

# SANTA BARBARA COUNTY SELPA JOINT POWERS AGENCY BOARD

**Regular Meeting**  
**Monday, May 1, 2023**  
**Public Session – 12:00 p.m.**  
**Jonata Middle School Library**  
**301 Second Street, Buellton, CA 93427**

## Agenda

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or need this agenda provided in a disability-related alternative format, please contact the SBCSELPA Office at 683-1424. Prompt notification will assist the SBCSELPA to make suitable arrangements.*

### **PUBLIC COMMENTS ARE WELCOME**

The Santa Barbara County SELPA JPA Board will receive public comments about items appearing on today's agenda, as well as other matters within the subject matter jurisdiction of the Board. All such comments will be received during the Public Comments section of the agenda. Individuals who address the Board are limited to three (3) minutes to speak on any item and a total of 10 minutes on all items for their presentation. The Board may limit the total time for all public comment to 30 minutes. Persons needing additional time are requested to submit the information in writing.

For comments concerning matters not on the agenda, open meeting laws and fairness to other residents who may have an interest in your topic prohibit the Board from taking action or engaging in extended discussion of your concerns. The Board may direct staff to meet at a later date with speakers who have specific concerns or needs. The Board may also direct that an issue be placed on a future agenda for discussion and consideration. This permits the Board and staff members to prepare and receive necessary information and for the public to be aware that a topic is being formally considered. We appreciate your cooperation.

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

### **I. PUBLIC SESSION**

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

REF: I-E

### **II. PUBLIC COMMENTS**

Please refer to information above regarding public comment guidelines.

### **III. PUBLIC HEARING**

- A. Santa Barbara County SELPA 2023-2024 Annual Budget and Service Plans
  - 1. Convene Public Hearing                      Opened \_\_\_\_\_
  - 2. Discussion and Input
  - 3. Adjournment of Public Hearing              Closed \_\_\_\_\_

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

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

- |   |           |
|---|-----------|
| A. Minutes of March 6, 2023 Regular Meeting   | REF: VI-A |
| B. Ratification of Payment Claims   | REF: VI-B |
| C. 2022-2023 Nonpublic School (NPS) Individual Service Agreements (ISA)   | REF: VI-C |
| <ul style="list-style-type: none"> <li>1. Individual Service Agreement: Greenacre Homes &amp; School</li> <li>2. Individual Service Agreement: Victor Treatment Centers dba North Valley Schools, Inc.</li> </ul>   |           |
| D. 2022-2023 Nonpublic School (NPS) Master Contract Rates   | REF: VI-D |
| <ul style="list-style-type: none"> <li>1. Exhibit A Rates Sheet: Greenacre Homes &amp; School (addendum)</li> <li>2. Exhibit A Rates Sheet: Three Points Center, LLC</li> <li>3. Exhibit A Rates Sheet: Victor Treatment Centers dba North Valley Schools</li> </ul>  |           |
| E. 2023-2024 Nonpublic School (NPS) Master Contract & Exhibit A Rates   | REF: VI-E |
| <ul style="list-style-type: none"> <li>1. 2023-2024 Master Contract <ul style="list-style-type: none"> <li>a. Exhibit A Rates Sheet: Cinnamon Hills Youth Crisis Center</li> <li>b. Exhibit A Rates Sheet: Devereux School of Viera</li> <li>c. Exhibit A Rates Sheet: Intermountain Children's Home &amp; Services</li> <li>d. Exhibit A Rates Sheet: New Haven Residential Treatment Center (Spanish Fork &amp; Saratoga Springs)</li> <li>e. Exhibit A Rates Sheet: Pine Ridge Academy at Youth Care of Utah</li> </ul> </li> </ul>  |           |
| F. 2023-2024 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates   | REF: VI-F |
| <ul style="list-style-type: none"> <li>1. 2023-24 Master Contract <ul style="list-style-type: none"> <li>a. Exhibit A Rates Sheet: Alternative Behavior Strategies, LLC dba ABS Kids</li> <li>b. Exhibit A Rates Sheet: Behavioral Intervention Specialists of LA, LLC</li> <li>c. Exhibit A Rates Sheet: California Psychcare, Inc.</li> <li>d. Exhibit A Rates Sheet: CHG Healthcare Services dba CompHealth Medical Staffing</li> <li>e. Exhibit A Rates Sheet: Children's Therapy Network, Inc-Ventura</li> <li>f. Exhibit A Rates Sheet: EdTheory</li> <li>g. Exhibit A Rates Sheet: Maxim Healthcare Staffing Services, Inc-San Luis Obispo</li> <li>h. Exhibit A Rates Sheet: New Life Physical Therapy Services</li> <li>i. Exhibit A Rates Sheet: New Mediscan II, LLC dba Cross Country Education</li> <li>j. Exhibit A Rates Sheet: OT Arts</li> <li>k. Exhibit A Rates Sheet: Peer Buddies LLC</li> <li>l. Exhibit A Rates Sheet: Pioneer Health Services LLC</li> <li>m. Exhibit A Rates Sheet: Protocol Agency, Inc.</li> </ul> </li> </ul> |           |

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

- n. Exhibit A Rates Sheet: STAR of California dba ERA ED
  - o. Exhibit A Rates Sheet: Sunbelt Staffing LLC
  - p. Exhibit A Rates Sheet: The Genesis Group, Inc.
  - q. Exhibit A Rates Sheet: The Stepping Stones Group, LLC – San Jose
  
- G. SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern 23-24 Match and Services Agreement REF: VI-G
  - 1. Services Agreement: Gabrielle Esposito – LUSD
  - 2. Services Agreement: Catherine (Hee Park) Kyung – OUSD
  - 3. Services Agreement: Emma Warren – SMBSD
  
- H. 2023-2024 Contracts for the Provision of Audiological Services REF: VI-H
  - 1. Audiological Service Contract
    - a. Service Contract: Audiological Associates of Santa Barbara
    - b. Service Contract: Hearing Consultants of California
    - c. Service Contract: Physician's Hearing Service
    - d. Service Contract: Raymund J. Llaurado
  
- I. Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator REF: VI-I
  - 1. 2023-24 Employment Contract
  
- J. Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC REF: VI-J
  - 1. 2023-24 Employment Contract
  
- K. Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Audiologist REF: VI-K
  - 1. 2023-24 Employment Contract
  
- L. Employment Contract Renewal for Rosy Matos-Bucio SBCSELPA Board Certified Behavior Analyst REF: VI-L
  - 1. 2023-24 Employment Contract
  
- M. Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental Health Manager REF: VI-M
  - 1. 2023-24 Employment Contract
  
- N. Employment Contract Renewal for Natalie Facio-Leon as SBCSELPA Mental Health Specialist REF: VI-N
  - 1. 2023-24 Employment Contract
  
- O. Employment Contract Renewal for Rachel Wigle as SBCSELPA Chief Business Official REF: VI-O
  - 1. 2023-24 Employment Contract

<p>It is recommended that Consent Agenda Items A through O be approved as presented.</p>	<p>Motion: _____</p> <p>Second: _____</p> <p>In Favor: _____</p> <p>Opposed: _____</p> <p>Abstained: _____</p>
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**VII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION**

- A. Santa Barbara County SELPA (SBCSELPA) 2023-2024 Annual Budget and Service Plans REF: VII-A

1. Notice of Public Hearing (English/Spanish)
2. Annual Budget Plan for 2023-2024
3. Attachments for 2023-2024
4. Annual Service Plan for 2023-2024

It is recommended that the JPA Board approve the SBCSELPA 2023-2024 Annual Budget and Service Plans as presented.

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

- B. 2023-2024 Santa Barbara County SELPA (SBCSELPA) Local Plan 3-year Revision/Update REF: VII-B

1. 2023-24 SBCSELPA Local Plan

It is recommended that the JPA Board approve the 2023-24 SBCSELPA Local Plan as presented.

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

- C. Santa Maria-Bonita School District O.T. Program Transfer Plan REF: VII-C

1. Letter of Intent, Year and a Day Notice
2. Program Transfer Plan and Checklist

It is recommended that the JPA Board approve the Santa Maria-Bonita School District Transfer Plan and Checklist as presented.

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

- D. 2022-2023 Deferred Maintenance Projects & Emergency Repairs REF: VII-D

1. SBCEO Resolution No. 2317 – Emergency Resolution Award of Contract without Bidding and Advertising
2. SBCEO Invoices 10C23-00047 & 10C23-00048
3. Action Roofing Proposal – Revised, 2/2/2023
4. Various photographs of damages

It is recommended that the JPA Board approves funding the necessary repair and remediation costs as presented.

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



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

- A. Second Interim Financial Report Analysis and Recommendations REF: VIII-A
- B. SBCSELPA 2023-2024 Proposed Adopted Budget REF: VIII-B
  - 1. Proposed Adopted Budget
- C. SBCSELPA Professional Development Calendar for May 2023 REF: VIII-C
  - 1. SBCSELPA Professional Development Offerings Booklet (Updated April 2023)
  - 2. SBCSELPA Professional Development Plan for 2023-2024
- D. 4<sup>th</sup> Annual SELPA-Bration Winners Announcement REF: VIII-D
- E. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances REF: VIII-E
- F. SBCSELPA Legal Fees Year-to-Date Reserve REF: VIII-F
- G. Nonpublic School (NPS) Year-to-Date Placement Expenditures REF: VIII-G

**IX. MISCELLANEOUS AGENDA ITEMS**

- A. Items Proposed for Future Action or Discussion
- B. Next Scheduled JPA Board Meeting: Date: June 5, 2023 – **IN-PERSON**  
Time: 12:00 p.m.  
Location: Jonata Middle School Library

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

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

**XI. CLOSED SESSION**

- A. Confidential Nonpublic School (NPS) Student Updates
- B. Evaluation of the SBCSELPA Executive Director, Ray Avila

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

## SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

**May 1, 2023**

**1) Due Process/Dispute Updates-**

*Three (3) Due Process filings in progress and one (1) CDE Investigation.*

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

*We have a total of six (6) SBCSELPA funded NPS placements and one (1) pending.*

**3) Special Education Finance Update-**

**[CEC Article](#)**

President Biden released his proposed budget for fiscal year 2024 on March 9, 2023.

Information on special education funds (compared to FY 2023) are below. As a reminder, California gets approximately 10% of the funds.

**Special Education (IDEA)**

Grant	2023 Omnibus	2024 President's Appropriations	Increase
Part B	\$14,193,704,000	\$16,259,200,000	\$2,065,496,000
Preschool	\$420,000,000	\$502,600,000	\$82,600,000
Infants (Part C)	\$540,000,000	\$932,000,000	\$392,000,000

**4) SB County Business Official Resources-**

*Kudos to Rachel Wigle, SBCSELPA CBO, for developing the following resources for our Business Official colleagues throughout our County:*

- **SEAMBO Collection Padlet** - <https://tinyurl.com/SEAMBO>
  - Access to ALL SEAMBO Padlets
- **SEAMBO April 2023 Padlet** - <https://tinyurl.com/seamboapril2023>

**5) Student Testimonies-**

*This video was created by the Butte County SELPA and highlights the "student voice" of appreciation to the Special Educators in their lives...*

- **Student Panel: Testimonies of their Special Education experience** - <https://vimeo.com/815492199>

*SBCSELPA wanted to share this moment with our JPA Board as a reminder of the great work special educators do throughout our state!*

#### 6) CDE Compliance Monitoring-

*SB County has 8 identified LEAs for the CDE Compliance Improvement Monitoring (CIM) process **(SEE attachment REF: I-E.1)**. SB County also has two LEAs identified in the Significant Disproportionality CIM process. SBCSELPA has provided a Padlet of resources and in person offerings to support the LEA CIM teams who are working on these plans.*

#### 7) Legislative Update-

*The State SELPA Association is excited to announce the two bills being endorsed and proposed to legislation this year are working their way through the various committees with the goal of both Senate and Assembly recommending these bills to the governor for approval:*

- [AB 1517](#) (Gallagher) *Special Education: SELPA Governance, Accountability and Transparency*
- [SB 354](#) (Ochoa Bogh) *Special Education: Inclusive Practices*

Compliance Improvement Monitoring  
Annual Determination  
Spring 2023

LEA	Target	Timeliness Issue Area	Webinar Dates
SBUSD	Intensive Level 3 for Sig Disproportionality	Late IEPs/ Initial Assessments or No Improvement	March 28, 9:00 March 29, 1:00 March 30, 10:00 Sig. Dis.
SMJUHS	Intensive Level 3 for Sig. Disproportionality	Late IEPs/ Initial Assessments or No Improvement	March 28, 9:00 March 29, 1:00 March 30, 10:00 Sig. Dis.
Guadalupe	Intensive Level 1 for School Age	Late IEPs/ Initial Assessments or No Improvement	March 28, 9:00 March 29, 1:00
Hope SD	Targeted Level 1 for Performance Elements	Late IEPs/Initials Assessments and No Improvement	March 27, 1:00
Orcutt	Targeted Level 2 for Performance Elements	Late IEPs/ Initial Assessments or No Improvement	March 27, 1:00
Carpinteria	Targeted Level 2 for Performance Elements	Late IEPs/Initials Assessments and No Improvement	March 27, 1:00
Lompoc	Targeted Level 2 for Performance Elements	Late IEPs/Initials Assessments and No Improvement	March 27, 1:00
SB Charter	Targeted Level 2 for Disproportionality	Any Late IEPs/Initial Assessments	March 27, 1:00
Goleta	Targeted Level 3 for Disproportionality	Late IEPs/Initials Assessments and No Improvement	March 27, 9:00
SMBSD	Targeted Level 3 for School Age	Late IEPs/ Initial Assessments or No Improvement	March 27, 9:00

Monitoring Levels

<https://www.cde.ca.gov/sp/se/qa/cimprocess.asp>

Please visit the CIM website at <https://www.cde.ca.gov/sp/se/qa/cimprocess.asp> for more information on the CIM process and the support team assigned to your LEA.

