nonviolent Crisis Intervention© program.
2. Parents and administration will be notified within 24 hours
3. Is there a BIP being implemented?  Yes  No  
 ⇒If *yes*, any incident involving a previously unseen serious behavior, or previous designated intervention is not effective, should be referred to the IEP team to review/determine if a modification to the plan is needed.  
 ⇒If *no*, designated admin schedules an IEP team meeting within 2 days (to be held within 30 days) to review BER to determine necessity for an FBA and interim plan
4. BER must be added to the student’s cumulative record.
5. Any BER may be submitted to SBCSELPA at [BER@sbcselpa.org](mailto:BER@sbcselpa.org) for review and/or consultation.



**Incident Information**

Student Name / SSID:	Date of Birth:
District of Residence:	School:
Date and Location of Incident:	Time Incident Began and Ended:
Time/Mode of Parent Notification:	Site Administrator:
Law Enforcement contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No Incident Report #: Name of person who took report:	Injury/Medical staff involved: (ie. Nurse, EMS, etc.):
Person(s) completing BER:	All Staff directly involved in Emergency Intervention:
First BER for student? <input type="checkbox"/> Yes <input type="checkbox"/> No	If No, Date of last BER: _____ Total BERs in last 30 days: _____
Was a CPI Holding Skill utilized? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of last FBA? _____ Date of current BIP? _____

**Santa Barbara County SELPA-Approved Emergency Intervention Holding Skills (check all used)**

<input type="checkbox"/> Seated Position	<input type="checkbox"/> Transport (Moderate resistance)	<input type="checkbox"/> Seated Position	<input type="checkbox"/> Transport (Moderate resistance)
<input type="checkbox"/> Standing Position	<input type="checkbox"/> Children’s Control Position	<input type="checkbox"/> Standing Position	<input type="checkbox"/> Children’s Control Position
			<input type="checkbox"/> Team Control

**Copies to (add date below):**

Site Administrator (ALL BERs)	Student Cumulative File (ALL BERs)	Parent (ALL BERs)	SELPA Office (if submitted to <a href="mailto:BER@sbcselpa.org">BER@sbcselpa.org</a> )

**Investigation of Incident Details**

*Must be completed by staff and Case Manager / Site Administrator*

<b>To Complete</b>	<b>Examples</b>
<p><u>Anxiety Behavior</u>: What happened before the student showed Defensive Behavior?</p> <p><u>Staff response</u>: What strategies/interventions were attempted to reduce the risk of this behavior?</p>	<p><i>Ex: Pacing, nervousness, distractibility, expression shift, tone/volume, fidgeting</i></p> <hr/> <p><i>Supportive: Relax/downplay, proximity active listening/reflecting, reduce academic demand, simple language, allow verbal release, offer break</i></p>
<p><u>Defensive Behavior</u>: What behaviors indicated student escalation?</p> <p><u>Staff response</u>: What strategies/interventions were attempted to reduce the risk of this behavior?</p>	<p><i>Ex: Verbal/physical release, refusal, questioning, verbal aggression, name calling, breathing change, intimidation</i></p> <hr/> <p><i>Directive: Downplay, stay on topic, give rational response, limit-setting, remove audience, seek assistance; clear directives/redirect</i></p>
<p><u>Risk Behavior</u>: Identify student actions of imminent risk of harm to self, others, or property:  <b>Note: Serious Property Destruction is not considered imminent risk requiring a Hold unless individual harming self/others.</b></p> <p><u>Staff Response</u>: Staff emergency interventions utilized (CPI, 911, SAFTY, etc.)</p>	<p><i>Ex: Physical aggression, throw objects (towards others), self-injury, elopement w/risk (street, parking lot)</i></p> <hr/> <p><i>Safety: Safe Distance, safety-sweep, remove bystanders, NCPI, 911, SAFTY</i></p>
<p><u>Tension Reduction</u>: How did student demonstrate there is no longer imminent risk requiring emergency intervention?</p> <p><u>Staff Response</u>: How was student's de-escalation supported?</p>	<p><i>Can follow directions, breathing regulates, can briefly discuss incident w/o re-escalation, visible display of calm</i></p> <hr/> <p><i>Rapport: Calm down time, nurture, support recovery, review expectations, plan alternate behavior</i></p>
<p><u>Other Relevant Information</u>:</p>	<p><i>Incidents/events not within CPI cycle, property destruction, nonlinear events, additional incident details, precipitator factors</i></p>

**Copies to (add date below):**

Site Administrator (ALL BERs)	Student Cumulative File (ALL BERs)	Parent (ALL BERs)	SELPA Office (if submitted to <a href="mailto:BER@shcselpa.org">BER@shcselpa.org</a> )

**Additional Notes (as needed)**

Please use this additional space for documentation, added notes, etc.

**BER Follow-Up**

**CPI COPING Model (OPTIONAL)**

<u>Student</u>		<u>Staff</u>
<b>Control-</b> Ensure emotional/physical control is regained <ul style="list-style-type: none"> <li>I'd like to talk about what happened earlier. Do you have a few minutes?</li> </ul>	<b>C</b>	<b>Control-</b> Ensure staff emotional/physical control regained. Start conversation by acknowledging staff's feelings & asking for permission to discuss.
<b>Orient</b> yourself to the basic facts. What, where, when, who (has been affected), why? <ul style="list-style-type: none"> <li>Nonjudgmental active listening towards every person involved.</li> </ul>	<b>O</b>	<b>Orient</b> yourself to the basic facts. What, where, when, who (has been affected), why? <ul style="list-style-type: none"> <li>Nonjudgmental active listening towards every person involved.</li> </ul>
<b>Patterns-</b> Look for behavioral patterns. <ul style="list-style-type: none"> <li>Is this the first time the student reacted this way? Recurring event?</li> <li>Precipitating Factors?</li> </ul>	<b>P</b>	<b>Patterns-</b> Look for patterns <i>in staff response</i> to the behavior. <ul style="list-style-type: none"> <li>Review staff response history.</li> <li>Do staff have Precipitating Factors?</li> </ul>
<b>Investigate</b> alternatives to the behavior <ul style="list-style-type: none"> <li>What could you do differently next time?</li> <li>How could staff support you next time?</li> <li>What should we do to make things right?</li> <li>What were your thoughts during the incident?</li> <li>What resources do you have available?</li> </ul>	<b>I</b>	<b>Investigate</b> ways to strengthen staff responses. With team members, propose and discuss potential solutions. <ul style="list-style-type: none"> <li>What were your thoughts during the incident?</li> <li>What changes should be considered to help prevent crisis events?</li> <li>What skills can staff/team members practice?</li> <li>Any gaps in training?</li> </ul>
<b>Negotiate</b> future approaches and behavioral expectations. <ul style="list-style-type: none"> <li>What can we do to help when you feel distressed?</li> <li>Anything you don't want us to do?</li> </ul>	<b>N</b>	<b>Negotiate</b> changes that will improve future interventions. Reinforce what is working well. <ul style="list-style-type: none"> <li>"Anything you would have done differently?"</li> <li>Discuss to gain buy-in from all staff/team members.</li> </ul>
<b>Give</b> back responsibility; provide support and encouragement. <ul style="list-style-type: none"> <li>"I appreciate you talking with me. Do you agree with the plan we discussed?"</li> </ul>	<b>G</b>	<b>Give</b> support and encouragement. Reinforce trust and confidence in team's ability to respond during next crisis. <ul style="list-style-type: none"> <li>Review how to provide positive supports across <i>all</i> settings.</li> </ul>
<b>Notes:</b>		<b>Notes:</b>

**Copies to (add date below):**

Site Administrator (ALL BERs)	Student Cumulative File (ALL BERs)	Parent (ALL BERs)	SELPA Office (if submitted to <a href="mailto:BER@sbcselfpa.org">BER@sbcselfpa.org</a> )

PROCEDURAL HANDBOOK

SECTION

7

Low Incidence Disabilities and Services

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This section contains information you should know about.....

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Updated April 2022

## Low-Incidence Disabilities

The Individuals with Disabilities Education Act (IDEA) Section 1462(c) defines low-incidence disabilities as :

- a visual or hearing impairment, or simultaneous visual and hearing impairments.
- a significant cognitive impairment; or
- any impairment for which a small number of personnel with highly specialized skills and knowledge are needed for children with impairments to receive early intervention services or a free appropriate public education.

### Definition of Low Incidence Disabilities

Low Incidence Disability is defined as a severe disabling condition with an expected incidence rate of less than one percent of total statewide enrollment in special education. Ed code sections relevant to Low Incidence funding and accountability are listed below.

<u>Code</u>	<u>Disability Category*</u>
<u>220</u>	<u><b>Hard of Hearing (HH):</b> Hard of Hearing means hearing impairment, whether permanent or fluctuating, that adversely affects a child's educational performance, but that is not included under the definition of "deaf" in this section.</u>
<u>230</u>	<u><b>Deafness (DEAF):</b> Deafness means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification, which adversely affects educational performance.</u>  <u><b>Hearing Impairment (HI):</b> Hearing Impairment is a federal category of disability, which includes both hard of hearing and deaf individuals as defined above. (34 CFR §300.7(c)(3))250</u>
<u>250</u>	<u><b>Visual Impairment (VI):</b> Visually Impaired, including blindness, means impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partially seeing and blind children. (34 CFR §300.7(c)(13))</u>
<u>270</u>	<u><b>Orthopedic Impairment (OI):</b> Orthopedic Impairment means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, absence of some member, etc.); impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.); and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns which cause contractures)</u>

<u>300</u>	<p><b><u>Deaf-Blindness (DB):</u></b>  <b><u>Deaf-Blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness. (34 CFR §300.7(c)(2))</u></b></p>
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**\*If supporting a student with Multiple Disabilities and one eligibility is a Low Incidence disability, list the Low Incidence disability as Primary or Secondary Disability to generate funding.**

**Specialized Services for Low-Incidence Disabilities**

**Section 3051.16 Specialized Services for Low-Incidence Disabilities**

**(a) Specialized services for low-incidence disabilities may include:**

**(1) Specially designed instruction related to the unique needs of pupils with low-incidence disabilities provided by teachers credentialed pursuant Education Code section 44265.**

**(2) Specialized services related to the unique needs of pupils with low-incidence disabilities provided by qualified individuals such as interpreters, notetakers, readers, transcribers, and other individuals who provide specialized materials and equipment.**

**(b) An "educational interpreter" provides communication facilitation between students who are deaf or hard of hearing, and others, in the general education classroom and for other school-related activities, including extracurricular activities, as designated in a student's IEP.**

**An educational interpreter shall be certified by the national Registry of Interpreters for the Deaf (RID), or equivalent; in lieu of RID certification or equivalent, an educational interpreter must have achieved a score of 4.0 or above on the Educational Interpreter Performance Assessment (EIPA), the Educational Sign Skills Evaluation- Interpreter and Receptive (ESSE-I/R), or the National Association of the Deaf/American Consortium of Certified Interpreters (NAD/ACCI) assessment. If providing Cued Language transliteration, a transliterator shall possess Testing/Evaluation and Certification Unit (TECUnit) certification or have achieved a score of 4.0 or above on the EIPA - Cued Speech.**

**(c) Specialized services for pupils with low-incidence disabilities shall be provided only by personnel who possess a credential that authorizes services in special education or clinical rehabilitation services in the appropriate area of disability.**

### Low Incidence (LI) Funding

Low Incidence (LI) funds are for use on behalf of students having a low incidence (LI) primary or secondary disability through the assessment and IEP process. The funds are provided to each SELPA through the California Department of Education and are listed with other special education entitlements on the Funding Exhibits. The allocation of LI funds to the SELPA is based on the prior year CALPADS Census submission in the categories listed above. The SELPA will allocate funds to districts based on current year CALPADS Census.