Any questions or concerns, please reach out to me by email at [CDESPEDDIRECTOR@cde.ca.gov](mailto:CDESPEDDIRECTOR@cde.ca.gov).

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

# **NOTICE OF PUBLIC HEARING**

The Santa Barbara County SELPA (SBCSELPA) hereby gives notice that a Public Hearing will be held as follows:

**TOPIC OF HEARING:**

**SBCSELPA 2023 - 2024 Annual Budget and Service Plans**

Copies of the SBCSELPA 2023-2024 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111.

After the Public Hearing, the SBCSELPA JPA Board will adopt the 2023-2024 Annual Budget and Service Plans for the SBCSELPA.

**HEARING DATE:** May 1, 2023

**TIME:** 12:00 p.m.

**LOCATION:** Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

For additional information: Ray Avila, SELPA Executive Director  
Santa Barbara County SELPA  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
(805) 683-1424

**SELPA DEL CONDADO DE SANTA BÁRBARA  
COMITÉ DE AGENCIA DE PODERES UNIDOS**

**NOTICIA DE AUDIENCIA  
PÚBLICA**

SELPA del Condado de Santa Bárbara dá noticia que una Audiencia Pública se llevará a cabo en la siguiente manera:

**TEMA DE LA AUDIENCIA:**

**Plan de Fondos Anual y Plan de Servicio Anual para el 2023-2024 de SELPA del Condado de Santa Bárbara (SBCSELPA)**

**Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2023-2024 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111**

**Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2023-2024 para SELPA del Condado de Santa Bárbara**

**FECHA DE AUDIENCIA:** 1 de mayo, 2023

**HORA:** 12:00 p.m.

**LUGAR:** Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

Para información Adicional: Ray Avila, Directora de SELPA  
SELPA del Condado de Santa Bárbara  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
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**SANTA BARBARA COUNTY SELPA  
JOINT POWERS AGENCY BOARD**

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HEARING DATE: May 1, 2023  
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LOCATION: Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

For additional information contact: Ray Avila, SBCSELPA Executive Director  
Santa Barbara County SELPA  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
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**SELPA DEL CONDADO DE SANTA BÁRBARA  
COMITÉ DE AGENCIA DE PODERES UNIDOS**

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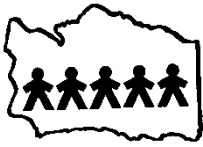
Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2023-2024 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111

Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2023-2024 para SELPA del Condado de Santa Bárbara

FECHA DE AUDIENCIA: 1 de mayo, 2023  
HORA: 12:00 p.m.  
LUGAR: Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

Para información Adicional: Ray Avila, Directora de SELPA  
SELPA del Condado de Santa Bárbara  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
(805) 683-1424





**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 MARCH 6, 2023, REGULAR MEETING**

**Public Session – 12:00 p.m.**

**Jonata Middle School Library**

**301 Second Street, Buellton, CA 93427**

**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.** at Jonata Middle School Library, Buellton, CA.

**B. Roll Call**

Lindsay MacDonald took membership roll call.

Members Present: Holly Edds

Antonio Garcia

Anne Hubbard, Chairperson

Randal Haggard, Vice-Chairperson

Emilio Handall (**Arrived at 12:18 p.m.**)

Hilda Maldonado

Susan Salcido

Members Absent: Amy Alzina, Clerk

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

Kirsten Escobedo, Assistant Superintendent, Special Education, SBCEO

Beverly Sherman, Coordinator for Special Education, SYVSEC

**C. Flag Salute**

Anne Hubbard led the assembly in the Pledge of Allegiance.

**D. Welcome Guests**

Ray Avila began by welcoming our regular meeting attendees that are not on the Board or from SBCSELPA, Kirsten Escobedo & Beverly Sherman. Additionally, he introduced Ivan Alvarez, EdD, MA, LEP, Bilingual School Psychologist, SBCEO, who was also joining the meeting to observe as he is in the process of obtaining his PASC. There were no other guests in attendance at the meeting.

SBCSELPA JPA BOARD  
MINUTES OF MARCH 6, 2023

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

Ray Avila reviewed the report he prepared for the JPA Board, highlighting item 5, CDE Compliance Monitoring, and item 6, Legislative Update. Regarding item #5, Ray shared upcoming CDE compliance monitoring (CIM): for comprehensive improvement through CDE. Last year, CDE monitoring IEP progress online. Moving forward, statewide, over five hundred LEAs will enter "targeted" status. Annual determination letters will come out March 20<sup>th</sup>. Regarding item #6, Ray shared State SELPA Association has two bills being proposed. 1517, Gallagher; SELPA Governance Bill – to promote focus on what SELPAs do throughout the state for students. Also, SB354, vetoed last year with feedback on lacking costs. Clarification on the revision of the bill has been since included, authored by Ochoa Bogh.

Lastly, Ray recognized SBUSD for prevailing in a due process case against a notable attorney in the county. Prevailing is a win for SBUSD, but also for other LEAs in the county. The Board was satisfied; there were no questions or comments.

**II. PUBLIC COMMENTS**

There were no public comments.

**III. APPROVAL OF ADDITIONAL EMERGENCY ITEMS**

There were no additional emergency items presented.

**IV. APPROVAL OF ACTION AGENDA**

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

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

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

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

**A. Minutes of February 6, 2023 Regular Meeting**

**B. Ratification of Payment of Claims:** 01-725567 - 01-725575, 01-726627 – 01-726646, 01-727589 – 01-727600, 01-728615 – 01-728629, 01-729400 – 01-729407.

**C. Moss, Levy, & Hartzheim, LLP Auditing Letter of Engagement with SBCSELPA**

**Recommendation:** The JPA Board approves Consent Agenda Items A through C as presented.

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

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

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

*\*Emilio Handall arrived at 12:18 p.m.*

SBCSELPA JPA BOARD  
MINUTES OF MARCH 6, 2023

VI. **PRESENTATION**

A. **Second Interim Report for Fiscal Year 2022-23**

**Presenter: Rachel Wigle, SBCSELPA Chief Business Official**

Rachel Wigle shared a PowerPoint presentation with the JPA Board reviewing the Second Interim Report for Fiscal Year 2022-23. Beginning with a summary, Rachel shared Second Interim requires a budget test of actuals through January 31st. A positive certification will be recorded. Beginning balances have increased based on audited actuals, revenues and expenditures have been updated. Second interim as compared to first interim, funding based on P1 has increased. There is an increase in local revenue. Increases in salaries as well as technologies are allocated within the presentation.

Rachel also provided a multi-year projection; assumptions are that federal funding will remain flat. One-time ADR funding has been included in funding projection. State funding is projected that 8602 will reflect the recent COLA. Expenses include salary step and column. A 5% increase is reflected in the benefits cost.

Next, Trailer Bill language mandates SELPAs to allocate funds based on prior two years ADA, however, funding received will not adequately satisfy this mandate as engineered by the CDE. Therefore, language within the Trailer Bill requires mathematically impossible budgeting practices when considering mandates and funding base rate compounded with declining enrollment. It is estimated that this language creates deficits for at least 65 SELPAs across the state. On Friday, the Department of Finance was notified of the issue with the language, and changes are expected to be rendered within the language.

Hilda Maldonado asked the difference between base rate and ADA. ADA is the number of pupils and their daily attendance. Base rate is the rate of funding which is based off ADA.

Regarding the NPS budget, there is an estimate of 1.9 million dollars in the budget. 2022-23 ending fund estimates equate to approximately \$900,000. Expenditure equated to about \$1 million. The proposed shift of mental health funds may render different recommendations of what to do with ending fund balances.

Hilda asked if districts could use mental health funding for personnel. Rachel shared that the line item shared was earmarked for NPS purposes. However, districts are allocated certain mental health funds under the current funding parameter.

Antonio Garcia asked for more typical examples of student disabilities that trigger NPS placements. Ray shared that it would be RTC for a student identified with autism and intensive needs that demand more than the continuum of mental health services can provide. Another type of placement is for a student who is intellectually disabled, whereby a residential treatment center can adequately address the student's needs. Costs associated with placements range from \$150 thousand to \$250 thousand per year, per student. Anne Hubbard asked if there has ever been a situation wherein a 20 or 21-year-old needed placement. Ray shared that yes, a student has required such a placement, and in within the context of that specific case, Tri-Counties Regional Center would be a close collaborator of funding, services, and transition. The board was satisfied; there were no further questions or comments.

SBCSELPA JPA BOARD  
MINUTES OF MARCH 6, 2023

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

**A. Certification of Second Period Interim Report for Fiscal Year 2022-2023**

1. First and Second Interim Comparison
2. Revenues and Expenditure Multi-Year Comparison
3. Multi-Year Projections Assumptions 2022-2023 Second Interim
4. Second Period Interim Report

**Recommendation:** The JPA Board approves and certifies the second Period Interim Report for Fiscal Year 2022-23 as presented.

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

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

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

**B. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Expansion of Santa Maria/Orcutt Preschool SDC Class for the 2022-2023 School Year**

1. SBCEO Request

**Recommendation:** The JPA Board approve the SBCEO request for expansion of Santa Maria/Orcutt Preschool SDC Class for the 2022-2023 school year as presented.

**Motion to Approve:** Hilda Maldonado **Second:** Holly Edds

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

Ray Avila introduced and then turned it over to Kirsten Escobedo to share in further detail. Kirsten explained that the request is for the remainder of the 22/23 school year, for a para to serve students in Santa Maria and Orcutt. This request arises from the growth of the classroom. The aim is to open a third, three-hour session in the afternoon to satisfy the demand from said growth. The Board was satisfied; there were no questions or comments.

**C. Mental Health Ad Hoc Committee Update and Recommendations**

1. **SBCSELPA Memorandum of Understanding (MOU) Transfer of ERMHS Funds from Member LEAs to SELPA**

**Recommendation:** The JPA Board approve the MOU for the Transfer of ERMHS Funds from Member LEA's to SBCSELPA as presented.

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

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

SBCSELPA JPA BOARD  
MINUTES OF MARCH 6, 2023

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

Ray Avila presented last month during information and discussion on this item. Since last month's meeting, all feedback on the MOU has been reviewed. The MOU is not mandatory for districts but is a method of SELPAs and districts to continue to collaborate with districts. It serves as a symbol of the SELPAs transparency and collaborative spirit in good faith. It will allow the SELPA to pivot, assuming Trailer Bill Language is signed. Upon signature, the MOU will be disseminated to district administrators for signature prior to the end of the 22/23 school year. Ray and Rachel have met with a diversity of administrators across the county, including superintendents, special education directors, and so forth. If all LEAs sign off on the MOU, status quo can be maintained with provisions of mental health services provided by the SELPA. If an LEA does not sign off on the MOU, Ray Avila will consult with the superintendent of the district as to the determination made by the SPED Director. If the superintendent determines that the MOU is not to be signed, they will be required to provide the SELPA with a year and a day notice to the SBCSELPA. It is emphasized that opting out of the MOU has significant financial impact to districts across the county. Additionally, the Local Plan of the SBCSELPA signifies a union between districts, ensuring that all students across the county have their needs provided. If the SELPA receives a year and a day notice, it is to be received no later than June 30th of that year. It is essentially considered a program transition, whereby the district must provide the JPA with a plan and noted efforts of satisfying programs being transferred by November. The JPA then makes the determination if the LEA will be approved for the program to be transferred back from the SELPA. Ray's recommendation is that the JPA not approve transfers, and that the continuum of mental health services be provided through the SELPA.

Randy Haggard asked if NPS placements are part of the carve out. Yes, it is. Hilda Maldonado asked if the MOU needs to be provided to school boards. Ray informed Hilda that districts are advised to bring the MOU to their board at any point in time prior to the end of the academic year. Board approval does not need to be secured for the MOU to be effectively in place.

Holly Edds asked about extra tiers of support for the students placed in NPS. Ray shared that placement; an assessment should occur. Currently, SELPA prior to the part of that assessment, and serves as liaison for that center e is, and finding a bed (placement) for said student. Once the student is placed, there needs to be a visitation within the first six months. The SELPA conducts a 30-Day IEP, and then attempts to execute the visitation within the first three months. In total, three visits per year occur. Additionally, a layer of WRAPAROUND services is also provided to students at district levels. Students transitioning from NPS often receive WRAP services to soften their transition.

Susan Salcido asked if a LEA signs the MOU, is there a different MOU to opt-out. Ray indicated that no, LEAs do not need to sign a different MOU to opt-out. Hilda Maldonado asked if the MOU should be for two years. Ray answered that the SELPA has engineered the MOU for a singular year because the Trailer Bill was written strictly for the 23/24 school year.

Antonio Garcia asked as to the timeline of the trailer bill. The governor's revise will be issued in May, providing a rough guideline as to what we can expect in terms of signatures. However, until the signature is secured, there is unfortunately no way of knowing exactly when the bill will be officially signed, until it is. The expectation is that with relative certainty, the bill will pass. The Board was satisfied; there were no further questions or comments.

SBCSELPA JPA BOARD  
MINUTES OF MARCH 6, 2023

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

**D. Lay Off of Staff Due to Lack of Work: SBCSELPA Board Certified Behavior Analyst (BCBA) Behavior Specialist**

**Recommendation:** The JPA Board approves the layoff of 1.0 FTE SBCSELPA BCBA Behavior Specialist as presented.

**Motion to Approve:** Antonio Garcia **Second:** Emilio Handall

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

Ray Avila introduced and reviewed this item. Since the last JPA meeting, the SELPA has worked with the employee regarding his lay off. The individual did technically have seniority over the current BCBA and possessed rights over the other BCBA being retained. However, due to logistics, the individual being laid off waived his rights and accepts the layoff. The Board was satisfied; there were no questions or comments.

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

**A. 2023-2024 SBCSELPA Local Plan Revision (Second Reading)**

Ray Avila introduced this item sharing that no changes have been made since the first reading. Ray reminded the JPA Board that the next time the Board will see this agenda item will be in May 2023 as an action item for final approval. The Board was satisfied; there were no questions or comments.

**B. First Interim Financial Report Analysis and Recommendations**

1. Proposed MOU – Transfer of ERMHS Funds from Mother LEAs to SELPA

Rachel Wigle shared with the Board that the SBCSELPA had received a positive certification. The Board was satisfied; there were no questions or comments.

**C. SBCSELPA Surrogate Volunteers**

1. An Introduction to Special Education – A Surrogate Volunteer Workshop
2. Educational Surrogate Volunteer Training Process Map
3. SBCSELPA Procedural Handbook, Section 9, Surrogate Volunteer Procedural Guidelines

Jennifer Connolly introduced and reviewed this agenda item, sharing that it was determined this topic needed to be reviewed and updated. Surrogate requests have not occurred often, but the need persists across the County. Six (6) surrogates have since been recruited in collaboration with TCRC. Two (2) surrogates are bilingual. The surrogates are currently available to districts should they encounter the need. The Board was satisfied; there were no questions or comments.

**D. March 2023 SBCSELPA Professional Development Calendar**

1. SBCSELPA 22-23 Professional Development Offerings Booklet  
(Updated February 2023)

Jennifer Connolly briefly reviewed her memo, she shared training that would be coming up in the next month. The Board was satisfied; there were no questions or comments.

SBCSELPA JPA BOARD  
MINUTES OF MARCH 6, 2023

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

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

Hilda Maldonado requested clarification regarding what districts can use legal funds for, Rachel Wigle responded that districts can use the fees for any costs pertinent to legal. The Board was satisfied; there were no further 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 questions or comments.

**VIII. MISCELLANEOUS AGENDA ITEMS**

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

There were no requests for future agenda items.

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

**Date:** May 1, 2023

**Time:** 12:00 p.m.

**Location:** TBD / Jonata School Library, Buellton

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

There were no public comments.

**X. CLOSED SESSION:** The JPA Board adjourned to Closed Session at **1:15 p.m.**

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

**B. Evaluation of the SBCSELPA Executive Director, Ray Avila**

**C. CONFERNECE WITH LABOR NEGOTIATOR** *(Government Code§54957.6)*

**Agency Designated Representative:** Ray Avila

**SBCSELPA Unrepresented Employees:** Classified and Certificated Staff

**XI. RECONVENE TO PUBLIC SESSION:** Anne Hubbard called the meeting back into Public Session at **1:35 p.m.** The Board took the following action:

**C. CONFERENCE WITH LABOR NEGOTIATOR** *(Government Code§54957.6)*

**Agency Designated Representative:** Ray Avila

**SBCSELPA Unrepresented Employees:** Classified and Certificated Staff

**Recommendation:** The JPA Board approves the Closed Session agenda item as presented.

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

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

SBCSELPA JPA BOARD  
MINUTES OF MARCH 6, 2023

XII. **ADJOURNMENT**

The meeting was adjourned at **1:36 p.m.**

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Anne Hubbard, Chairperson  
Santa Barbara County SELPA

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Ray Avila, Secretary  
Santa Barbara County SELPA

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Date

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Date



**Checks Dated 02/22/2023 through 04/20/2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-730320	02/28/2023	Bucio, Rosy	01-5200	487.39	
			01-5910	35.00	522.39
01-730321	02/28/2023	Facio-Leon, Natalie	01-5910		35.00
01-730322	02/28/2023	Foote, Lisa A	01-5910		35.00
01-730323	02/28/2023	Pandac, Philbert R	01-5910		35.00
01-730324	02/28/2023	American Language Services	01-5860		145.00
01-730325	02/28/2023	Anna Whitehouse	01-5860		3,000.00
01-730326	02/28/2023	Annisha Susilo	01-5860		3,000.00
01-730327	02/28/2023	Barbara Katic	01-5800		5,000.00
01-730328	02/28/2023	Frontier	01-5910		115.54
01-730329	02/28/2023	Goleta Union School District	01-5860		28,034.61
01-730330	02/28/2023	Intermountain Residential	01-5890		2,500.00
01-730331	02/28/2023	Jazmin Estebez	01-5910		35.00
01-730332	02/28/2023	Lauren Hoffman	01-5200		1,273.71
01-730333	02/28/2023	Leticia Leon	01-4310		27.30
01-730334	02/28/2023	Monica Romero	01-5860		3,000.00
01-730335	02/28/2023	Patterson Associates	01-5600		5,642.48
01-730336	02/28/2023	Rachel Bidinost	01-5910		35.00
01-730337	02/28/2023	Santa Barbara County Education Office	01-4300		139.34
01-730338	02/28/2023	Stanley Convergent Security So	01-5860		70.11
01-730339	02/28/2023	Staples Business More	01-4300		565.76
01-730340	02/28/2023	Stephanie Guertin	01-5910		35.00
01-730341	02/28/2023	Tamara Starling	01-5860		3,000.00
01-730342	02/28/2023	Tania Nunez De La Torre	01-5910		35.00
01-730343	02/28/2023	The Sound Options Group, LLC	01-5800		7,250.00
01-730344	02/28/2023	Tina Kurrels	01-5910		35.00
01-731310	03/07/2023	Bucio, Rosy	01-5200		1,234.67
01-731311	03/07/2023	Foote, Lisa A	01-5200		172.92
01-731312	03/07/2023	ACSA	01-5300		123.62
01-731313	03/07/2023	Barbara Katic	01-5200		355.34
01-731314	03/07/2023	Cassandra Silvola	01-4310		90.35
01-731315	03/07/2023	Frontier	01-5910		316.51
01-731316	03/07/2023	MDB Consulting	01-5800		500.00
01-731317	03/07/2023	Rachel Bidinost	01-5200		1,084.03
01-731318	03/07/2023	Stephanie Guertin	01-5200		925.65
01-731319	03/07/2023	Tania Nunez De La Torre	01-5200		1,234.68
01-731320	03/07/2023	Tina Kurrels	01-5200		299.99
01-732475	03/14/2023	Avila, Ray S	01-5200		1,148.07
01-732476	03/14/2023	Connolly, Jennifer	01-5200		275.10
01-732477	03/14/2023	Facio-Leon, Natalie	01-5200		590.60
01-732478	03/14/2023	MacDonald, Lindsay	01-4300	13.50	
			01-5200	48.47	61.97
01-732479	03/14/2023	ALD Telecom	01-5910		57.97
01-732480	03/14/2023	APPIC Central Office	01-5860		745.00
01-732481	03/14/2023	Benjamin Ingalls	01-5200		547.21

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

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**Checks Dated 02/22/2023 through 04/20/2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-732482	03/14/2023	Big Green Cleaning Company	01-5860		387.00
01-732483	03/14/2023	CalPERS Financial Reporting	01-3202		3,995.33
01-732484	03/14/2023	CARRIE HICINBOTHOM	01-5200		361.55
01-732485	03/14/2023	Devereux ABH	01-5890		18,696.46
01-732486	03/14/2023	Dora J. Dome Law Offices	01-5800		2,000.00
01-732487	03/14/2023	Erin Dowdy-Quirk	01-4300		170.89
01-732488	03/14/2023	FAGEN FRIEDMAN & FULFROST LLP	01-5830		195.00
01-732489	03/14/2023	Frontier	01-5910		45.30
01-732490	03/14/2023	██████████ 2021-22-70	01-5890		524.74
01-732491	03/14/2023	Heather Bouvier	01-4310		203.99
01-732492	03/14/2023	Jane Harpster	01-4310		510.07
01-732493	03/14/2023	Jazmin Estebez	01-5200		1,129.88
01-732494	03/14/2023	Lava Heights Academy	01-5890		11,177.00
01-732495	03/14/2023	██████████ 2022-23-74	01-5890		1,347.61
01-732496	03/14/2023	Sage Communications, Inc.	01-5910		762.49
01-732497	03/14/2023	VISA	01-4300	497.94	
			01-5200	1,215.24	
			01-5800	967.47	2,680.65
01-732498	03/14/2023	Yolanda Horton	01-5200		360.47
01-733623	03/21/2023	Bucio, Rosy	01-5200		59.27
01-733624	03/21/2023	CPR COMPUTER SERVICES	01-5860		1,560.00
01-733625	03/21/2023	Crystal Ramos	01-5800		1,392.00
01-733626	03/21/2023	Diamond Ranch Academy, Inc.	01-5890		26,346.44
01-733627	03/21/2023	Frontier	01-5910		78.71
01-733628	03/21/2023	Great America Financial Svcs.	01-5860		188.93
01-733629	03/21/2023	Intermountain Residential	01-5890		13,140.00
01-733630	03/21/2023	Santa Barbara Unified District	01-5830		43,033.00
01-733631	03/21/2023	Sarah Gunn	01-5200		588.05
01-733632	03/21/2023	SIRAS Systems	01-5860		550.00
01-733633	03/21/2023	Stanley Convergent Security So	01-5860		276.57
01-733634	03/21/2023	Staples Business Credit	01-4310		202.33
01-733635	03/21/2023	Staples Business More	01-4300		123.89
01-733636	03/21/2023	X Tech Laser Printing Inc.	01-5860		181.77
01-734537	03/28/2023	Avila, Ray S	01-5200		2,120.40
01-734538	03/28/2023	Bucio, Rosy	01-5910		35.00
01-734539	03/28/2023	Connolly, Jennifer	01-5200		823.40
01-734540	03/28/2023	Facio-Leon, Natalie	01-5910		35.00
01-734541	03/28/2023	Foote, Lisa A	01-5200	1,383.08	
			01-5910	35.00	1,418.08
01-734542	03/28/2023	Pandac, Philbert R	01-5200	1,302.55	
			01-5910	35.00	1,337.55
01-734543	03/28/2023	Anna Whitehouse	01-5860		3,000.00
01-734544	03/28/2023	Annisha Susilo	01-5860		3,000.00
01-734545	03/28/2023	Ashley Johnson	01-5200		1,084.85
01-734546	03/28/2023	Barbara Katic	01-5800		5,000.00
01-734547	03/28/2023	Central Coast Otolaryngology	01-5860		372.07