Education Code Section 56836.22 provides for funds to purchase “specialized” books, materials and equipment as required under the student’s Individualized Education Program (IEP) for students with low incidence disabilities as defined in Section 56026.5

As a condition of receiving these funds, SBCSELPA and LEAs shall ensure that:

- The appropriate related service personnel, books, materials and equipment are purchased.
- Training on the use of items is coordinated as necessary; and
- The books, materials and equipment are reassigned within SBCSELPA to other students with Low Incidence Disabilities once the student that originally received the items no longer needs them.

Low Incidence funds are for materials and/or services for students with an LI disability. SBCSELPA recommends that LEAs consider a tracking and monitoring system for equipment purchased with these funds.

### ELIGIBILITY for Low Incidence Funding

Funds may be used for all students with the Low Incidence disabilities as defined in law, for both primary and secondary eligibility categories. Some students counted as having an orthopedic impairment may not be eligible because they do not have a “severe orthopedic impairment” as per the definition of Low Incidence disabilities in Education Code 56026.5. Students who have severe orthopedic impairments require highly specialized services, equipment, and materials per Education Code Section 5600.5(b).

Education Code Section 56320(g) requires that persons knowledgeable of that disability shall conduct the assessment of a student with a suspected low incidence disability. A low incidence disability does not guarantee the use of low incidence funds. The IEP team reviews assessment data and determines the most appropriate items or services needed to address the student’s unique educational needs. These items or services may or may not be “specialized.” Items, which are found in most classrooms, would not be acquired through low incidence funds.

## Procedures for Purchasing Equipment and/or Services with Low Incidence Funding

The LEA may consider the following when purchasing equipment and/or funding services through LI Funding.

The equipment and services should be:

- appropriate to the eligibility category and appropriate services on their IEP required for the student to meet IEP goals and objectives.
- required for the student to access general education.
- specialized as it relates to a need or the needs of the LI disability.
- identified in a comprehensive evaluation completed by credentialed staff or a provider and who is knowledgeable of the LI disability area(s).

The Annual Budget Plan asks for estimated expenditures for:

- 1) Supplemental Aides and Services in a regular classroom (SACS Function 1130)
- 2) Low Incidence Expenditures

LEAs should consider utilizing codes to specify Low Incidence expenditures for services or personnel in order to have estimates for the Annual Budget Plan. There is no specific SACS code for Low Incidence, so it would need to be LEA defined.

### IEP Service Codes

The IEP team determines the services for the student. A student must have a service code identified in their IEP that is appropriate to the service that is being provided. A student with a specified LI disability typically has one or more of the following as noted below, all of which are allowable services to be funded with LI funds:

<u>Code</u>	<u>Service Description</u>
<u>710</u>	<u>Specialized Deaf and Hard of Hearing Services: 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)</u>
<u>715</u>	<u>Interpreter Services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language</u>



	<u><i>interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student. (CCR Title 5, §3051.16)</i></u>
<u>720</u>	<u><i><b>Audiological Services:</b> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2)</i></u>
<u>725</u>	<u><i><b>Specialized Vision Services:</b> 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.  Service 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)</i></u>
<u>730</u>	<u><i><b>Orientation and Mobility:</b> 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 IEP.</i></u>
<u>735</u>	<u><i><b>Braille Transcription:</b> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by the appropriate agency.</i></u>
<u>740</u>	<u><i><b>Specialized Orthopedic Services:</b> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CAC Title 5, §3030(e) &amp; 3051.16)</i></u>
<u>750</u>	<u><i><b>Note Taking:</b> Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not</i></u>

	<u>include instruction in the process of learning how to take notes.</u>
<u>755</u>	<u>Transcription Services:</u> <u>Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.</u>

### 1. Low Incidence Funding Parameters

a. Prior to requesting purchase of new equipment, the LEA and representatives should check other resources such as collaborating with the SBCSELPA AT/AAC Specialist, (for suggestions and recommendations). Resources are available on the CDE website, Clearinghouse for Specialized Media and Technology, <https://www.cde.ca.gov/re/pn/sm/>. LEA Special Education Director/district office for any availability of the equipment.

b. The purchase must relate to the unique educational needs resulting from the low incidence disability as indicated in the IEP of the eligible student.

c. Equipment purchased with LI funds is the property of the district in which it was purchased. The equipment is managed by the LEA and should remain within Santa Barbara County SELPA. The equipment is specific to the student's disability and non-transferrable, special arrangements could be made to send the LI equipment with the student to the receiving SELPA.

### 2. IEP Procedures for documenting equipment with LI eligibility

a. Determine Eligibility: The IEP team determines eligibility for a low incidence disability. The Low Incidence eligibility must be documented on the IEP as a primary or secondary disability.

b. Determine Student Needs: The IEP team determines the student's educational needs for item(s) through educational assessments and/or documentation.

c. Educational Assessment: The personnel who assess the student shall prepare a written report, or reports as appropriate, of the results of each assessment. The report shall include, but not be limited to, the need for specialized services, materials, and equipment for students with low incidence disabilities consistent with guidelines established pursuant to §56136.

d. IEP Documentation: The specialized equipment must be written into the (IEP5) Special Factors page including the descriptors:

- How the item will assist the student's instruction in accordance with the IEP.
- How often the item will be used or is needed.
- How the item facilitates participation in the classroom.

- Specific projected student outcomes.
- Justification statement that is related to the student's unique educational needs as identified in the assessment information.

e. Assessments, goals, and objectives are correlated to the justification statement of need.

f. (IEP2B) Present Level of Performance indicates language that reflects assessment information and need for equipment or service support.

- Recommendation: abstain from using specific brand names for purchase.
- Recommendation: Special Factors should be addressed generically. The IEP shows the student has a unique educational need directly related to the low incidence disability and that this need can only be met with specialized books, materials, equipment, and or services.
- Goals must be written to address the unique educational needs, not the desired items or service.
- If the annual IEP goals do not specifically address this educational need, then an amendment IEP with goals that reflect the need for specialized books, materials, and equipment must be written and submitted.

3. Submission of IEP to LEA for purchase of equipment:

a. IEP Team ensures the following documents are completed to support the approval of low incidence equipment or service by the LEA Special Education Administrator:

1. (IEP2) IEP Eligibility
2. (IEP3B) Annual Goals
3. (IEP5) Special Factors page of student IEP
4. (SELPA85) Low Incidence Equipment Purchase form (Optional)

4. Submission of Low Incidence Equipment Purchase Reimbursement from LEA to SBCSELPA (Choose one of the below three options.)

a. After review of the LEA Special Education Administrator, the LEA Special Education Administrator will notify in writing (LEAs may choose to submit the (SELPA 85) to the SBCSELPA Designee for approval of purchase or service using Low Incidence funding LEA Allotment.

b SBCSELPA Executive Director/ SBCSELPA Designee will provide approval of the LI equipment or service to the LEA Special Education Administrator via email.

c. The LEA purchases equipment and or service and provides an invoice of purchase to SBCSELPA for reimbursement using LI funding allotment.

### 5. Recommendation: Labeling of Low Incidence Equipment

Once the low incidence equipment is purchased and received by the LEA, the LEA could add a bar code to the equipment. It is recommended to the LEA that the bar code and equipment item be added to a low incidence inventory spreadsheet housed in the LEAs Special Education database.

#### Student Movement/Transfer

##### 1. If a student moves into SBCSELPA:

When a student moves into the LEA with low incidence equipment already purchased for the student in their last placement, the new LEA could document the equipment using the existing bar code from the prior district or create a new bar code adding the equipment to the low incidence inventory spreadsheet housed in the LEA Special Education database.

If no bar code exists, a bar code will be assigned to the equipment and documented to the low incidence inventory spreadsheet housed in the LEA Special Education database.

##### 2. If a student moves to an LEA within SBCSELPA:

Arrangements between the two LEAs should be made to send the equipment with the student to the LEA within SBCSELPA.

##### 3. If a student moves out of SBCSELPA:

Per CDE FAQs about Low Incidence funds: “if the books, materials, and equipment are still needed by other students with low incidence disabilities in your SELPA, there is no requirement to send it with the student who moved. Providing these resources is the responsibility of the SELPA where the student now resides.

If, however, books, materials and equipment purchased with low incidence funds are unused, SELPAs are encouraged to plan with other LEAs in the current SELPA and neighboring SELPAs to share the unused equipment, books, and materials.

When a student leaves a district and the equipment will not be used by another student in the district, please notify SBCSELPA with a picture and description of the equipment to be determined if it could be used elsewhere by another LEA in Santa Barbara County.

##### 4. Student graduates from high school:

A graduating high school student or student aging out of special education who has a low incidence disability cannot use the specialized equipment purchased for him by his SELPA through low incidence funds in college. To do so would be a gift of public funds which is a violation of law. Pursuant to Education Code 56822 “Books, materials and equipment purchased with low incidence funds remain the property of the state.”

When the student has graduated from high school or is aging out of special education, they are no longer eligible to receive special education services. If equipment will not be used by another student in the district, please notify SBCSELPA with a picture and description of the equipment (books or other supportive materials) to be determined if it could be used elsewhere by another LEA in Santa Barbara County.

### Equipment Maintenance

1. Lost or stolen equipment will not be replaced using low incidence funds. The LEA is responsible for replacement of equipment. Reimbursement to districts for the cost of replacing lost or stolen equipment can be requested if money is available at the end of year.

#### 2. Item No Longer Needed:

If the item(s) has been purchased for one student and is no longer being used by that student, notify the LEA Special Education office. The item can be reassigned to another student who is LI eligible. The IEP for that student must indicate the need for LI equipment.

### Reference Education Codes

EC §56320(g) requires that: "The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines established pursuant to §56136."

EC §56327(h) states, "The personnel who assess the pupil shall prepare a written report, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all the following: "The need for specialized services, materials, and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to §56136."

EC §56345(b)(5) states, "When appropriate, the individualized educational program shall also include...For pupils with low incidence disabilities, specialized services, materials, and equipment, consistent with guidelines established pursuant to §56136."

EC §56206 states, "As a part of the local plan submitted pursuant to §56200, each SELPA shall describe how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve pupils in isolated sites and maximizes the opportunities to serve pupils in the least restrictive environment."

EC §56363(b)(16) states the Related Services "may include but not be limited to: Specialized services for low incidence disabilities, such as readers, transcribers, and vision and hearing services."

*These services are further defined in California Code of Regulations, Title 5, §3051.16: "Specialized Services for low incidence disabilities may include: (b) Specialized services related to the unique needs of pupils with low incidence disabilities provided by qualified individuals such as interpreters, note takers, readers, transcribers, and other individuals who provide specialized materials and equipment."*

*EC § 56364.1 Notwithstanding the provisions of Section 56364.2, pupils with LI disabilities may receive all or a portion of their instruction in the regular classroom and may also be enrolled in special classes taught by appropriately credentialed teachers who serve these pupils at one or more school sites. The instruction shall be provided in a manner which is consistent with the guidelines adopted pursuant to Section 56136 and in accordance with the individualized education program.*

**FORMS TO BE USED**

**(IEP2B) Present Level of Performance page of student IEP**

**(IEP3B) Annual Goals**

**(IEP5) Special Factors page of student IEP**

**(SELPA85) Low Incidence Equipment Purchase form (Optional)**

**E = ENGLISH and S = SPANISH**

**Sample copies of all SELPA forms referenced in this handbook are included in SIRAS Systems  
[www.sirassystems.org](http://www.sirassystems.org)**

**Deaf and Hard of Hearing Services and Referral Process for South and North  
Santa Barbara County**

***Procedures for Proper Functioning of Hearing Aids and External Components  
of Surgically Implanted Medical Devices***

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This section contains information you should know about...

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**Updated June 18, 2021**



## THE LAW

The regulations implementing the Individuals with Disabilities Education Act include a provision regarding the proper functioning of hearing aids and surgically implanted medical devices. This requirement states that: “Each public agency must ensure that the hearing aids and external components of surgically implanted medical devices worn in school by children with hearing impairments, including deafness, are functioning properly.” 34 CFR 300.113.

In this document, hearing aids and surgically implanted medical devices, including but not limited to cochlear implants and/or surgically implanted Bone Anchored Hearing Aids (BAHA), will here after collectively be referred to as “Hearing Devices.”

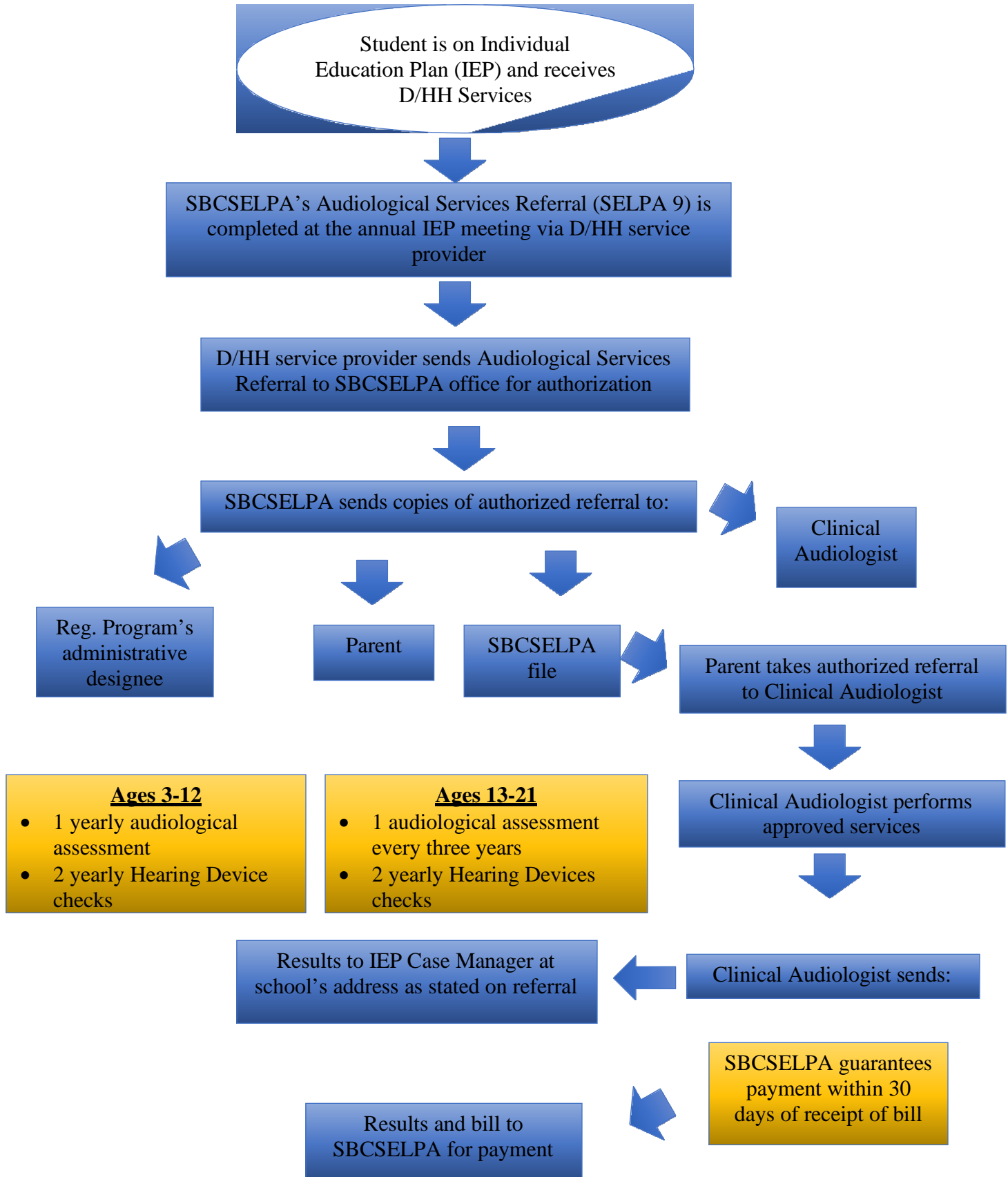
### PROCEDURES FOR HEARING DEVICE CHECKS

Individual Hearing Devices worn by students with hearing loss are checked as the students arrive at school each morning. The general education or Special Day Class teacher (or designated staff member), as appropriate, is responsible for checking each morning to ensure the students’ individual Hearing Devices are functioning properly. Students with the capability to monitor their own Hearing Devices performance (generally beginning in 2<sup>nd</sup> grade) are asked if their Hearing Devices are working properly. Replacement batteries for students’ Hearing Devices will be kept at school for use as needed.

For students who receive D/HH services, the D/HH Specialist is responsible for training each child’s general education or Special Day Class teacher in the procedures to be used to check the Hearing Devices of children with hearing loss enrolled in general education or Special Day Class programs.

If a child’s Hearing Device is not working properly, it is the responsibility of the general education or Special Day Class teacher to contact the child’s D/HH Specialist as soon as possible. The D/HH Specialist and/ or the student’s case manager is responsible for notifying the child’s parent and Educational Audiologist (as needed) regarding the Hearing Device malfunction.

**Annual Audiological Assessment and Hearing Device Checks Referral Process**



### 'South' and 'North' D/HH Services in Santa Barbara County

The Santa Barbara D/HH 'South' County referral process differs from the Santa Barbara D/HH 'North' County process. Please refer to the following pages and flow charts for instructions on D/HH Services throughout 'South' and 'North' Santa Barbara County.

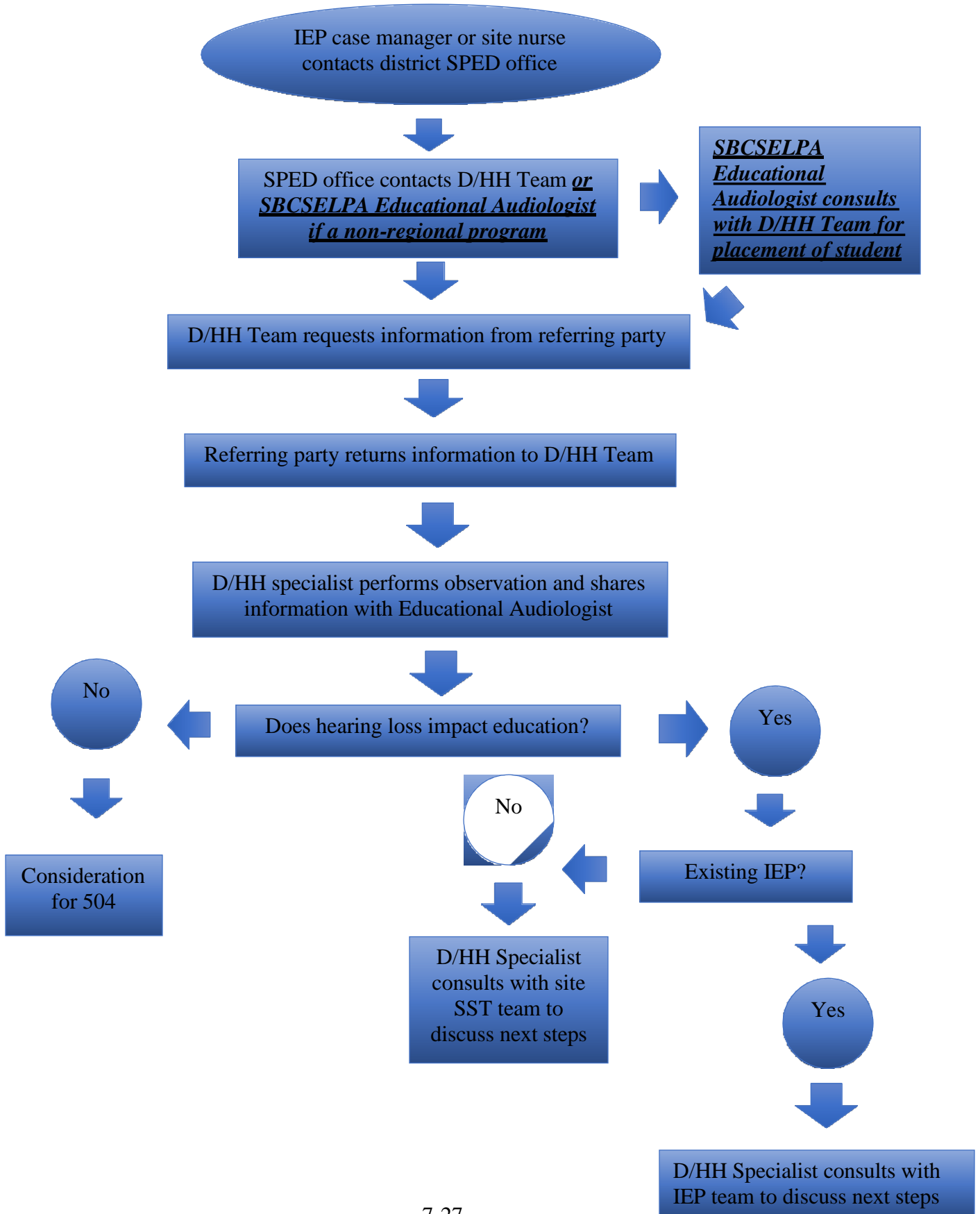
#### Santa Barbara 'South' County D/HH Services

Santa Barbara 'South' County encompasses the districts of Carpinteria Unified School District, Santa Barbara Unified School District, Montecito Union School District, Cold Springs School District, Adelante Charter School, Santa Barbara Charter School, Goleta Union School District, and the Santa Ynez Valley Consortium.

#### Santa Barbara 'North' County D/HH Services

Santa Barbara 'North' County encompasses the districts of Guadalupe Union School District, Orcutt Union School District, Santa Maria Joint Union High School District, Santa Maria Bonita School District, Lompoc Unified School District, and Cuyama Unified School District.

### Santa Barbara County D/HH 'South' County Procedures: D/HH Request for Consultation (RFC)



Referral process for Deaf/Hard of Hearing (D/HH) Specialist and Educational Audiology services in  
‘South’ Santa Barbara County

The Santa Barbara ‘South’ County D/HH program offers regional D/HH services through the districts’ D/HH Specialists and SBCSELPA Educational Audiologist.

The Santa Barbara ‘South’ County Program offers a regional Total Communication Elementary Program, in addition to students being served through itinerant services on district campuses. Total Communication is an approach to communicating that aims to make use of several modes of communication such as signed, oral, auditory, written, and visual aids, depending on the needs and abilities of the student.

Upon receiving a student to a ‘South’ county district with D/HH Services, the IEP Case Manager or District nurse will contact the Special Education Office to notify the district of the D/HH service.

If receiving a student to a ‘South’ county non-regional district program, such as Cold Springs School District, Hope School District, Santa Barbara Charter School, Montecito Union School District, Adelante Charter School, the Santa Ynez Valley Special Education Consortium, or Carpinteria Unified School District, the SBCSELPA Educational Audiologist will be sent the referral (s) to review.

In collaboration with South County D/HH Specialists, the SBCSELPA Educational Audiologist will determine which D/HH Specialist will be assigned to the student (s), based on current case management and service time.

The Special Education District Office will contact the D/HH Specialists Team to share the student information. The D/HH Specialists Team requests the following information from the referring staff (case manager or nurse):

- The current IEP and Multidisciplinary Report.
- A recent audiogram from the student’s physician/clinical audiologist, preferably from within the past six months, but no older than 12 months.
- Audiological/medical records.

The D/HH Specialist presents to the parent or guardian the ‘Request for Deaf and Hard of Hearing Observation Consent’ (SELPA41) to observe the student to gather further information on the student’s academic performance with the hearing loss and their access to all environments within the school setting.

The information from the observation is shared with the Educational Audiologist as needed to collaborate on next steps for the student. Through the collaboration, the D/HH Specialist determines if the hearing loss impacts the educational performance of the student.