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

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**Checks Dated 02/22/2023 through 04/20/2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-734548	03/28/2023	Frontier	01-5910		116.01
01-734549	03/28/2023	Jazmin Estebez	01-5910		35.00
01-734550	03/28/2023	Luis Correa	01-5200		674.70
01-734551	03/28/2023	Monica Romero	01-5860		3,000.00
01-734552	03/28/2023	Patterson Associates	01-5600		5,642.48
01-734553	03/28/2023	Rachel Bidinost	01-5910		35.00
01-734554	03/28/2023	Regents of Univ. of CA	01-8699		48,351.02
01-734555	03/28/2023	Santa Maria Jt.union High Dist	01-7281		131,091.00
01-734556	03/28/2023	Stephanie Guertin	01-5910		35.00
01-734557	03/28/2023	Tamara Starling	01-5860		3,000.00
01-734558	03/28/2023	Tania Nunez De La Torre	01-5910		35.00
01-734559	03/28/2023	Tina Kurrels	01-5910		35.00
01-735390	04/04/2023	Alpha Resource Center	01-5200		854.32
01-735391	04/04/2023	Amy Gillespie	01-5200		1,603.66
01-735392	04/04/2023	Barbara Katic	01-5200		236.72
01-735393	04/04/2023	Cassandra Silvola	01-4310		538.74
01-735394	04/04/2023	Crystal Ramos	01-5800		754.00
01-735395	04/04/2023	Frontier	01-5910		316.32
01-735396	04/04/2023	ILRC, Inc.	01-5800		176.00
01-735397	04/04/2023	Jazmin Estebez	01-5200		1,336.20
01-735398	04/04/2023	Karla Curry	01-5200		553.41
01-735399	04/04/2023	Leticia Leon	01-4310		5.43
01-735400	04/04/2023	Mary Beth Coyne	01-4310		104.20
01-735401	04/04/2023	Monica Santana	01-4310		90.40
01-735402	04/04/2023	Rachel Bidinost	01-5200		1,074.20
01-735403	04/04/2023	Rusty Gordon	01-5200		1,140.20
01-735404	04/04/2023	Stephanie Guertin	01-5200		1,041.52
01-735405	04/04/2023	Tania Nunez De La Torre	01-5200		1,095.16
01-735406	04/04/2023	Tina Kurrels	01-5200		186.02
01-735407	04/04/2023	X Tech Laser Printing Inc.	01-5860		258.30
01-736166	04/11/2023	Foote, Lisa A	01-5200		242.02
01-736167	04/11/2023	MacDonald, Lindsay	01-8699		10.11
01-736168	04/11/2023	Big Green Cleaning Company	01-5860		387.00
01-736169	04/11/2023	Chelsea Oftedal	01-4310		105.57
01-736170	04/11/2023	Sage Communications, Inc.	01-5910		538.67
01-736171	04/11/2023	Santa Barbara Charter School	01-7281		4,109.41
01-736172	04/11/2023	Santa Barbara Unified District	01-7281		40,218.08
01-736173	04/11/2023	Staples Business Credit	01-4310		258.45
01-736174	04/11/2023	VISA	01-4300	881.80	
			01-4400	1,886.14	
			01-5200	212.70	
			01-5800	199.83	3,180.47
01-737222	04/18/2023	Avila, Ray S	01-5200		1,830.58
01-737223	04/18/2023	MacDonald, Lindsay	01-4300		202.03
01-737224	04/18/2023	ACSA	01-5300		123.62
01-737225	04/18/2023	ALD Telecom	01-5910		63.99

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

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**Checks Dated 02/22/2023 through 04/20/2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-737226	04/18/2023	BEVERLY SHERMAN	01-5200		214.66
01-737227	04/18/2023	CalPERS Financial Reporting	01-3202		3,995.33
01-737228	04/18/2023	Chelsea Oftedal	01-4310		14.13
01-737229	04/18/2023	CPR COMPUTER SERVICES	01-5860		900.00
01-737230	04/18/2023	Crystal Ramos	01-5800		754.00
01-737231	04/18/2023	Diamond Ranch Academy, Inc.	01-5890		29,715.58
01-737232	04/18/2023	Frontier	01-5910		80.94
01-737233	04/18/2023	Goleta Union School District	01-5860		25,375.75
01-737234	04/18/2023	Greenacre Homes & School	01-5890		20,197.98
01-737235	04/18/2023	Intermountain Residential	01-5890		17,125.00
01-737236	04/18/2023	Kathrine Sanchez	01-4310		45.53
01-737237	04/18/2023	Lava Heights Academy	01-5890		12,679.00
01-737238	04/18/2023	Santa Barbara Charter School	01-5830		3,300.00
01-737239	04/18/2023	Tri-Valley Trophies & Specialties Co.	01-5800		2,012.49
<b>Total Number of Checks</b>			<b>142</b>		<b>594,921.06</b>

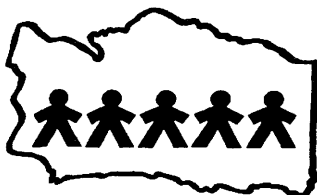
**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	142	594,921.06
	Total Number of Checks	142	594,921.06
	Less Unpaid Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>594,921.06</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.

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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2022-2023 Nonpublic School (NPS) Individual Service Agreements (ISA)

**BACKGROUND:**

- The following ISAs are 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>
Greenacre Homes & School	NPS 2022-23-76	\$80,417.00	3/1/2023 – 06/30/2023
Victor Treatment Centers dba North Valley School, Inc.	NPS 2022-23-77	\$64,478.00	4/17/2023 – 06/30/2023
<b>Total</b>		<b>\$144,895.00</b>	

**FISCAL IMPACT:** The contracted costs for the SBCSELPA NPS placements for 2022-2023 are \$144,895.00.

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

RA:lm



SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
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			Per Month	\$15,281.00		\$61,124
Mental Health Services (Bundled with Education Rate)	x			SEE ED RATE	SEE ED RATE	SEE ED RATE	SEE ED RATE
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 61,124

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 80,417

## 4. Other Provisions/Attachments:

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

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

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

-CONTRACTOR-

-LEA/SELPA-

Greenacre Homes & SchoolSanta Barbara County

(Name of Nonpublic School/Agency)

SELPA(Name of  
LEA/SELPA)Jennifer Dalton-Warner

Jennifer Dalton-Warner (Mar 3, 2023 08:28 PST)

Mar 3, 2023

Ray Avila

Ray Avila (Mar 2, 2023 09:07 PST)

03/02/2023

(Signature)

(Signature)

(Date)

(Date)

Jennifer Dalton-Warner, PrincipalDr. Ray Avila, ExecutiveDirector

(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 April 17, 2023 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 Victor Treatment Centers dba North Valley School, Inc

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

Pupil Name NPS 2022-23-77 Sex: Non-binary Grade: 10  
 (Last) (First) (M.I.)  
 Address \_\_\_\_\_ Road City \_\_\_\_\_ State/Zip CA, 93460  
 (Primary Address; Mother's)

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

Parent/Guardian \_\_\_\_\_ Phone (805) \_\_\_\_\_ (310) \_\_\_\_\_  
 (Mother) (Father)  
 Address \_\_\_\_\_ Road City Solvang State/Zip Ca, 93463  
 (Non-Primary; Father's Address)

**AGREEMENT TERMS:**

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

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$267.00

**Estimated Number of Days** 51 **x Daily Rate** \$267.00 = **PROJECTED BASIC EDUCATION COSTS** \$13,617.00

**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		Per Day	\$267.00	51	\$13,617.00
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)		x		Per Minute	\$2.91	480 (month average x 2.5)	\$3,492
Group Counseling		x		Per Minute	\$2.91	240 (month average x 2.5)	\$1,746

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				
Parent Counseling (520)		x		Per Minute	\$2.91	120 (month average x 2.5)	\$873
Social Work Services (525)		X		Per Minute	\$2.91	180 (month average x 2.5)	\$1,309.50
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			Per Month	\$15,281.00	2.5	\$38,202.50
Mental Health Services							
Other (900)	x			Per Minute	\$2.91	720 (month average x 2.5)	\$5,238
Transportation-Emergency b. Transportation-Parent							
Bus Passes							

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

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$50,861

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 64,478

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-

Victor Treatment Center dba North Valley School, Inc.

Santa Barbara County

(Name of Nonpublic School/Agency)

SELPA

(Name of  
LEA/SELPA)

Kelly Hernandez  
Kelly Hernandez (Apr 14, 2023 12:45 PDT)

04/14/2023

(Signature)  
(Date)

Ray Avila  
Ray Avila (Apr 14, 2023 10:24 PDT)

04/14/2023

(Signature)

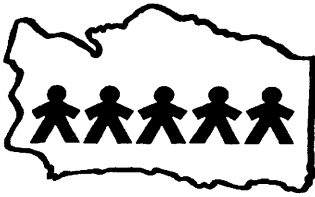
(Date)

Kelly Hernandez, Executive Director

(Name and Title)

Dr. Ray Avila, Executive  
Director

(Name of Superintendent or Authorized Designee)



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

Date: May 1, 2023  
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:

- Greenacre Homes & School (addendum)
- Three Points Center, LLC
- Victor Treatment Centers dba North Valley School, Inc.

**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



## Santa Barbara County

Special Education Local Plan Area

A Joint Powers Agency

### ADDENDUM TO RATE SCHEDULE OF MASTER CONTRACT

The attached rate schedule amends the services offered by NPS, adhering to all contractual stipulations as outlined in the original master contract between NPS and SBCSELPA, made effective on January 4<sup>th</sup>, 2023.