If the student's hearing loss does not impact the educational performance of the student, the D/HH Specialist will recommend to an SST Team the consideration of support through a 504.

If there is evidence that the hearing loss does impact the student's educational performance, the following actions may occur if the student does or does not have an existing IEP:

No existing IEP:

- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student does not currently have an IEP, the D/HH Specialist will contact the school's SST team to determine next steps for support of the student.

Existing IEP:

- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has an academic IEP, the D/HH Specialist will discuss next steps with the IEP Team.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has a Speech only IEP, an IEP meeting will need to be held to discuss the need for a psychoeducational assessment plan, to include D/HH Specialist, School Psychologist, and Special Education Teacher to determine if factors besides the hearing loss may be impacting the student's learning.

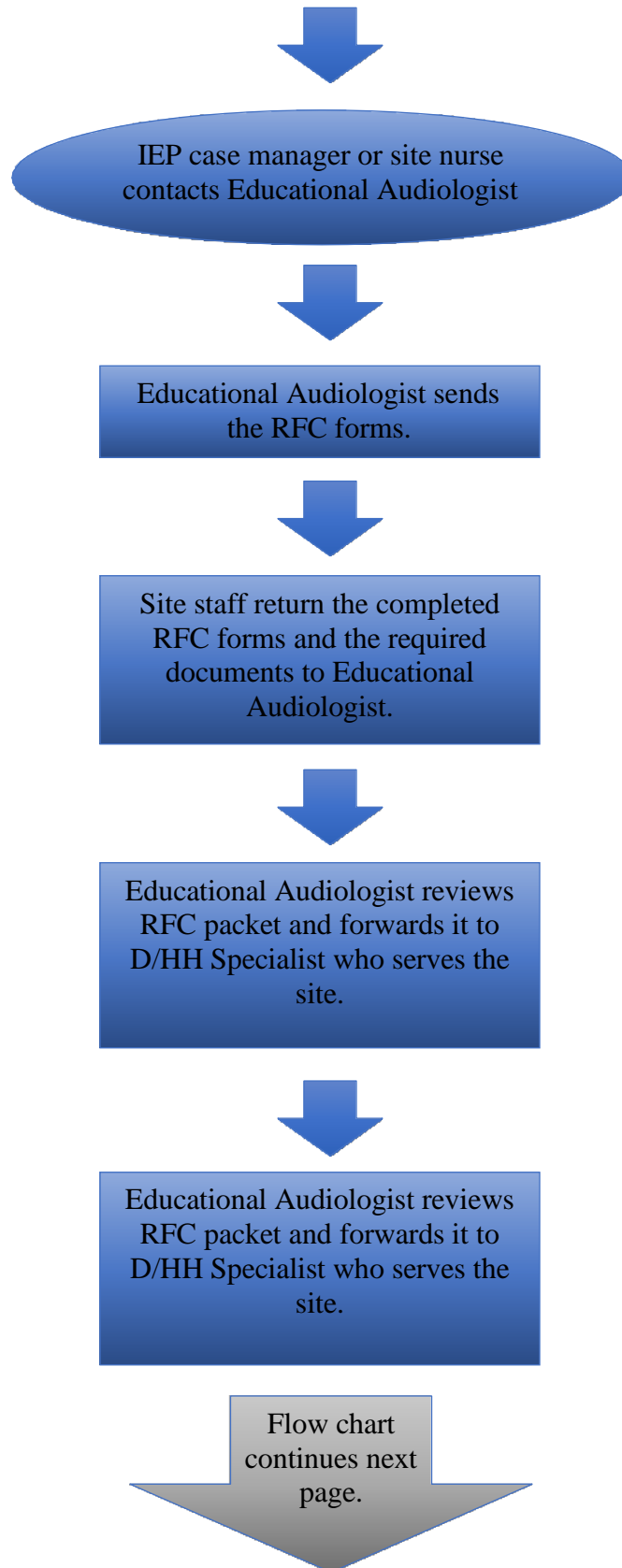
#### SBCSELPA Educational Audiology Services

Not all students served by D/HH Specialists receive Educational Audiology services. The Educational Audiologist does not work with every student with Hearing Devices. Students who require Hearing Assistance Technology ('HAT', formerly known as 'FM equipment') to gain auditory access to the curriculum will require occasional support from the SBCSELPA Educational Audiologist.

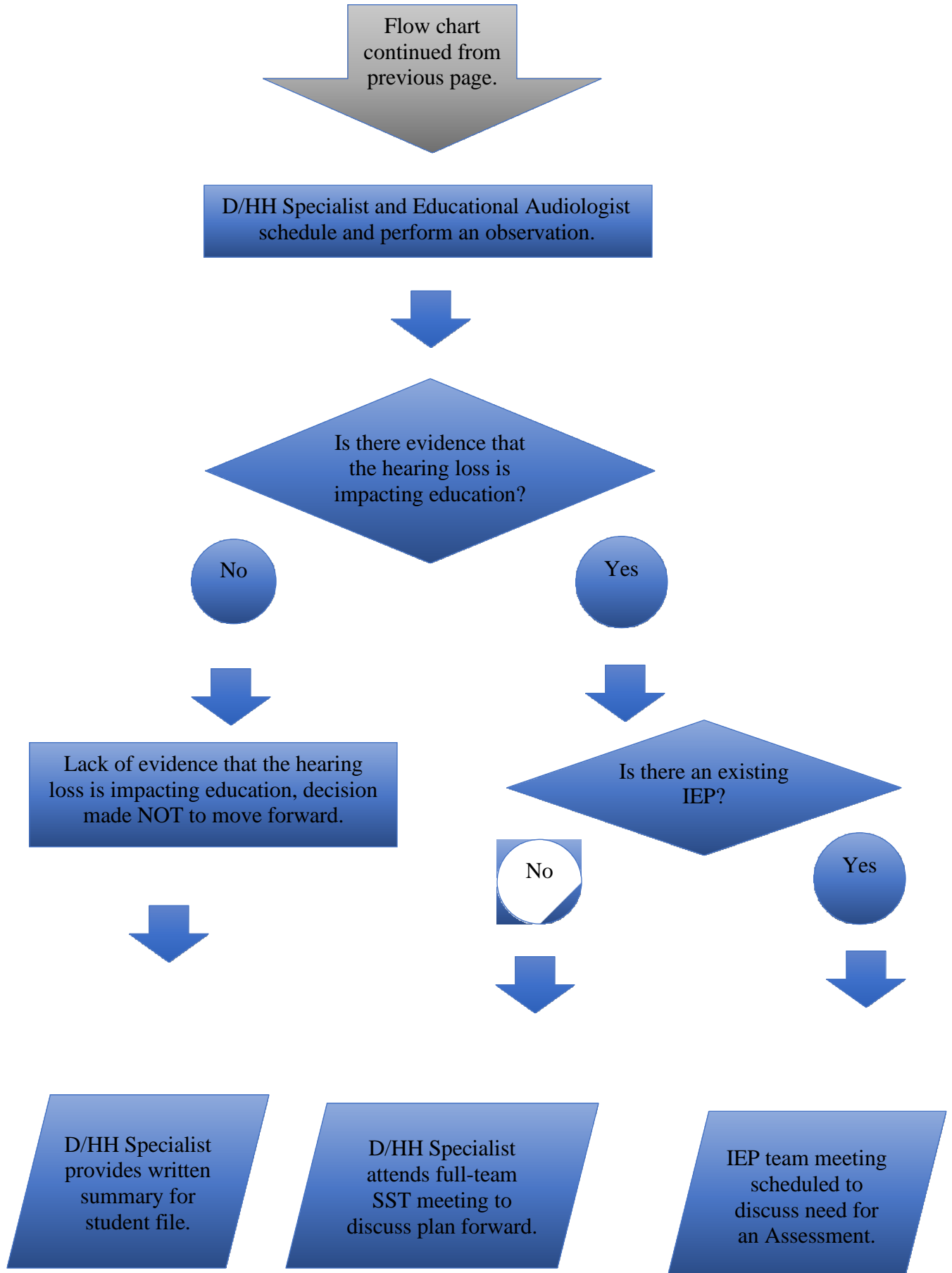
- If a student's hearing loss is significant enough to require HAT, then the IEP Team would convene to discuss next steps for Hearing Assistance Technology (HAT) and would also include D/HH Specialist support in the IEP, due to the educational impact of the hearing loss on the student's performance.
- SBCSELPA Educational Audiology is a support service, unlike D/HH Specialist services, which is a direct instructional service. No goals are written or worked on by the Educational Audiologist, and therefore Educational Audiology cannot be a "stand alone" service in the absence of other goal-based direct instructional services.

Within Santa Barbara County, Educational Audiologist positions are funded through Special Education, and therefore the service cannot be provided to general education students or students with 504 Plans. In addition, HAT equipment is purchased with Low Incidence funding which cannot be accessed for students without Special Education service.

Santa Barbara County D/HH 'North County' SBCEO Procedures: D/HH Request for Consultation (RFC)







Referral process for SCBEO Deaf/Hard of Hearing (D/HH) Specialist and Educational Audiology services in 'North' Santa Barbara County

The Santa Barbara 'North' County D/HH Programs offer D/HH and Educational Audiology through SBCEO.

The Santa Barbara 'North' County Program offers a regional Total Communication Program, with D/HH Special Day Class settings from Pre-K through High School, in addition to students being served through itinerant services on district campuses. Total Communication is an approach to communicating that aims to make use of several modes of communication such as signed, oral, auditory, written, and visual aids, depending on the needs and abilities of the student.

When a student with a known hearing loss and academic performance concerns is received in a 'North' Santa Barbara County district, the student's case manager or the school site nurse would complete the 'Request for Deaf and Hard of Hearing Consultation' (SELPA40).

The parent or guardian will be asked to sign the 'Request for Deaf and Hard of Hearing Observation Consent' (SELPA41), giving permission for the D/HH Specialist and Educational Audiologist to observe the student.

The student's case manager submits the 'Request for Deaf and Harding Consultation' (SELPA40) and the 'Request for Deaf and Hard of Hearing Observation Consent' (SELPA41) to the SBCEO Educational Audiologist,

Additional information required to be included with SELPA 40, SELPA 41 would be the following:

- A recent audiogram from the student's physician/clinical audiologist, preferably from within the past six months, but no older than 12 months. The SBCEO Educational Audiologist does not do testing for the required audiogram.
- The school nurse or case manager would gather audiological/medical records.

For students with an active IEP, if an IEP meeting will be held soon, the case manager will provide the 'Request for Consult' packet forms (SELPA 40 and SELPA 41) to the parent or guardian at the meeting, discuss the forms and seek consent to the consultation and observations. Upon parent or guardian consent, the 'Request for Consult' packet will be sent to the SBCEO Educational Audiologist.

Once the SBCEO Educational Audiologist reviews the completed 'Request for Consult' packet and accompanying required documents, the packet and documents will be given to the D/HH Specialist who is assigned to the student's school site.

Upon receiving and reviewing the packet and documents, the D/HH Specialist and Educational Audiologist will observe the student. After the observation, one of the following will take place:

- If it is determined that there is a lack of evidence that the hearing loss has an educational impact on the student's performance and therefore there is no need to move forward with possible D/HH services, a written summary will be provided for the student's file.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student does not currently have an IEP, the D/HH Specialist will attend a full-team SST meeting to discuss a plan to move forward.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has an academic IEP, the D/HH Specialist will discuss the need for an assessment plan with the case manager.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has a Speech only IEP, an IEP meeting will need to be held to discuss the need for a psychoeducational assessment plan, to include D/HH Specialist, School Psychologist, and Special Education Teacher to determine if factors besides the hearing loss may be impacting the student's learning.

#### SBCEO Educational Audiology Services

After performing the student observation, if the student appears to have issues with auditory access in the educational setting, Audiology will be added to assessment plan.

An audiological assessment includes:

- performing a classroom observation
- performing a "Functional Listening Evaluation"
- gathering input from the classroom staff

This classroom-based assessment process does not include audiometric testing that would be performed by a Clinical Audiologist.

If the Educational Audiologist's assessment indicates that the service is indicated, Educational Audiology will be added to the IEP.

Not all students served by D/HH Specialists also receive Educational Audiology services, as some students with a hearing loss have their hearing "corrected" by their amplification devices to a degree that they have appropriate auditory access in the classroom. The Educational Audiologist does not work with every student with hearing aids.

Students who need extra help with auditory access to the curriculum, via use of Hearing Assistance Technology ('HAT', formerly known as 'FM equipment') will require Educational Audiology support. The Educational Audiologist as a rule only works with students who need or use HAT.

The Educational Audiologist does not work with students who do not have D/HH Specialist services.

- If a student's hearing loss is significant enough to require HAT, then the IEP Team would convene to discuss next steps for Hearing Assistance Technology (HAT) and would also include D/HH Specialist support in the IEP, due to the educational impact of the hearing loss on the student's performance.
- Educational Audiology is a support service, unlike D/HH Specialist services, which is a direct instructional service. No goals are written or worked on by the Educational Audiologist, and therefore Educational Audiology cannot be a "stand alone" service in the absence of other goal-based direct instructional services.

Within Santa Barbara County, Educational Audiologist positions are funded through Special Education, and therefore the service cannot be provided to general education students or students with 504 Plans. In addition, HAT equipment is purchased with Low Incidence funding which cannot be accessed for students without Special Education service.

## WHAT FORMS SHOULD BE USED

The following forms should be used:

SELPA9:        Audiological Services Referral (E & S)

IEP7A:        Services (E & S)

SELPA12:     D/HH Program Components (E&S)

SELPA40:     Request for Deaf and Hard of Hearing Consultation

SELPA41:     D/HH Observation Consent Form

### NOTE

**E** = *ENGLISH* and **S** = *SPANISH*

**IEP Forms** referenced in this handbook are included in our county's on-line SIRAS Systems [www.sirassystems.org](http://www.sirassystems.org) website.

**PROCEDURAL HANDBOOK**

**SECTION**

**7**

**Low Incidence Disabilities and Services**

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## Low-Incidence Disabilities

The Individuals with Disabilities Education Act (IDEA) Section 1462(c) defines low-incidence disabilities as :

- a visual or hearing impairment, or simultaneous visual and hearing impairments.
- a significant cognitive impairment; or
- any impairment for which a small number of personnel with highly specialized skills and knowledge are needed for children with impairments to receive early intervention services or a free appropriate public education.

### Definition of Low Incidence Disabilities

Low Incidence Disability is defined as a severe disabling condition with an expected incidence rate of less than one percent of total statewide enrollment in special education. Ed code sections relevant to Low Incidence funding and accountability are listed below.

Code	Disability Category*
220	Hard of Hearing (HH): Hard of Hearing means hearing impairment, whether permanent or fluctuating, that adversely affects a child's educational performance, but that is not included under the definition of "deaf" in this section.
230	Deafness (DEAF): Deafness means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification, which adversely affects educational performance.  Hearing Impairment (HI): Hearing Impairment is a federal category of disability, which includes both hard of hearing and deaf individuals as defined above. (34 CFR §300.7(c)(3))250
250	Visual Impairment (VI): Visually Impaired, including blindness, means impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partially seeing and blind children. (34 CFR §300.7(c)(13))
270	Orthopedic Impairment (OI): Orthopedic Impairment means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, absence of some member, etc.); impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.); and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns which cause contractures)



300	<p><b>Deaf-Blindness (DB):</b>  Deaf-Blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness. (34 CFR §300.7(c)(2))</p>
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\*If supporting a student with Multiple Disabilities and one eligibility is a Low Incidence disability, list the Low Incidence disability as Primary or Secondary Disability to generate funding.

**Specialized Services for Low-Incidence Disabilities**

Section 3051.16 Specialized Services for Low-Incidence Disabilities

(a) Specialized services for low-incidence disabilities may include:

(1) Specially designed instruction related to the unique needs of pupils with low-incidence disabilities provided by teachers credentialed pursuant Education Code section 44265.

(2) Specialized services related to the unique needs of pupils with low-incidence disabilities provided by qualified individuals such as interpreters, notetakers, readers, transcribers, and other individuals who provide specialized materials and equipment.

(b) An "educational interpreter" provides communication facilitation between students who are deaf or hard of hearing, and others, in the general education classroom and for other school-related activities, including extracurricular activities, as designated in a student's IEP.

An educational interpreter shall be certified by the national Registry of Interpreters for the Deaf (RID), or equivalent; in lieu of RID certification or equivalent, an educational interpreter must have achieved a score of 4.0 or above on the Educational Interpreter Performance Assessment (EIPA), the Educational Sign Skills Evaluation-Interpreter and Receptive (ESSE-I/R), or the National Association of the Deaf/American Consortium of Certified Interpreters (NAD/ACCI) assessment. If providing Cued Language transliteration, a transliterator shall possess Testing/Evaluation and Certification Unit (TECUnit) certification or have achieved a score of 4.0 or above on the EIPA - Cued Speech.

only (c) Specialized services for pupils with low-incidence disabilities shall be provided  
 or by personnel who possess a credential that authorizes services in special education  
 clinical rehabilitation services in the appropriate area of disability.

### **Low Incidence (LI) Funding**

Low Incidence (LI) funds are for use on behalf of students having a low incidence (LI) primary or secondary disability through the assessment and IEP process. The funds are provided to each SELPA through the California Department of Education and are listed with other special education entitlements on the Funding Exhibits. The allocation of LI funds to the SELPA is based on the prior year CALPADS Census submission in the categories listed above. The SELPA will allocate funds to districts based on current year CALPADS Census.

Education Code Section 56836.22 provides for funds to purchase “specialized” books, materials and equipment as required under the student’s Individualized Education Program (IEP) for students with low incidence disabilities as defined in Section 56026.5

As a condition of receiving these funds, SBCSELPA and LEAs shall ensure that:

- The appropriate related service personnel, books, materials, and equipment are purchased.
- Training on the use of items is coordinated as necessary; and
- The books, materials and equipment are reassigned within SBCSELPA to other students with Low Incidence Disabilities once the student that originally received the items no longer needs them.

Low Incidence funds are for materials and/or services for students with an LI disability. SBCSELPA recommends that LEAs consider a tracking and monitoring system for equipment purchased with these funds.

### **ELIGIBILITY for Low Incidence Funding**

Funds may be used for all students with the Low Incidence disabilities as defined in law, for both primary and secondary eligibility categories. Some students counted as having an orthopedic impairment may not be eligible because they do not have a “severe orthopedic impairment” as per the definition of Low Incidence disabilities in Education Code 56026.5. Students who have severe orthopedic impairments require highly specialized services, equipment, and materials per Education Code Section 5600.5(b).

Education Code Section 56320(g) requires that persons knowledgeable of that disability shall conduct the assessment of a student with a suspected low incidence disability. A low incidence disability does not guarantee the use of low incidence funds. The IEP team reviews assessment data and determines the most appropriate items or services needed to address the student’s unique educational needs. These items or services may or may not be “specialized.” Items, which are found in most classrooms, would not be acquired through low incidence funds.

### **Procedures for Purchasing Equipment and/or Services with Low Incidence Funding**

The LEA may consider the following when purchasing equipment and/or funding services through LI Funding.

The equipment and services should be:

- appropriate to the eligibility category and appropriate services on their IEP required for the student to meet IEP goals and objectives.
- required for the student to access general education.
- specialized as it relates to a need or the needs of the LI disability.
- identified in a comprehensive evaluation completed by credentialed staff or a provider and who is knowledgeable of the LI disability area(s).

The Annual Budget Plan asks for estimated expenditures for:

- 1) Supplemental Aides and Services in a regular classroom (SACS Function 1130)
- 2) Low Incidence Expenditures

LEAs should consider utilizing codes to specify Low Incidence expenditures for services or personnel to have estimates for the Annual Budget Plan. There is no specific SACS code for Low Incidence, so it would need to be LEA defined.

#### **IEP Service Codes**

The IEP team determines the services for the student. A student must have a service code identified in their IEP that is appropriate to the service that is being provided. A student with a specified LI disability typically has one or more of the following as noted below, all of which are allowable services to be funded with LI funds:

Code	Service Description
710	Specialized Deaf and Hard of Hearing Services: 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	<p><b>Interpreter Services:</b> Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student. (CCR Title 5, §3051.16)</p>
720	<p><b>Audiological Services:</b> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2)</p>
725	<p><b>Specialized Vision Services:</b> 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.</p> <p>Service 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)</p>
730	<p><b>Orientation and Mobility:</b> 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 IEP.</p>
735	<p><b>Braille Transcription:</b> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by the appropriate agency.</p>
740	<p><b>Specialized Orthopedic Services:</b> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CAC Title 5, §3030(e) &amp; 3051.16)</p>
750	<p><b>Note Taking Services:</b></p>

	Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.
755	Transcription Services: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.

### 1. Low Incidence Funding Parameters

- a. Prior to requesting purchase of new equipment, the district/program should check other sources such as the SBCSELPA and Clearinghouse for Specialized Media and Technology, and district office for any availability of the equipment at <https://www.cde.ca.gov/re/pn/sm/>.
- b. The purchase must relate to the unique educational needs resulting from the low incidence disability as indicated in the IEP of the eligible student.
- c. Equipment purchased with LI funds is the property of the State of California and managed by the LEA and should remain within Santa Barbara County SELPA. If the equipment is specific to the student's disability and non-transferrable, special arrangements could be made to send the LI equipment with the student to the receiving SELPA.

### 2. Procedures for purchasing equipment with LI funding

- a. Determine Eligibility: The IEP team determines eligibility for a low incidence disability. The Low Incidence eligibility must be documented on the IEP as a primary or secondary disability.
- b. Determine Student Needs: The IEP team determines the student's educational needs for item(s) through educational assessments and/or documentation.
- c. Educational Assessment: The personnel who assess the student shall prepare a written report, or reports as appropriate, of the results of each assessment. The report shall include, but not be limited to, the need for specialized services, materials, and equipment for students with low incidence disabilities consistent with guidelines established pursuant to §56136.
- d. IEP Documentation: The specialized equipment must be written into the (IEP5) Special Factors page including the descriptors:

- with the IEP.
- How the item will assist the student's instruction in accordance
  - How often the item will be used or is needed.
  - How the item facilitates participation in the classroom.
  - Specific projected student outcomes.
  - Justification statement that is related to the student's unique educational information. needs as identified in the assessment

e. Assessments, goals, and objectives are correlated to the justification statement of need.

f. (IEP2B) Present Level of Performance indicates language that reflects assessment information and need for equipment or service support.

- Recommendation: abstain from using specific brand names for purchase.
- Recommendation: Special Factors should be addressed generically. The IEP shows the student has a unique educational need directly related to the low incidence disability and that this need can only be met with specialized books, materials, equipment, and or services.
- Goals must be written to address the unique educational needs, not the desired items or service.
- If the annual IEP goals do not specifically address this educational need, then an amendment IEP with goals that reflect the need for specialized books, materials, and equipment must be written and submitted.

### 3. Submission of IEP to LEA for purchase of equipment:

a. IEP Team ensures the following documents are completed to support the approval of low incidence equipment or service by the LEA Special Education Administrator:

1. (IEP2) IEP Eligibility
2. (IEP3B) Annual Goals
3. (IEP5) Special Factors page of student IEP
4. (SELPA85) Low Incidence Equipment Purchase form (Optional)

### 4. Submission of Low Incidence Equipment Purchase Reimbursement from LEA to SBCSELPA

a. After review of the LEA Special Education Administrator, the LEA Special Education Administrator will notify in writing the SBCSELPA Designee for approval of purchase or service using Low Incidence funding LEA Allotment.