The parties hereto have executed this Addendum To Rate Schedule of Master Contract by and through their duly authorized agents or representatives. This addendum is effective on the 1<sup>st</sup> day of March, 2023 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

#### CONTRACTOR

**Greenacre Homes & School**

Nonpublic School/Agency

By: Jennifer Dalton-Warner 03/06/2023  
Jennifer Dalton-Warner (Mar 6, 2023 12:52 PST)  
Signature Date

Jennifer Dalton-Warner, Principal  
Name and Title of Authorized  
Representative

#### LEA

**Santa Barbara County SELPA**

LEA Name

By: Ray Avila 03/01/2023  
Ray Avila (Mar 1, 2023 13:53 PST)  
Signature Date

Dr. Ray Avila, Executive Director  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

**Jennifer Dalton-Warner, Principal**

**Name and Title**  
Greenacre Homes & School

**Nonpublic School/Agency/Related Service Provider**

**438 Eddie Lane**

**Address**  
Sebastopol, CA 95472

**City State Zip**  
(707) 829-1366 (707) 823-5070

**Phone Fax**  
[jdaltonwarner@greenacrehomes.org](mailto:jdaltonwarner@greenacrehomes.org)

**Email**

Notices to LEA shall be addressed to:

**Dr. Ray Avila, Executive Director**

**Name and Title**  
Santa Barbara County SELPA

**LEA**

**5385 Hollister Avenue, Box 107**

**Address**  
Santa Barbara, CA, 93111

**City State Zip**  
(805) 683-1424 (805) 967-1960

**Phone Fax**  
[Selpa@sbcseelpa.org](mailto:Selpa@sbcseelpa.org)

**Email**

**2022-2023 RATE ADDENDUM**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Greenacre Homes & SchoolThe CONTRACTOR CDS NUMBER: 49-70938-6906002

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

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

SERVICERATEPERIODResidential Room & Board\$15,281Monthly

**EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Three Points Center, LLC.The CONTRACTOR CDS NUMBER: 77-76422-0136366PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:9Maximum Contract Amount: \$78,200

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: \$111.63
- 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: \$270.90
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$2,000</u>	<u>Monthly</u>
<u>Educational Counseling</u> <u>(Individual Therapy)</u>	<u>\$300 (\$1,200)</u>	<u>Weekly (Monthly)</u>
<u>Educational Counseling</u> <u>(Group Therapy)</u>	<u>\$750 (\$3,000)</u>	<u>Weekly (Monthly)</u>
<u>Counseling</u> <u>(Parent/Family Therapy)</u>	<u>\$300 (\$1,200)</u>	<u>Weekly (Monthly)</u>
<u>Inclusive Education Program</u> <u>(Room &amp; Board Daily Rate)</u>	<u>\$270.90</u>	<u>Daily</u>

**EXHIBIT A: 2022-2023 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Victor Treatment Centers dba North Valley School, Inc.The CONTRACTOR CDS NUMBER: 49-70920-7019268

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

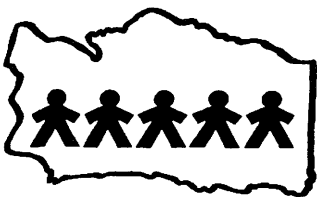
Maximum Contract Amount: \_\_\_\_\_

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: \$267.00
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$267</u>	<u>Education Day</u>
<u>Speech and Language</u> (Subcontracted)	<u>\$118</u>	<u>Hourly</u>
<u>One to One Aide</u>	<u>\$177</u>	<u>Daily</u>
<u>Medication Support Services</u> (Psychiatrist only)	<u>\$5.37</u>	<u>Per Minute</u>
<u>Individual, Group, Family Counseling (510, 515, 520)</u>	<u>\$2.91</u>	<u>Per Minute</u>
<u>Other Transition Services</u> (Social Work Services [525])	<u>\$2.91</u>	<u>Per Minute</u>
<u>STRTP Residential Board &amp; Care</u>	<u>\$15,281</u>	<u>Monthly</u>





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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2023-2024 Nonpublic School (NPS) Master Contract & Exhibit A Rates

**BACKGROUND:**

- The attached 2023-2024 Nonpublic, Nonsectarian School Services Master Contract (**REF: VI-E.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.
- The attached Exhibit A Rates sheets (**REF: VI-E.1.a-e**) for the following nonpublic school (NPS) contractors are attached to the NPS master contract for the 2023-2024 school year and are being presented for JPA Board approval:
  - a. Cinnamon Hills Youth Crisis Center
  - b. Devereux School of Viera
  - c. Intermountain Children's Home & Services
  - d. New Haven Residential Treatment Center (Spanish Fork & Saratoga Springs)
  - e. Pine Ridge Academy at Youth Care of Utah

**FISCAL IMPACT:** Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2023-2024 school year and will be funded out of mental health dollars allocated to SBCSELPA NPS placements.

**RECOMMENDATION:** The JPA Board approves the 2023-2024 NPS Master Contract and corresponding Exhibit A Rate sheet for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2023-2024*

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA SANTA BARBARA COUNTY SELPA

Contract Year 2023-2024

---

X Nonpublic School

Nonpublic Agency

**Type of Contract:**

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

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

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

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

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**2023-2024****CONTRACT NUMBER: 2023-24-00****LOCAL EDUCATION AGENCY:** Santa Barbara County SELPA**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**   

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Santa Barbara County SELPA, hereinafter referred to as the local educational agency (“LEA”), and                      (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

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

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

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



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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

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

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

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

#### **12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

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

#### **15. INSURANCE**

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

#### **PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

## **19. CONFLICTS OF INTEREST**

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing



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

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

## **23. INSTRUCTIONAL MINUTES**

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

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

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

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

## **24. CLASS SIZE**

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

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

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

## 25. CALENDARS

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

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

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

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

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

## 26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory

offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with

the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;

7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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

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

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time

after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

#### **34. DUE PROCESS PROCEEDINGS**

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

#### **35. COMPLAINT PROCEDURES**

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

#### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

### **40. PARENT ACCESS**

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA



at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

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

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures.. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

#### **44. MONITORING**

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

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

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI

clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

#### **46. STAFF QUALIFICATIONS**

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

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections

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

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

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified

service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

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

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

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

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **53. INCIDENT/ACCIDENT REPORTING**

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

## **54. CHILD ABUSE REPORTING**

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

## **55. SEXUAL HARASSMENT**

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

## **56. REPORTING OF MISSING CHILDREN**

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

## **FINANCIAL**

## **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have



communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

## **59. PAYMENT FROM OUTSIDE AGENCIES**

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

## **60. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty

(30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

### **61. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code Section 41422 and 46392:

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

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

### **62. INSPECTION AND AUDIT**

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

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

bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

### **63. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

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

### **64. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Three Points Center, LLC**

**Santa Barbara County SELPA**

**Nonpublic School/Agency**

**LEA Name**

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Dr. Ray Avila, Executive Director**  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

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

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: \_\_\_\_\_

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

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

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

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

1) Daily Basic Education Rate: \_\_\_\_\_2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech &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>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

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



**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Cinnamon Hills Youth Crisis CenterThe CONTRACTOR CDS NUMBER: 77-76422-6130991

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>Specially Designed Instruction RSY &amp; ESY (SDI)</u>	<u>\$175.82</u>	<u>Education Day</u>
<u>Language and Speech Development and Remediation (LSD)</u>	<u>\$110</u>	<u>Calendar Day</u>
<u>Psychological Services Other Than Assessment And IEP Development (PS)</u>	<u>\$85.94</u>	<u>Calendar Day</u>
<u>Non-Medical Care &amp; Room and Board (NMCRB)</u>	<u>\$384.24</u>	<u>Calendar Day</u>

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Devereux School of VieraThe CONTRACTOR CDS NUMBER: 77-76422-0112599

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

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

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

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>227.44</u>	<u>Education Day</u>
<u>Room &amp; Board</u>	<u>\$323.59</u>	<u>Calendar Day</u>
<u>Mental Health Services</u>	<u>\$244.09</u>	<u>Calendar Day</u>
<u>Mental Health Services (Enhanced)</u>	<u>\$281.14</u>	<u>Calendar Day</u>

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Intermountain Children's Home & ServicesThe CONTRACTOR CDS NUMBER: 77-76422-6131122

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>Education</u>	<u>\$248</u>	<u>Education Day</u>
<u>Residential Treatment</u> (Including Mental Health Support)	<u>\$342</u>	<u>Calendar Day</u>
<u>Room and Board</u>	<u>\$67</u>	<u>Calendar Day</u>
<u>Enrollment Fee</u>	<u>\$2,500</u>	<u>Per Enrollment</u>

**EXHIBIT A: 2023-2024 RATES**

REF: VI-E.1d

4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: New Haven Residential Treatment Center (Spanish Fork & Saratoga Springs)The CONTRACTOR CDS NUMBER: 77-76422-0131011 (Spanish Fork), 77-76422-0139642 (Saratoga Springs)

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>Basic Education</u>	<u>\$430</u>	<u>Education Day</u>
<u>Mental Health Services</u>	<u>\$399</u>	<u>Calendar Day</u>
<u>Room and Board</u>	<u>\$79</u>	<u>Calendar Day</u>

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Pine Ridge Academy at Youth Care of UtahThe CONTRACTOR CDS NUMBER: 77-76422-6131262

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

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

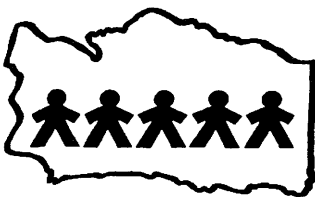
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 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>Basic Education</u>	<u>\$150</u>	<u>Education Day</u>
<u>Mental Health Services</u>	<u>\$220</u>	<u>Calendar Day</u>
<u>Room and Board</u>	<u>\$330</u>	<u>Calendar Day</u>

ANCILLARY SERVICES

<u>Speech &amp; Language Evaluation</u>	<u>\$1,200</u>	<u>Per Evaluation</u>
<u>Speech &amp; Language Intake/Consultation</u>	<u>\$175</u>	<u>Hourly</u>
<u>Speech and Language Individual Sessions</u>	<u>\$175</u>	<u>Hourly</u>
<u>Speech and Language Group Sessions</u> (Up to 3 Students)	<u>\$135</u>	<u>Hourly</u>
<u>Music Therapy</u>	<u>\$125</u>	<u>Hourly</u>



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2023-2024 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates

**BACKGROUND:**

- The attached 2023-2024 Nonpublic, Nonsectarian Agency Services Master Contract (**REF: VI-F.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.
- The attached Exhibit A Rates sheets (**REF: VI-F.1.a-q**) for the following nonpublic agency (NPA) contractors are attached to the NPA master contract for the 2023-2024 school year and are being presented for JPA Board approval:
  - a. Exhibit A Rates Sheet: Alternative Behavior Strategies, LLC dba ABS Kids
  - b. Exhibit A Rates Sheet: Behavioral Intervention Specialists of LA, LLC
  - c. Exhibit A Rates Sheet: California Psychcare, Inc.
  - d. Exhibit A Rates Sheet: CHG Healthcare Services dba CompHealth Medical Staffing
  - e. Exhibit A Rates Sheet: Children's Therapy Network, Inc-Ventura
  - f. Exhibit A Rates Sheet: EdTheory
  - g. Exhibit A Rates Sheet: Maxim Healthcare Staffing Services, Inc-San Luis Obispo
  - h. Exhibit A Rates Sheet: New Life Physical Therapy Services
  - i. Exhibit A Rates Sheet: New Mediscan II, LLC dba Cross Country Education
  - j. Exhibit A Rates Sheet: OT Arts
  - k. Exhibit A Rates Sheet: Peer Buddies LLC
  - l. Exhibit A Rates Sheet: Pioneer Health Services LLC
  - m. Exhibit A Rates Sheet: Protocol Agency, Inc.
  - n. Exhibit A Rates Sheet: STAR of California dba ERA ED
  - o. Exhibit A Rates Sheet: Sunbelt Staffing LLC
  - p. Exhibit A Rates Sheet: The Genesis Group, Inc.
  - q. Exhibit A Rates Sheet: The Stepping Stones Group, LLC – San Jose

**FISCAL IMPACT:** Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2023-2024 school year and will be funded out of mental health dollars.

**RECOMMENDATION:** The JPA Board approves the 2023-2024 Nonpublic, Nonsectarian Agency Services Master Contract and corresponding Exhibit A Rates for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2023-2024*

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA                      SANTA BARBARA COUNTY SELPA

Contract Year 2023-2024

Nonpublic School

X

Nonpublic Agency

**Type of Contract:**

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

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

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

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



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**2023-2024****CONTRACT NUMBER: 2023-24-00****LOCAL EDUCATION AGENCY:** Santa Barbara County SELPA**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**   

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Santa Barbara County SELPA, hereinafter referred to as the local educational agency (“LEA”), and                      (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

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

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

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

#### **12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

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

#### **15. INSURANCE**



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

#### **PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

## **19. CONFLICTS OF INTEREST**

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing

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

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

## **23. INSTRUCTIONAL MINUTES**

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

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

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

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

## **24. CLASS SIZE**

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

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

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

## 25. CALENDARS

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

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

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

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

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

## 26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory

offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with



the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;

7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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

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

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time

after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

#### **34. DUE PROCESS PROCEEDINGS**

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

#### **35. COMPLAINT PROCEDURES**

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

#### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

### **40. PARENT ACCESS**

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA

at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

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

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures.. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

#### **44. MONITORING**

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

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

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI



clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

#### **46. STAFF QUALIFICATIONS**

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

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections

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

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

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified

service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

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

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

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

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **53. INCIDENT/ACCIDENT REPORTING**

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

## **54. CHILD ABUSE REPORTING**

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

## **55. SEXUAL HARASSMENT**

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

## **56. REPORTING OF MISSING CHILDREN**

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

## **FINANCIAL**

## **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have

communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

## **59. PAYMENT FROM OUTSIDE AGENCIES**

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

## **60. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty

(30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

### **61. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code Section 41422 and 46392:

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

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

### **62. INSPECTION AND AUDIT**

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

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



bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

### **63. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

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

### **64. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

## CONTRACTOR

### Three Points Center, LLC

### Nonpublic School/Agency

By: \_\_\_\_\_  
Signature Date

**Name and Title of Authorized Representative**

## LEA

**Santa Barbara County SELPA****LEA Name**

By: \_\_\_\_\_  
Signature Date

**Dr. Ray Avila, Executive Director**  
**Name and Title of Authorized Representative**

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

**Dr. Ray Avila, Executive Director**

Name and Title

Name and Title
----------------

Santa Barbara County SELPA

**Nonpublic School/Agency/Related Service Provider**

LEA

**5385 Hollister Avenue, Box 107**

## Address

**Address**

Santa Barbara, CA, 93111

**City** **State** **Zip**

City	State	Zip
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(805) 683-1424

(805) 967-1960

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<b>Phone</b>	<b>Fax</b>
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**Phone**  
Selpa@sbcsepa.org

**Fax**

## Email

Email

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: \_\_\_\_\_

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

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

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

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

1) Daily Basic Education Rate: \_\_\_\_\_2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech &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>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

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

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Alternative Behavior Strategies, LLC dba ABS Kids

The CONTRACTOR CDS NUMBER: 9902048

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>Functional Behavior Assessment (FBA)</u>	<u>\$100</u>	<u>Hourly</u>
<u>BII (Direct Care)</u>	<u>\$82</u>	<u>Hourly</u>
<u>BID (Direct Supervision)</u>	<u>\$112</u>	<u>Hourly</u>
<u>Psychological/Diagnostic Assessment</u>	<u>\$155</u>	<u>Hourly</u>

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Behavior 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>\$55</u>	<u>Hourly</u>
<u>1:1 BT-led Student Support</u>	<u>\$65</u>	<u>Hourly</u>
<u>In-setting ABA Therapy (RBT w/ BCBA Supervision)</u>	<u>\$115</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe 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>\$63.78</u>	<u>Hourly</u>
<u>BID</u>	<u>\$95.13</u>	<u>Hourly</u>
<u>FBA</u>	<u>\$2,200</u>	<u>Per FBA</u>



EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: CHG Healthcare Services dba CompHealth Medical Staffing  
The CONTRACTOR CDS NUMBER: 9900809

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

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

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

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Language and Speech Therapy</u>	<u>\$89-\$102</u>	<u>Hourly</u>
<u>Occupational Therapy</u>	<u>\$89-\$102</u>	<u>Hourly</u>
<u>Physical Therapy</u>	<u>\$89-\$102</u>	<u>Hourly</u>

## EXHIBIT A: 2023-2024 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Children's Therapy Network, Inc-Ventura

The CONTRACTOR CDS NUMBER: 9900438

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>Adapted Physical Education</u>		
Individual In Person	<u>\$130</u>	<u>Hourly</u>
Per Individual in a Group	<u>\$80</u>	<u>Hourly</u>
Individual Seen Virtually	<u>\$95</u>	<u>Hourly</u>
<u>Language and Speech Development and Remediation</u>		
Individual In Person	<u>\$150</u>	<u>Hourly</u>
Per Individual in a Group	<u>\$95</u>	<u>Hourly</u>
Individual Seen Virtually	<u>\$150</u>	<u>Hourly</u>
<u>Occupational Therapy Services</u>		
Individual In Person	<u>\$150</u>	<u>Hourly</u>
Per Individual in a Group	<u>\$95</u>	<u>Hourly</u>
Individual Seen Virtually	<u>\$150</u>	<u>Hourly</u>
<u>Physical Therapy Services</u>		
Individual In Person	<u>\$150</u>	<u>Hourly</u>
Per Individual in a Group	<u>\$95</u>	<u>Hourly</u>
Individual Seen Virtually	<u>\$150</u>	<u>Hourly</u>
<u>Recreation Services</u>		
Individual In Person	<u>\$150</u>	<u>Hourly</u>

Per Individual in a Group	<u>\$95</u>	<u>Hourly</u>
Individual Seen Virtually	<u>\$150</u>	<u>Hourly</u>
<u>Other Related Services</u>		
Reg. Evaluation	<u>\$600</u>	<u>Flat Rate</u>
For IEE	<u>\$900</u>	<u>Flat Rate</u>

**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: ED Theory, LLCThe CONTRACTOR CDS NUMBER: 9901941

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>CERTIFICATED STAFFING</u>		
<u>Speech and Language Pathologist (Monolingual)</u>	<u>\$93</u>	<u>Hourly</u>
<u>Speech and Language Pathologist (Bilingual)</u>	<u>\$95</u>	<u>Hourly</u>
<u>Speech and Language Pathologist Assistant (Monolingual)</u>	<u>\$71</u>	<u>Hourly</u>
<u>Speech and Language Pathologist Assistant (Bilingual)</u>	<u>\$73</u>	<u>Hourly</u>
<u>School Psychologist (Monolingual)</u>	<u>\$110</u>	<u>Hourly</u>
<u>School Psychologist (Bilingual)</u>	<u>\$112</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$93</u>	<u>Hourly</u>
<u>Adapted Physical Education (APE)</u>	<u>\$93</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$93</u>	<u>Hourly</u>
<u>Certified School Nurse/RN</u>	<u>\$93</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist (LMFT)</u>	<u>\$104</u>	<u>Hourly</u>
<u>Board Certified Behavior Analyst (BCBA)</u>	<u>\$120</u>	<u>Hourly</u>
<u>CLASSIFIED STAFFING</u>		
<u>Instructional Assistant/Aide</u>	<u>\$50</u>	<u>Hourly</u>
<u>Licensed Vocational Nurse (LVN)</u>	<u>\$70</u>	<u>Hourly</u>
<u>Certified Nurse Assistant (CNA)</u>	<u>\$57</u>	<u>Hourly</u>

<u>Registered Behavioral Technician (RBT)</u>	<u>\$59</u>	<u>Hourly</u>
<u>Behavioral Technician (BT)</u>	<u>\$50</u>	<u>Hourly</u>
<u>Mental Health Technician</u>	<u>\$88</u>	<u>Hourly</u>
<u>Associate Marriage and Family Technician (AMFT)</u>	<u>\$92</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Maxim Healthcare Staffing Services, Inc-San Luis ObispoThe CONTRACTOR CDS NUMBER: 9902263

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>
Educational Counseling – Individual	\$120	Hour
Educational Counseling – Group of _____	\$120	Hour
Counseling – Parent	\$120	Hour
Language and Speech Therapy – Individual	\$100-\$150	Hour
Language and Speech Therapy – Group of 2	\$100-\$150	Hour
Language and Speech Therapy – Group of 3	\$100-\$150	Hour
Language and Speech Therapy – Per diem	\$100-\$150	Hour
Language and Speech – Consultation Rate	\$100-\$150	Hour
SLPA	\$90	
Occupational Therapy – Individual	\$100-\$115	Hour
Occupational Therapy – Group of 2	\$100-\$115	Hour
Occupational Therapy – Group of 3	\$100-\$115	Hour
Occupational Therapy – Group of 4 - 7	\$100-\$115	Hour
Occupational Therapy – Consultation Rate	\$100-\$115	Hour
Physical Therapy	\$100-\$115	Hour
a. Individual		
b. Consultation		
BCBA	\$130	Hour
Behavior Technician	\$52	Hour
Nursing Services		
a. District Credentialed RN	\$90-\$100	Hour
b. BSN District RN	\$80-\$90	Hour
c. LVN	\$65	Hour
d. Classroom aide/Para Educator	\$37	Hour
School Psychologist	\$130	Hour
SPED Teacher	\$90	Hour
COTA	\$80-\$90	Hour
PTA	\$80-\$90	Hour
Certified Nursing Assistant	\$50	Hour

**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: New Life Physical Therapy Services, PC-HuntingtonThe CONTRACTOR CDS NUMBER: 9903446

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

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

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

- 1) Daily Basic Education Rate: \_\_\_\_\_
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Language and Speech (415)</u>	<u>\$120</u>	<u>Hourly</u>
<u>Language and Speech (415) - VIRTUAL</u>	<u>\$115</u>	<u>Hourly</u>
<u>Language and Speech (415) – Licensed SLPA</u>	<u>\$85</u>	<u>Hourly</u>
<u>Paraprofessional/Facilitator - VIRTUAL</u>	<u>\$45</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$120</u>	<u>Hourly</u>
<u>Occupational Therapy (450) - VIRTUAL</u>	<u>\$115</u>	<u>Hourly</u>
<u>Occupational Therapy (450) – Licensed Cert'd. OT Assistant</u>	<u>\$85</u>	<u>Hourly</u>
<u>Paraprofessional/Facilitator - VIRTUAL</u>	<u>\$38</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	<u>\$120</u>	<u>Hourly</u>
<u>Physical Therapy (460) – Licensed OT Assistant</u>	<u>\$85</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Care (435) (RN)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Care (435) (LVN)</u>	<u>\$75</u>	<u>Hourly</u>
<u>Health and Nursing: Other Services (436) (RN)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Health and Nursing: Other Services (436) (LVN)</u>	<u>\$75</u>	<u>Hourly</u>
<u>Health and Nursing: Other Services (436) (CAN/Health Aide)</u>	<u>\$45</u>	<u>Hourly</u>

<u>Behavior Intervention Services Implementation (535)</u> <u>(BCBA)</u>	<u>\$200</u>	<u>Hourly</u>
<u>Behavior Intervention Services Implementation (535)</u> <u>(BCBA)</u>	<u>\$115 - \$120</u>	<u>Hourly</u>
<u>Behavior Technician</u>	<u>\$50</u>	<u>Hourly</u>
<u>Individual Counseling (510)</u>	<u>\$90</u>	<u>Hourly</u>
<u>Counseling &amp; Guidance (515)</u>	<u>\$90</u>	<u>Hourly</u>
<u>Parent Counseling (520)</u>	<u>\$90</u>	<u>Hourly</u>
<u>Social Work Services (525)</u>	<u>\$90</u>	<u>Hourly</u>
<u>School Psychologist (530)</u>	<u>\$140</u>	<u>Hourly</u>
<u>RBT</u>	<u>\$59</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Assistive Technology Services (445)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$90 - \$100</u>	<u>Hourly</u>
<u>Assistive Technology Services</u> <u>(Credentialed and Classified)</u>	<u>\$100</u>	<u>Hourly</u>
<u>American Sign Language Interpreter</u>	<u>\$80</u>	<u>Hourly</u>
<u>Teacher Assistant/Paraprofessional</u>	<u>\$50</u>	<u>Hourly</u>



**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: New Mediscan II, LLC dba Cross Country EducationThe CONTRACTOR CDS NUMBER: 9900850

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

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

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

- 1) Daily Basic Education Rate: \_\_\_\_\_
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech Language Pathologist (Monolingual)</u>	<u>\$99.75 - \$120.75</u>	<u>Hourly</u>
<u>Speech Language Pathologist (Bilingual)</u>	<u>\$110.25 - \$136.50</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant (Monolingual)</u>	<u>\$70.35 - 78.75</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant (Bilingual)</u>	<u>\$78.75 - \$82.95</u>	<u>Hourly</u>
<u>Occupational Therapists</u>	<u>\$89.25 - \$99.75</u>	<u>Hourly</u>
<u>Certified Occupational Therapist Assistant</u>	<u>\$70.35 - \$78.75</u>	<u>Hourly</u>
<u>Physical Therapists</u>	<u>\$99.75 - \$120.75</u>	<u>Hourly</u>
<u>Physical Therapist Assistants</u>	<u>\$70.35 - \$78.75</u>	<u>Hourly</u>
<u>Certified Nursing Assistant</u>	<u>\$34.13 - \$38.85</u>	<u>Hourly</u>
<u>Licensed Vocational Nursing</u>	<u>\$57.75 - \$61.95</u>	<u>Hourly</u>
<u>Registered Nursing</u>	<u>\$78.75 - \$89.25</u>	<u>Hourly</u>
<u>Certified or Credentialed School Nurse</u>	<u>\$89.25 - \$103.95</u>	<u>Hourly</u>
<u>School Psychologists</u>	<u>\$99.75 - \$131.25</u>	<u>Hourly</u>
<u>Adapted Physical Education Teachers</u>	<u>\$89.25 - \$99.75</u>	<u>Hourly</u>
<u>Behavior Analyst/Consultant</u>	<u>\$99.75 - \$120.75</u>	<u>Hourly</u>
<u>Guidance Counselors</u>	<u>\$78.75 - \$93.45</u>	<u>Hourly</u>
<u>Music Therapists</u>	<u>\$99.75 - \$105</u>	<u>Hourly</u>
<u>Orientation/Mobility Specialists</u>	<u>\$95 - \$115</u>	<u>Hourly</u>