LEAs may choose to submit the (SELPA 85) Low Incidence Purchase form to accompany the notification in writing to the SBCSELPA Designee.

b SBCSELPA Executive Director/ SBCSELPA Designee will provide approval of the LI equipment or service to the LEA Special Education Administrator via email.

c. The LEA purchases equipment and or service and provides an invoice of purchase to SBCSELPA for reimbursement using LI funding allotment.

#### 5. Recommendation: Labeling of Low Incidence Equipment

Once the low incidence equipment is purchased and received by the LEA, the LEA could add a bar code to the equipment. It is recommended to the LEA that the bar code and equipment item be added to a low incidence inventory spreadsheet housed in the LEAs Special Education database.

### **Student Movement/Transfer**

#### 1. If a student moves into SBCSELPA:

When a student moves into the LEA with low incidence equipment already purchased for the student in their last placement, the new LEA will document the equipment using the existing bar code from the prior district to the low incidence inventory spreadsheet housed in the LEA Special Education database.

If no bar code exists, a bar code will be assigned to the equipment and documented to the low incidence inventory spreadsheet housed in the LEA Special Education database.

#### 2. If a student moves to an LEA within SBCSELPA:

Arrangements from LEA to new LEA can be made to send the equipment with the student to the new LEA within SBCSELPA.

#### 3. If a student moves out of SBCSELPA:

Per CDE FAQs about Low Incidence funds: “if the books, materials, and equipment are still needed by other students with low incidence disabilities in your SELPA, there is no requirement to send it with the student who moved. Providing these resources is the responsibility of the SELPA where the student now resides.

If, however, books, materials and equipment purchased with low incidence funds are unused, SELPAs are encouraged to plan with other LEAs in the current SELPA and neighboring SELPAs to share the unused equipment, books, and materials.

If needing to move on unused equipment, please notify SBCSELPA with a picture and description of the equipment to be determined if it could be used elsewhere by another LEA in Santa Barbara County.

#### 4. Student graduates from high school:

A graduating high school student or student aging out of special education who has a low incidence disability cannot use the specialized equipment purchased for him by his SELPA through low incidence funds in college. To do so would be a gift of public funds which is a violation of law. Pursuant to Education Code 56822 "Books, materials and equipment purchased with low incidence funds remain the property of the state."

Since the student has graduated from high school or is aging out of special education, they are no longer eligible to receive special education services. If the LEA no has use for the books, equipment or materials, the other LEAs in the SELPA should be notified of the available equipment to be used for another student within the SELPA. If the student needs similar equipment upon graduating or aging out, he/she should contact the Department of Rehabilitation.

### **Equipment Maintenance**

1. Lost or stolen equipment will not be replaced using low incidence funds. The LEA is responsible for replacement of equipment. Reimbursement to districts for the cost of replacing lost or stolen equipment can be requested if money is available at the end of year.
2. Item No Longer Needed: If the item(s) has been purchased for one student and is no longer being used by that student, notify the LEA Special Education office. The item can be reassigned to another student who is LI eligible. The IEP for that student must indicate the need for LI equipment.

### **Reference Education Codes**

EC §56320(g) requires that: "The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines established pursuant to §56136."

EC §56327(h) states, "The personnel who assess the pupil shall prepare a written report, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all the following: "The need for specialized services, materials, and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to §56136."

EC §56345(b)(5) states, "When appropriate, the individualized educational program shall also include...For pupils with low incidence disabilities, specialized services, materials, and equipment, consistent with guidelines established pursuant to §56136."

EC §56206 states, "As a part of the local plan submitted pursuant to §56200, each SELPA shall describe how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve pupils in isolated sites and maximizes the opportunities to serve pupils in the least restrictive environment."



EC §56363(b)(16) states the Related Services "may include but not be limited to: Specialized services for low incidence disabilities, such as readers, transcribers, and vision and hearing services."

These services are further defined in California Code of Regulations, Title 5, §3051.16: "Specialized Services for low incidence disabilities may include: (b) Specialized services related to the unique needs of pupils with low incidence disabilities provided by qualified individuals such as interpreters, note takers, readers, transcribers, and other individuals who provide specialized materials and equipment."

EC § 56364.1 Notwithstanding the provisions of Section 56364.2, pupils with LI disabilities may receive all or a portion of their instruction in the regular classroom and may also be enrolled in special classes taught by appropriately credentialed teachers who serve these pupils at one or more school sites. The instruction shall be provided in a manner which is consistent with the guidelines adopted pursuant to Section 56136 and in accordance with the individualized education program.

## FORMS TO BE USED

- (IEP2B) Present Level of Performance page of student IEP
- (IEP3B) Annual Goals
- (IEP5) Special Factors page of student IEP
- (SELPA85) Low Incidence Equipment Purchase form (Optional)

**E** = *ENGLISH* and **S** = *SPANISH*

Sample copies of all SELPA forms referenced in this handbook are included in SIRAS Systems  
[www.sirassystems.org](http://www.sirassystems.org)

## THE LAW

The regulations implementing the Individuals with Disabilities Education Act include a provision regarding the proper functioning of hearing aids and surgically implanted medical devices. This requirement states that: “Each public agency must ensure that the hearing aids and external components of surgically implanted medical devices worn in school by children with hearing impairments, including deafness, are functioning properly.” 34 CFR 300.113.

In this document, hearing aids and surgically implanted medical devices, including but not limited to cochlear implants and/or surgically implanted Bone Anchored Hearing Aids (BAHA), will here after collectively be referred to as “Hearing Devices.”

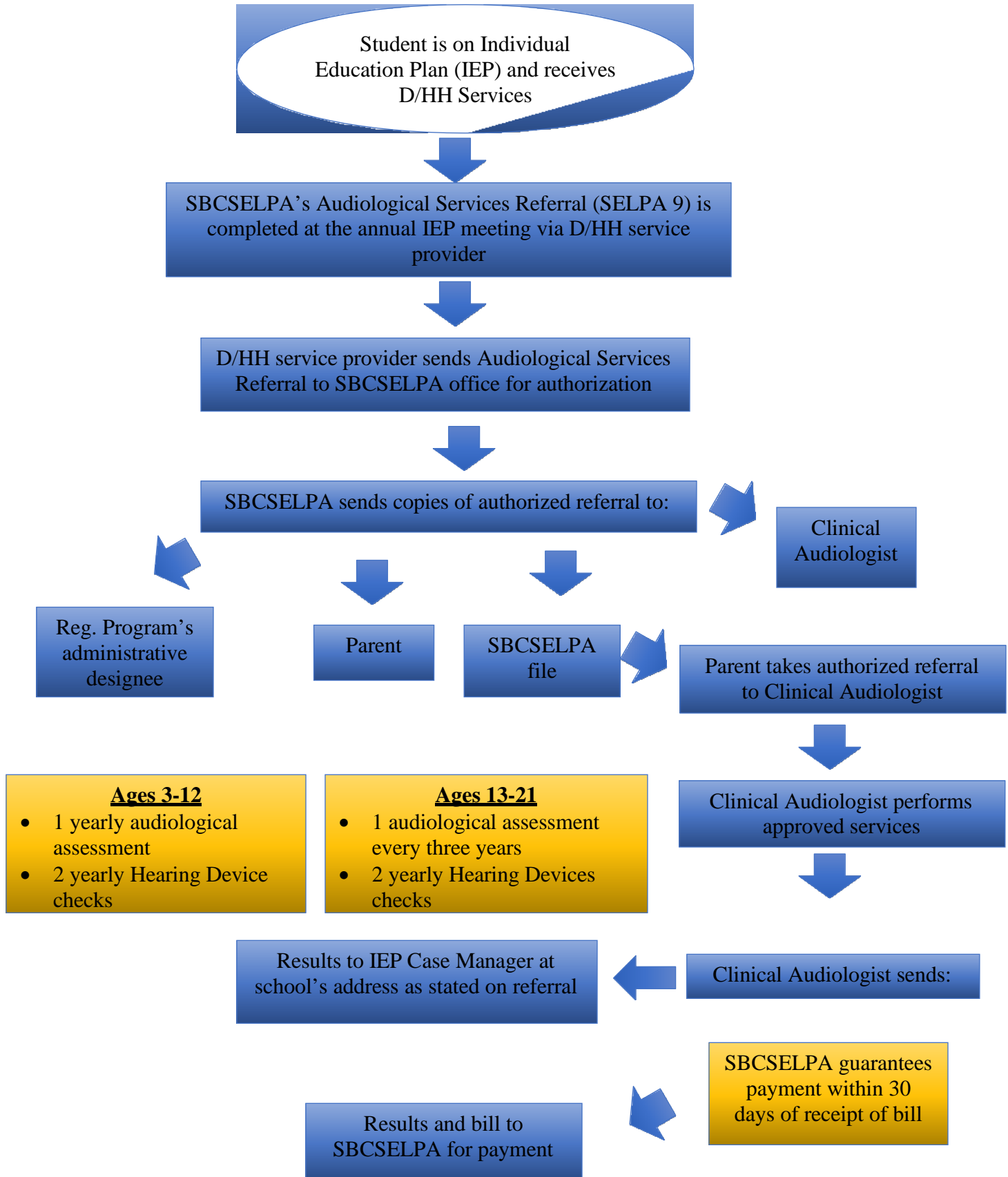
### PROCEDURES FOR HEARING DEVICE CHECKS

Individual Hearing Devices worn by students with hearing loss are checked as the students arrive at school each morning. The general education or Special Day Class teacher (or designated staff member), as appropriate, is responsible for checking each morning to ensure the students’ individual Hearing Devices are functioning properly. Students with the capability to monitor their own Hearing Devices performance (generally beginning in 2<sup>nd</sup> grade) are asked if their Hearing Devices are working properly. Replacement batteries for students’ Hearing Devices will be kept at school for use as needed.

For students who receive D/HH services, the D/HH Specialist is responsible for training each child’s general education or Special Day Class teacher in the procedures to be used to check the Hearing Devices of children with hearing loss enrolled in general education or Special Day Class programs.

If a child’s Hearing Device is not working properly, it is the responsibility of the general education or Special Day Class teacher to contact the child’s D/HH Specialist as soon as possible. The D/HH Specialist and/ or the student’s case manager is responsible for notifying the child’s parent and Educational Audiologist (as needed) regarding the Hearing Device malfunction.

**Annual Audiological Assessment and Hearing Device Checks Referral Process**



### 'South' and 'North' D/HH Services in Santa Barbara County

The Santa Barbara D/HH 'South' County referral process differs from the Santa Barbara D/HH 'North' County process. Please refer to the following pages and flow charts for instructions on D/HH Services throughout 'South' and 'North' Santa Barbara County.