<u>Reading Specialists</u>	<u>\$95-\$110.25</u>	<u>Hourly</u>
<u>Sign Language Interpreters</u>	<u>\$78.75-\$89.25</u>	<u>Hourly</u>
<u>Social Workers</u>	<u>\$85.05-\$89.25</u>	<u>Hourly</u>
<u>Special Education Teachers</u>	<u>\$89.25-99.75</u>	<u>Hourly</u>
<u>Teachers of the Deaf/Hard of Hearing</u>	<u>\$99.75-\$120.75</u>	<u>Hourly</u>
<u>Teachers of the Visually Impaired</u>	<u>\$99.75-\$120.75</u>	<u>Hourly</u>
<u>Behavioral Intervention Development</u>	<u>\$99.75-\$131.25</u>	<u>Hourly</u>
<u>Behavioral Intervention Implementation</u>	<u>\$38.85-49.35</u>	<u>Hourly</u>
<u>Registered Behavior Technician</u>	<u>\$47.25-57.75</u>	<u>Hourly</u>
<u>Paraprofessional/SpEd Aide</u>	<u>\$35.70- \$39.90</u>	<u>Hourly</u>
<u>Marriage and Family Therapist</u>	<u>\$89.25 -\$99.75</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: OT Arts (Lisa Serby)The CONTRACTOR CDS NUMBER: 9901755

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>Occupational Therapy</u> (Individual Clinic Session)	<u>\$225</u>	<u>50 Minutes</u>
<u>Occupational Therapy</u> (Group of 2 Clinic Session)	<u>\$270.50</u>	<u>50 Minutes</u>
<u>Occupational Therapy</u> (Group of 3 Clinic Session)	<u>\$370.50</u>	<u>50 Minutes</u>
<u>Occupational Therapy</u> (Group of 4-7 Clinic Session)	<u>\$562.50</u>	<u>50 Minutes</u>
<u>Occupational Therapy</u> (School Site Services/Consultation Rate)	<u>\$270</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Peer Buddies, LLCThe CONTRACTOR CDS NUMBER: 9903522

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>INVOICE PACKAGE: STANDARD</u>		
<u>Before the Round</u> (Phone meeting, email correspondence, recruitment, assessment, itinerary creation)	<u>\$150</u>	<u>Hourly</u>
<u>During the Round</u> (Weekly Buddy Training, 10 In-person sessions 10 sets of session notes)	<u>\$150</u>	<u>Hourly</u>
<u>After the Round</u> (Written Data Profile: graphs of progress written summary, tips and tools)	<u>\$150</u>	<u>Hourly</u>
<u>TOTAL BILLED</u>	<u>\$4,200</u>	<u>(28 Hours Total)</u>
<u>INVOICE PACKAGE: MID-RANGE</u>		
<u>Before the Round</u> (Phone meeting, email correspondence, recruitment, assessment, itinerary creation)	<u>\$150</u>	<u>Hourly</u>
<u>During the Round</u> (Weekly Buddy Training, 10 In-person sessions 5 sets of session notes)	<u>\$150</u>	<u>Hourly</u>
<u>After the Round</u> (Written Data Profile: graphs of progress written summary, tips and tools)	<u>\$150</u>	<u>Hourly</u>
<u>TOTAL BILLED</u>	<u>\$3,450</u>	<u>(23 Hours Total)</u>
<u>INVOICE PACKAGE: BASIC</u>		
<u>Before the Round</u>	<u>\$150</u>	<u>Hourly</u>

(Phone meeting, email correspondence,  
recruitment, assessment, itinerary creation)

<u>During the Round</u>	<u>\$150</u>	<u>Hourly</u>
(Weekly Buddy Training, 10 In-person sessions 4 sets of session notes)		
<u>TOTAL BILLED</u>	<u>\$2,700</u>	<u>(18 Hours Total)</u>

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Pioneer Healthcare Services, LLC

The CONTRACTOR CDS NUMBER: 9900172

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

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

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

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech Language Pathologist (415)</u>	<u>\$77 - \$95</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant</u>	<u>\$55 - \$67</u>	<u>Hourly</u>
<u>Occupational Therapist (450)</u>	<u>\$77 - \$95</u>	<u>Hourly</u>
<u>Certified Occupational Therapist Assistant</u>	<u>\$55 - \$67</u>	<u>Hourly</u>
<u>Physical Therapist (460)</u>	<u>\$77 - \$95</u>	<u>Hourly</u>
<u>Physical Therapist Assistant</u>	<u>\$55 - \$67</u>	<u>Hourly</u>
<u>School Psychologist (530)</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>RN/LVN (435)</u>	<u>\$45 - \$85</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Protocol Agency, Inc.The CONTRACTOR CDS NUMBER: 9900323

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>Occupational Therapist</u>	<u>\$85 - \$88</u>	<u>Hourly</u>
<u>Occupational Therapy Assistant</u>	<u>\$65 - \$70</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$85 - \$88</u>	<u>Hourly</u>
<u>Physical Therapy Assistant</u>	<u>\$65 - \$70</u>	<u>Hourly</u>
<u>Psychologist</u>	<u>\$90 - \$115</u>	<u>Hourly</u>
<u>School Certified Nursing Assistant</u>	<u>\$38 - \$50</u>	<u>Hourly</u>
<u>School Licensed Vocational Nurse</u>	<u>\$48 - \$62</u>	<u>Hourly</u>
<u>School Registered Nurse</u>	<u>\$73 - \$91</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$68 - \$75</u>	<u>Hourly</u>
<u>Speech Language Pathologist</u>	<u>\$86 - \$100</u>	<u>Hourly</u>
<u>Speech Pathology Assistant</u>	<u>\$67 - \$70</u>	<u>Hourly</u>
<u>Clinical Fellowship Year</u>	<u>\$75 - \$80</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$68 - \$73</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist</u>	<u>\$75 - \$80</u>	<u>Hourly</u>
<u>Behavior Analyst</u>	<u>\$75 - \$80</u>	<u>Hourly</u>
<u>Bilingual Candidate</u>	<u>Add \$5.00</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Star of California dba ERA EDThe CONTRACTOR CDS NUMBER: 9900159

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>Consultation</u>	<u>\$158.68</u>	<u>Hourly</u>
<u>Assessments (FBA/FAA)</u>	<u>\$158.68</u>	<u>Hourly</u>
<u>Supervision</u>	<u>\$158.68</u>	<u>Hourly</u>
<u>Direct Instruction</u>	<u>\$79.36</u>	<u>Hourly</u>
<u>Last-Minute Cancellation/No Show</u>	<u>\$79.36</u>	<u>Hourly</u>
<u>BII Wait Time</u>	<u>\$79.36</u>	<u>Hourly</u>



**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Sunbelt Staffing, LLCThe CONTRACTOR CDS NUMBER: 9900161

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

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

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

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>*Call for Hourly Rate</u>	_____
<u>Language and Speech (415)</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>SLPA, PTA and/or COTA</u>	<u>\$55 - \$77</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$68 - \$97</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$45 - \$97</u>	<u>Hourly</u>
<u>Orientation Mobility Specialist</u>	<u>\$68 - \$97</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$67 - \$97</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>Instructional Assistant</u>	<u>\$37 - \$57</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	<u>\$62 - \$82</u>	<u>Hourly</u>
<u>Social Work Services (525)</u>	<u>\$62 - \$82</u>	<u>Hourly</u>
<u>Psychological Services (530)</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>Behavior Specialist</u>	<u>\$62 - \$82</u>	<u>Hourly</u>
<u>Teacher for the Visually Impaired</u>	<u>\$68 - \$97</u>	<u>Hourly</u>
<u>Sign Language Interpreter</u>	<u>\$50 - \$77</u>	<u>Hourly</u>
<u>Bilingual/Teletherapy SLP, OT, TVI, TDHH etc.</u>	<u>Add \$5 - \$15</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: The Genesis Group, Inc.The CONTRACTOR CDS NUMBER: 9902114

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>ASL Interpreters</u>	<u>\$95-\$115</u>	<u>Hourly</u>
<u>Assistive Technology Specialist</u>	<u>\$95-\$105</u>	<u>Hourly</u>
<u>Audiologist</u>	<u>\$110-\$140</u>	<u>Hourly</u>
<u>Behavior Analyst</u>	<u>\$85-\$90</u>	<u>Hourly</u>
<u>Behavior Technician (RBT)</u>	<u>\$77-\$82</u>	<u>Hourly</u>
<u>Deaf and Hard of Hearing Specialist</u>	<u>\$95-\$110</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist</u>	<u>\$80-\$87</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$95-\$110</u>	<u>Hourly</u>
<u>Occupational Therapy Visit</u>	<u>\$1150-\$130</u>	<u>Hourly</u>
<u>Occupational Therapy Assistant</u>	<u>\$67-\$70</u>	<u>Hourly</u>
<u>Orientation and Mobility Specialist</u>	<u>\$95-\$110</u>	<u>Hourly</u>
<u>Paraprofessional Support</u>	<u>\$55-\$60</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$95-\$110</u>	<u>Hourly</u>
<u>Physical Therapy Visits</u>	<u>\$115-\$130</u>	<u>Hourly</u>
<u>Physical Therapy Assistant</u>	<u>\$50-\$55</u>	<u>Hourly</u>
<u>Education Psychologist</u>	<u>\$105-\$120</u>	<u>Hourly</u>
<u>School Certified Nursing Assistant</u>	<u>\$50-\$55</u>	<u>Hourly</u>
<u>School Guidance Counselors</u>	<u>\$90-\$95</u>	<u>Hourly</u>

<u>School Licensed Vocational Nurse</u>	<u>\$60-\$65</u>	<u>Hourly</u>
<u>School Registered Nurse</u>	<u>\$68-\$73</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$90-\$95</u>	<u>Hourly</u>
<u>Special Education Tutors</u>	<u>\$55-\$60</u>	<u>Hourly</u>
<u>Speech Language Pathologist</u>	<u>\$95-\$115</u>	<u>Hourly</u>
<u>Speech Language Pathologist Visits</u>	<u>\$130-\$140</u>	<u>Hourly</u>
<u>Speech Pathology Assistant</u>	<u>\$67-\$70</u>	<u>Hourly</u>
<u>Clinical Fellowship Year</u>	<u>\$85-\$90</u>	<u>Hourly</u>
<u>Social Workers</u>	<u>\$75-\$80</u>	<u>Hourly</u>
<u>Visually Impaired Specialist</u>	<u>\$95- \$110</u>	<u>Hourly</u>

**EXHIBIT A: 2023-2024 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: The Stepping Stones Group, LLC – San JoseThe CONTRACTOR CDS NUMBER: 9900045

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:

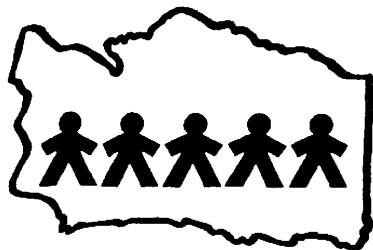
1) Daily Basic Education Rate: \_\_\_\_\_2) Inclusive Education Program