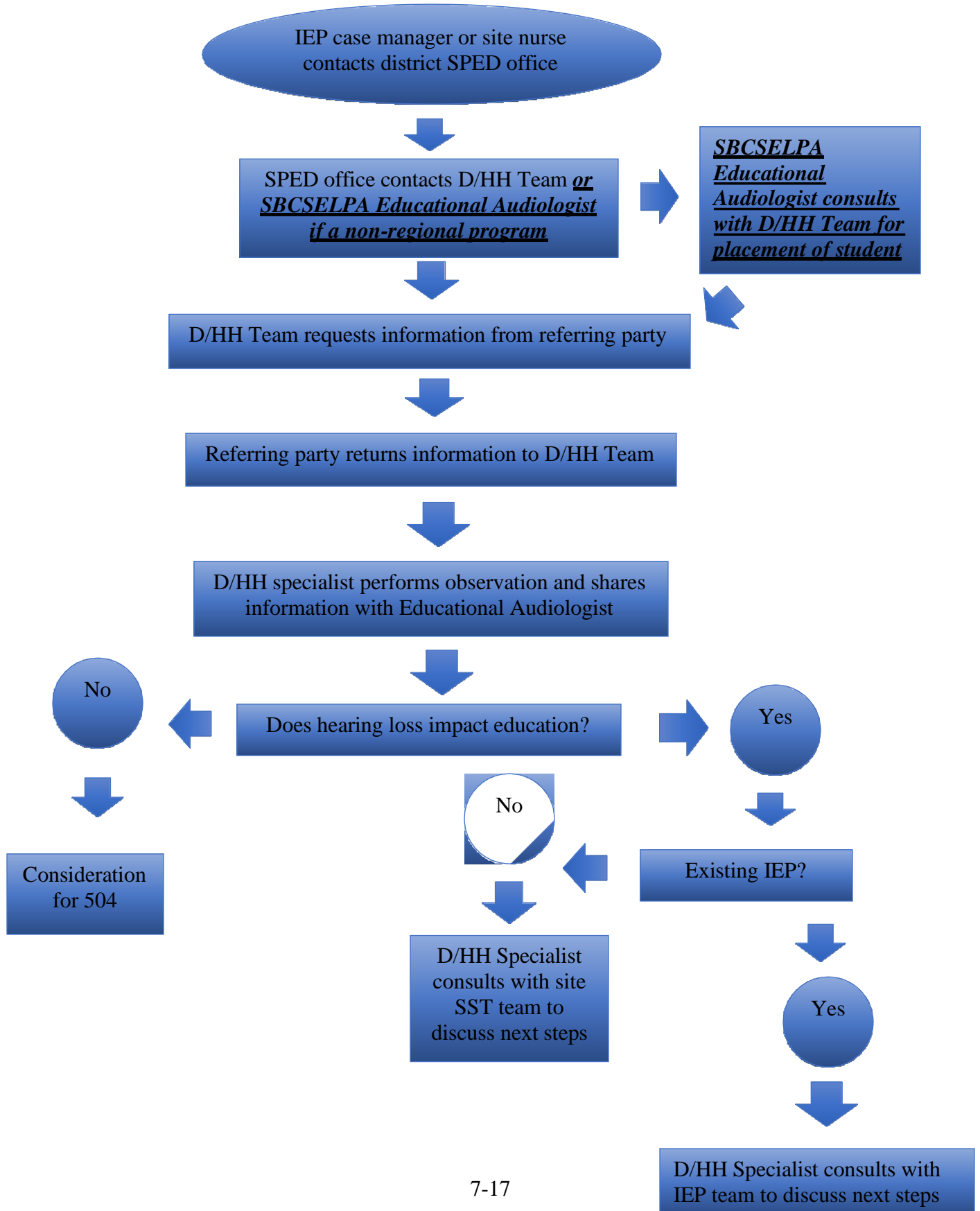
#### Santa Barbara 'South' County D/HH Services

Santa Barbara 'South' County encompasses the districts of Carpinteria Unified School District, Santa Barbara Unified School District, Montecito Union School District, Cold Springs School District, Adelante Charter School, Santa Barbara Charter School, Goleta Union School District, and the Santa Ynez Valley Consortium.

#### Santa Barbara 'North' County D/HH Services

Santa Barbara 'North' County encompasses the districts of Guadalupe Union School District, Orcutt Union School District, Santa Maria Joint Union High School District, Santa Maria Bonita School District, Lompoc Unified School District, and Cuyama Unified School District.

### Santa Barbara County D/HH 'South' County Procedures: D/HH Request for Consultation (RFC)



## Referral process for Deaf/Hard of Hearing (D/HH) Specialist and Educational Audiology services in 'South' Santa Barbara County

The Santa Barbara 'South' County D/HH program offers regional D/HH services through the districts' D/HH Specialists and SBCSELPA Educational Audiologist.

The Santa Barbara 'South' County Program offers a regional Total Communication Elementary Program, in addition to students being served through itinerant services on district campuses. Total Communication is an approach to communicating that aims to make use of several modes of communication such as signed, oral, auditory, written, and visual aids, depending on the needs and abilities of the student.

Upon receiving a student to a 'South' county district with D/HH Services, the IEP Case Manager or District nurse will contact the Special Education Office to notify the district of the D/HH service.

If receiving a student to a 'South' county non-regional district program, such as Cold Springs School District, Hope School District, Santa Barbara Charter School, Montecito Union School District, Adelante Charter School, the Santa Ynez Valley Special Education Consortium, or Carpinteria Unified School District, the SBCSELPA Educational Audiologist will be sent the referral (s) to review.

In collaboration with South County D/HH Specialists, the SBCSELPA Educational Audiologist will determine which D/HH Specialist will be assigned to the student (s), based on current case management and service time.

The Special Education District Office will contact the D/HH Specialists Team to share the student information. The D/HH Specialists Team requests the following information from the referring staff (case manager or nurse):

- The current IEP and Multidisciplinary Report.
- A recent audiogram from the student's physician/clinical audiologist, preferably from within the past six months, but no older than 12 months.
- Audiological/medical records.

The D/HH Specialist presents to the parent or guardian the 'Request for Deaf and Hard of Hearing Observation Consent' (SELPA41) to observe the student to gather further information on the student's academic performance with the hearing loss and their access to all environments within the school setting.

The information from the observation is shared with the Educational Audiologist as needed to collaborate on next steps for the student. Through the collaboration, the D/HH Specialist determines if the hearing loss impacts the educational performance of the student.

If the student's hearing loss does not impact the educational performance of the student, the D/HH Specialist will recommend to an SST Team the consideration of support through a 504. If there is evidence that the hearing loss does impact the student's educational performance, the following actions may occur if the student does or does not have an existing IEP:

No existing IEP:

- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student does not currently have an IEP, the D/HH Specialist will contact the school's SST team to determine next steps for support of the student.

Existing IEP:

- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has an academic IEP, the D/HH Specialist will discuss next steps with the IEP Team.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has a Speech only IEP, an IEP meeting will need to be held to discuss the need for a psychoeducational assessment plan, to include D/HH Specialist, School Psychologist, and Special Education Teacher to determine if factors besides the hearing loss may be impacting the student's learning.

### **SBCSELPA Educational Audiology Services**

Not all students served by D/HH Specialists receive Educational Audiology services. The Educational Audiologist does not work with every student with Hearing Devices. Students who require Hearing Assistance Technology ('HAT', formerly known as 'FM equipment') to gain auditory access to the curriculum will require occasional support from the SBCSELPA Educational Audiologist.

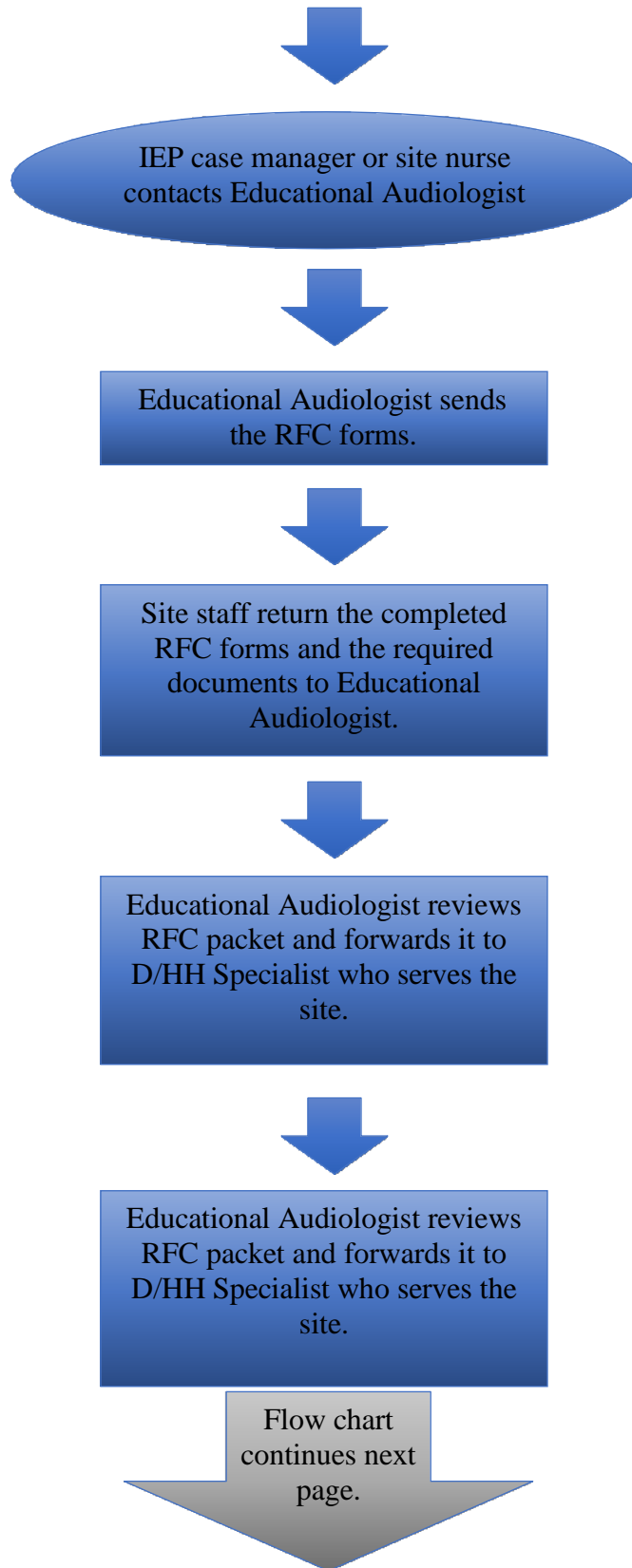
- If a student's hearing loss is significant enough to require HAT, then the IEP Team would convene to discuss next steps for Hearing Assistance Technology (HAT) and would also include D/HH Specialist support in the IEP, due to the educational impact of the hearing loss on the student's performance.
- SBCSELPA Educational Audiology is a support service, unlike D/HH Specialist services, which is a direct instructional service. No goals are written or worked on by the Educational Audiologist, and therefore Educational Audiology cannot be a "stand alone" service in the absence of other goal-based direct instructional services.

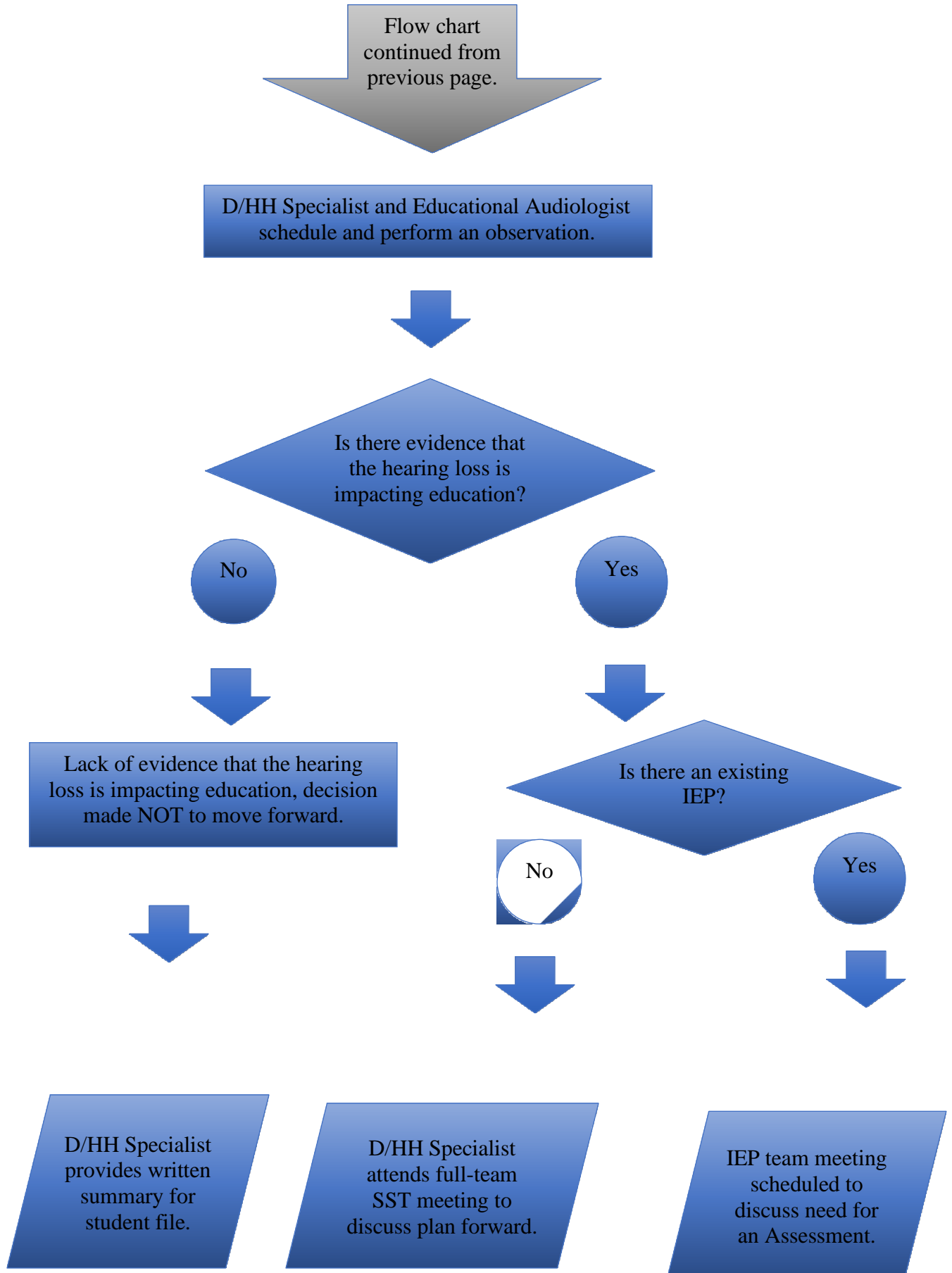
Within Santa Barbara County, Educational Audiologist positions are funded through Special Education, and therefore the service cannot be provided to general education students or students with



504 Plans. In addition, HAT equipment is purchased with Low Incidence funding which cannot be accessed for students without Special Education service.

Santa Barbara County D/HH 'North County' SBCEO Procedures: D/HH Request for Consultation (RFC)





Referral process for SCBEO Deaf/Hard of Hearing (D/HH) Specialist and Educational Audiology services in 'North' Santa Barbara County

The Santa Barbara 'North' County D/HH Programs offer D/HH and Educational Audiology through SBCEO.

The Santa Barbara 'North' County Program offers a regional Total Communication Program, with D/HH Special Day Class settings from Pre-K through High School, in addition to students being served through itinerant services on district campuses. Total Communication is an approach to communicating that aims to make use of several modes of communication such as signed, oral, auditory, written, and visual aids, depending on the needs and abilities of the student.

When a student with a known hearing loss and academic performance concerns is received in a 'North' Santa Barbara County district, the student's case manager or the school site nurse would complete the 'Request for Deaf and Hard of Hearing Consultation' (SELPA40).

The parent or guardian will be asked to sign the 'Request for Deaf and Hard of Hearing Observation Consent' (SELPA41), giving permission for the D/HH Specialist and Educational Audiologist to observe the student.

The student's case manager submits the 'Request for Deaf and Harding Consultation' (SELPA40) and the 'Request for Deaf and Hard of Hearing Observation Consent' (SELPA41) to the SBCEO Educational Audiologist,

Additional information required to be included with SELPA 40, SELPA 41 would be the following:

- A recent audiogram from the student's physician/clinical audiologist, preferably from within the past six months, but no older than 12 months. The SBCEO Educational Audiologist does not do testing for the required audiogram.
- The school nurse or case manager would gather audiological/medical records.

For students with an active IEP, if an IEP meeting will be held soon, the case manager will provide the 'Request for Consult' packet forms (SELPA 40 and SELPA 41) to the parent or guardian at the meeting, discuss the forms and seek consent to the consultation and observations. Upon parent or guardian consent, the 'Request for Consult' packet will be sent to the SBCEO Educational Audiologist.

Once the SBCEO Educational Audiologist reviews the completed 'Request for Consult' packet and accompanying required documents, the packet and documents will be given to the D/HH Specialist who is assigned to the student's school site.

Upon receiving and reviewing the packet and documents, the D/HH Specialist and Educational Audiologist will observe the student. After the observation, one of the following will take place:

- If it is determined that there is a lack of evidence that the hearing loss has an educational impact on the student's performance and therefore there is no need to move forward with possible D/HH services, a written summary will be provided for the student's file.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student does not currently have an IEP, the D/HH Specialist will attend a full-team SST meeting to discuss a plan to move forward.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has an academic IEP, the D/HH Specialist will discuss the need for an assessment plan with the case manager.
- If there is evidence that the hearing loss may have an educational impact on the student's performance and the student currently has a Speech only IEP, an IEP meeting will need to be held to discuss the need for a psychoeducational assessment plan, to include D/HH Specialist, School Psychologist, and Special Education Teacher to determine if factors besides the hearing loss may be impacting the student's learning.

#### SBCEO Educational Audiology Services

After performing the student observation, if the student appears to have issues with auditory access in the educational setting, Audiology will be added to assessment plan.

An audiological assessment includes:

- performing a classroom observation
- performing a "Functional Listening Evaluation"
- gathering input from the classroom staff

This classroom-based assessment process does not include audiometric testing that would be performed by a Clinical Audiologist.

If the Educational Audiologist's assessment indicates that the service is indicated, Educational Audiology will be added to the IEP.

Not all students served by D/HH Specialists also receive Educational Audiology services, as some students with a hearing loss have their hearing "corrected" by their amplification devices to a degree that they have appropriate auditory access in the classroom. The Educational Audiologist does not work with every student with hearing aids.

Students who need extra help with auditory access to the curriculum, via use of Hearing Assistance Technology ('HAT', formerly known as 'FM equipment') will require Educational Audiology support. The Educational Audiologist as a rule only works with students who need or use HAT.

The Educational Audiologist does not work with students who do not have D/HH Specialist services.

- If a student's hearing loss is significant enough to require HAT, then the IEP Team would convene to discuss next steps for Hearing Assistance Technology (HAT) and would also include D/HH Specialist support in the IEP, due to the educational impact of the hearing loss on the student's performance.
- Educational Audiology is a support service, unlike D/HH Specialist services, which is a direct instructional service. No goals are written or worked on by the Educational Audiologist, and therefore Educational Audiology cannot be a "stand alone" service in the absence of other goal-based direct instructional services.

Within Santa Barbara County, Educational Audiologist positions are funded through Special Education, and therefore the service cannot be provided to general education students or students with 504 Plans. In addition, HAT equipment is purchased with Low Incidence funding which cannot be accessed for students without Special Education service.

## WHAT FORMS SHOULD BE USED

The following forms should be used:

- SELPA9:        Audiological Services Referral (E & S)
- IEP7A:        Services (E & S)
- SELPA12:     D/HH Program Components (E&S)
- SELPA40:     Request for Deaf and Hard of Hearing Consultation
- SELPA41:     D/HH Observation Consent Form

### NOTE

**E** = *ENGLISH* and **S** = *SPANISH*

**IEP Forms** referenced in this handbook are included in our county's on-line SIRAS Systems [www.sirassystems.org](http://www.sirassystems.org) website.

**2021-22 LEA/District Cost Associated with Due Process  
SBCSELPA Account Balances**

	Carryover Funding	2021-22 Allocation	Expended to Date 2021-22	Balance	Carryover to 22-23
Adelante Charter		\$ 5,804.00	\$ -	\$ 5,804.00	
Blochman		\$ 5,562.00	\$ 4,250.00	\$ 1,312.00	
Carpinteria		\$ 10,725.00	\$ 10,725.00	\$ -	
Family Partnership Charter	\$ 10,000.00	\$ 6,005.00	\$ -	\$ 16,005.00	\$ 10,000.00
Goleta		\$ 14,768.00	\$ 14,768.00	\$ -	
Guadalupe		\$ 8,458.00	\$ 8,458.00	\$ -	
Hope		\$ 7,503.00	\$ 6,890.00	\$ 613.00	
Lompoc		\$ 30,463.00	\$ 30,463.00	\$ -	
Manzanita Charter		\$ 6,132.00	\$ -	\$ 6,132.00	
Orcutt		\$ 18,585.00	\$ 18,585.00	\$ -	
Santa Ynez Valley Consortium		\$ 42,735.00	\$ 42,735.00	\$ -	
SBCEO - Direct Service		\$ 16,972.00	\$ 8,204.00	\$ 8,768.00	
Santa Barbara Unified		\$ 41,903.00	\$ 41,903.00	\$ -	
Santa Barbara Charter		\$ 5,762.00	\$ 2,317.50	\$ 3,444.50	
Santa Maria JUHSD	\$ 19,317.46	\$ 27,912.00	\$ 47,229.46	\$ -	
Santa Maria-Bonita	\$ 89,672.23	\$ 50,711.00	\$ -	\$ 140,383.23	\$ 89,672.23
<b>TOTAL</b>	<b>\$ 118,989.69</b>	<b>\$ 300,000.00</b>	<b>\$ 236,527.96</b>	<b>\$ 182,461.73</b>	<b>\$ 99,672.23</b>

**Payments to date to individual legal firms:**

Dannis Woliver	\$	-
Fagen Friedman Fulfrost	\$	-
Leibert Cassidy	\$	-
Hatch & Cesario	\$	-
Lozano Smith	\$	147.50
Peter Sansom	\$	-
Ruderman & Knox	\$	-
SISC Voluntary Coverage	\$	-
Reimbursements to Districts	\$	234,255.46
AALLR	\$	-





## 2022-23 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	Grand Total All Placements	
			SELPA Paid YTD	District Estimated	SELPA Estimated	Total Estimated		District Estimated Cost	SELPA Estimated Cost
Lompoc Unified	1	1	\$ 14,015	\$ 49,353	\$ 122,469	\$ 171,822	\$ 49,353	\$ 122,469	
Orcutt Union	1	1	\$ -	\$ 44,025	\$ 207,172	\$ 251,198	\$ 44,025	\$ 207,172	
Santa Barbara Unified	2	2	\$ 14,624	\$ 103,758	\$ 272,961	\$ 376,719	\$ 103,758	\$ 272,961	
Santa Maria Bonita	1	1	\$ 12,214	\$ 40,089	\$ 111,281	\$ 151,370	\$ 40,089	\$ 111,281	
Santa Ynez Valley Consortium	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>5</b>	<b>5</b>	<b>\$ 40,853</b>	<b>\$ 237,226</b>	<b>\$ 713,883</b>	<b>\$ 951,109</b>	<b>\$ 237,226</b>	<b>\$ 713,883</b>	

<b>2021-22 Mental Health NPS Placement Budget</b>	<b>\$ 1,910,000</b> *
TOTAL YTD Mental Health Placement Paid	\$ 40,853
Estimated YTD Cost Remaining	\$ 910,256
<b>Cost Subtotal</b>	<b>\$ 951,109</b>
Less District Estimated Costs Reimbursed to SELPA	\$ 237,226
Mental Health NPS Placement Expenses to SELPA (Estimated)	\$ 713,883
<b>Mental Health NPS Balance Available (Estimated)</b>	<b>\$ 1,196,117</b>

<b>2021-22 Non Mental Health NPS Placement Budget</b>	<b>\$ 360,000</b> **
TOTAL YTD Non Mental Health Placement Costs (SELPA)	\$ -
<b>Non Mental Health NPS Balance Available (Estimated)</b>	<b>\$ 360,000</b>

**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 for the 1st year of placement. These are placements that are made through Settlement Agreements for students who do not qualify for Clinical Mental Health services.

\*\$1,910,000 Annual Budget

\*\*\$360,000 Annual Budget