(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>Speech Language Pathologist (SLP)</u>	<u>\$97-\$105</u>	<u>Hourly</u>
<u>Speech Language Pathology Assistant (SLPA)</u>	<u>\$72</u>	<u>Hourly</u>
<u>Occupational Therapist (OT)</u>	<u>\$97-\$100</u>	<u>Hourly</u>
<u>Occupational Therapy Assistant (COTA)</u>	<u>\$72</u>	<u>Hourly</u>
<u>Physical Therapist (PT)</u>	<u>\$97-\$100</u>	<u>Hourly</u>
<u>Physical Therapy Assistant (PTA)</u>	<u>\$70</u>	<u>Hourly</u>
<u>School Psychologist (Psych)</u>	<u>\$110-\$115</u>	<u>Hourly</u>
<u>School Counselor or LMFT</u>	<u>\$95-\$98</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$90</u>	<u>Hourly</u>
<u>Special Education Teachers (SpEd)</u>	<u>\$95</u>	<u>Hourly</u>
<u>Credentialed School Nurse (CSN)</u>	<u>\$105</u>	<u>Hourly</u>
<u>Registered Nurse (RN)</u>	<u>\$80-\$85</u>	<u>Hourly</u>
<u>Licensed Vocational Nurse/Practical Nurse (LVN/LPN)</u>	<u>\$60-\$68</u>	<u>Hourly</u>
<u>Adapted Physical Education (APE)</u>	<u>\$95</u>	<u>Hourly</u>
<u>OMS/TVI/DHH</u>	<u>\$95</u>	<u>Hourly</u>
<u>ASL Interpreter</u>	<u>\$68-\$75</u>	<u>Hourly</u>
<u>Paraeducator (Para)</u>	<u>\$42-\$48</u>	<u>Hourly</u>
<u>Behavior Interventionist</u>	<u>\$50-\$55</u>	<u>Hourly</u>

<u>Behavior Technician</u>	<u>\$55-\$60</u>	<u>Hourly</u>
<u>Registered Behavior Technician (RBT)</u>	<u>\$63-\$68</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$110-\$120</u>	<u>Hourly</u>
<u>ABA</u>	<u>\$57-\$62</u>	<u>Hourly</u>
<u>Bilingual Services</u>	<u>Additional \$8</u>	<u>Hourly</u>



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern 23-24 Match and Services Agreements

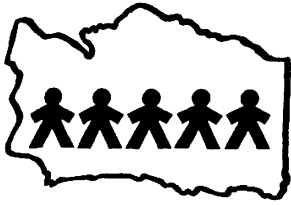
**BACKGROUND:**

- The JPA Board previously approved that SBCSELPA engage in the SB-PIC program, an approved training program with UCSB for doctoral level school-clinical psychologists.
- There are currently three participants that were a match and selected our program sights for their doctoral training.
- These doctoral candidates will be performing school psychologist services for three of our member LEAs/districts:
  - Orcutt Union School District (OUSD) – Catherine (Hee Park) Kyung
  - Lompoc Unified School District (LUSD) – Gabrielle Esposito
  - Santa Maria – Bonita School District (SMBSD) – Emma Warren

**FISCAL IMPACT:** No fiscal impact.

**RECOMMENDATION:** The JPA Board approves the 23-24 SB-PIC intern services agreement as presented.

RA:lm



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REF: VI-G.1

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

**SERVICES AGREEMENT**

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

CONTRACTOR: **Gabrielle Esposito**

Tax ID Number:

Mailing Address:

City: State: CA

Zip Code:

hereinafter referred to as the “CONTRACTOR”.

**RECITALS**

Whereas, the SBCSELPA desires CONTRACTOR to **provide 35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days between August 1, 2023 and June 30, 2024.**

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

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

**A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT**

The term of this Agreement shall be the term set forth for services to be provided by CONTRACTOR under this Agreement. The effective date of this Agreement shall be **August 1, 2023 through June 30, 2024.**

**B. SERVICES CONTRACTOR AGREES TO PERFORM**

CONTRACTOR agrees to perform the services described below:

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

**C. SERVICES SBCSELPA AGREES TO PERFORM**

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

**D. SERVICES DISTRICT AGREES TO PERFORM**

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

## **E. COMPENSATION**

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

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

## **GENERAL CONDITIONS**

### **1. INDEPENDENT CONTRACTOR**

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

### **2. INDEMNIFICATION**

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

### **3. TAXES**

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

### **4. LIABILITY OF SBCSELPA**

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

### **5. DEFAULT**

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

### **6. REMEDIES**

In the event of concerns about the conduct of performance of the CONTRACTOR, *SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance* will be followed and implemented.



If default under Section 5 (“DEFAULT”) has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

- a) SBCSELPA may terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA. SBCSELPA shall specify the date of termination in its written notice of termination for default. CONTRACTOR will be paid for services satisfactorily rendered through the date of termination;
- b) Offset the amount of any outstanding liability of CONTRACTOR against funds otherwise due and owing hereunder or any other agreement with CONTRACTOR;
- c) Withhold funds due hereunder;
- d) Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
- e) Exercise any other remedy available by law.

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

## **7. TERMINATION FOR CONVENIENCE**

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

## **8. WAIVER**

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

## **9. NON DISCRIMINATION**

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

## **10. ENTIRE AGREEMENT**

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

## **11. SEVERABILITY**

If any terms, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

## **12. ADA COMPLIANCE**

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

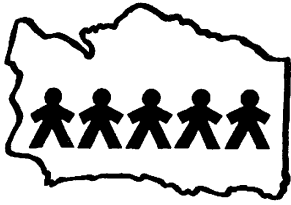
**THIS AGREEMENT IS ENTERED INTO THIS 1<sup>st</sup> DAY OF August, 2023.**

\_\_\_\_\_  
CONTRACTOR – Gabrielle Esposito

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Ray Avila, SELPA Executive Director

\_\_\_\_\_  
Date



REF: VI-G.2

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

**SERVICES AGREEMENT**

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

CONTRACTOR: **Catherine (Hee Park) Kyung**

Tax ID Number:

Mailing Address:

City: State: CA

Zip Code:

hereinafter referred to as the “CONTRACTOR”.

**RECITALS**

Whereas, the SBCSELPA desires CONTRACTOR to **provide 35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days between August 1, 2023 and June 30, 2024.**

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

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

**A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT**

The term of this Agreement shall be the term set forth for services to be provided by CONTRACTOR under this Agreement. The effective date of this Agreement shall be **August 1, 2023 through June 30, 2024.**

**B. SERVICES CONTRACTOR AGREES TO PERFORM**

CONTRACTOR agrees to perform the services described below:

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

**C. SERVICES SBCSELPA AGREES TO PERFORM**

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

**D. SERVICES DISTRICT AGREES TO PERFORM**

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

## **E. COMPENSATION**

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

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

## **GENERAL CONDITIONS**

### **1. INDEPENDENT CONTRACTOR**

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

### **2. INDEMNIFICATION**

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

### **3. TAXES**

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

### **4. LIABILITY OF SBCSELPA**

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

### **5. DEFAULT**

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

### **6. REMEDIES**

In the event of concerns about the conduct of performance of the CONTRACTOR, *SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance* will be followed and implemented.

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- a) SBCSELPA may terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA. SBCSELPA shall specify the date of termination in its written notice of termination for default. CONTRACTOR will be paid for services satisfactorily rendered through the date of termination;
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- d) Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
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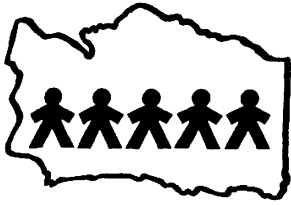
**THIS AGREEMENT IS ENTERED INTO THIS 1<sup>st</sup> DAY OF August, 2023.**

\_\_\_\_\_  
CONTRACTOR – Catherine (Hee Park) Kyung

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Ray Avila, SELPA Executive Director

\_\_\_\_\_  
Date



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

**SERVICES AGREEMENT**

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

CONTRACTOR: Emma Warren

Tax ID Number:

Mailing Address:

City:

State:

Zip Code:

hereinafter referred to as the “CONTRACTOR”.

**RECITALS**

Whereas, the SBCSELPA desires CONTRACTOR to provide 35 hours per week of school psychologist services, and average 5 hours of supervision and didactic training per week, for a total of 190 days between August 1, 2023 and June 30, 2024.

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

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## **8. WAIVER**

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

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## **12. ADA COMPLIANCE**

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

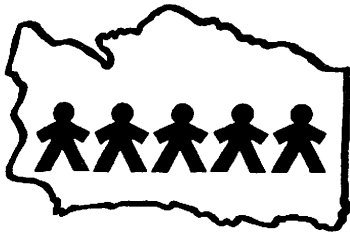
**THIS AGREEMENT IS ENTERED INTO THIS 1<sup>st</sup> DAY OF August, 2023.**

\_\_\_\_\_  
CONTRACTOR – Emma Warren

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Ray Avila, SELPA Executive Director

\_\_\_\_\_  
Date



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

Date: May 1, 2023  
To: SBCSELPA JPA Board  
From: Ray Avila, SBCSELPA Executive Director  
Re: 2023-2024 Contracts for the Provision of Audiological Services

**BACKGROUND:**

- As per our Local Plan, SBCSELPA funds annual audiological check ups, as stated in the IEPs for students who are hard of hearing.
- SBCSELPA contracts with the following local audiological providers for the provision of these services:
  - Audiologic Associates of Santa Barbara
  - Hearing Consultants of California
  - Physician's Hearing Service
  - Raymund J. Llaurodo
- Contracting with more than one audiological provider allows parents flexibility in their choice when seeking audiological services for their child.
- The attached contract (**REF: VI-H.1**) will be submitted to all audiological providers listed above for signature after JPA Board approval of contract.

**FISCAL IMPACT:** Approval of the contracts will not increase services or costs.

**RECOMMENDATION:** The JPA Board approve the attached contract for the provision of audiological services as presented and needed for the period of July 1, 2023, through June 30, 2024.

RA:lm

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2023, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by the CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees, and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication for all services performed and expenses incurred to the date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records, or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111.

Notices to the CONTRACTOR shall be addressed to \_\_\_\_\_.  
\_\_\_\_\_. The effective date of notice shall be the date of the postmark.



## PAYMENT PROVISIONS

### 13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

### 14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When the CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR, and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2023, and terminates on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL  
EDUCATION LOCAL PLAN AREA  
JOINT POWERS AGENCY

By \_\_\_\_\_  
Contracting Officer's  
Signature

By \_\_\_\_\_  
Dr. Ray Avila  
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2023, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Audiologic Associates of Santa Barbara at 215 West Pueblo, Santa Barbara, CA, 93105* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein.

This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication, for all services performed and expenses incurred to date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.



Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to the CONTRACTOR shall be addressed to ***Audiologic Associates of Santa Barbara, 215 West Pueblo, Santa Barbara, CA, 93105***. The effective date of notice shall be the date of the postmark.

## PAYMENT PROVISIONS

### 13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

### 14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2023, and terminates on June 30, 2024, unless sooner terminated as provided herein.

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AUDIOLOGICAL ASSOCIATES  
OF SANTA BARBARA

SANTA BARBARA COUNTY SPECIAL  
EDUCATION LOCAL PLAN AREA  
JOINT POWERS AGENCY

By \_\_\_\_\_  
Contracting Officer's  
Signature

By \_\_\_\_\_  
Dr. Ray Avila  
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

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WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

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<u>Description</u>	<u>Maximum Allowable</u>
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HEARING CONSULTANTS  
OF CALIFORNIA

SANTA BARBARA COUNTY SPECIAL  
EDUCATION LOCAL PLAN AREA  
JOINT POWERS AGENCY

By \_\_\_\_\_  
Contracting Officer's  
Signature

By \_\_\_\_\_  
Dr. Ray Avila  
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2023, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Physician's Hearing Service, 116 S. Palisade Drive, Suite 206, Santa Maria, CA 93454* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

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PHYSICIAN'S HEARING  
SERVICE

SANTA BARBARA COUNTY SPECIAL  
EDUCATION LOCAL PLAN AREA  
JOINT POWERS AGENCY

By \_\_\_\_\_  
Contracting Officer's  
Signature

By \_\_\_\_\_  
Dr. Ray Avila  
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

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WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

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6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication for all services performed and expenses incurred to date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to the CONTRACTOR shall be addressed to ***Raymund J. Llaurado, 220 S. Palisade Drive, Suite 102, Santa Maria, CA 93454***. The effective date of notice shall be the date of the postmark.

## PAYMENT PROVISIONS

### 13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

### 14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2023, and terminates on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

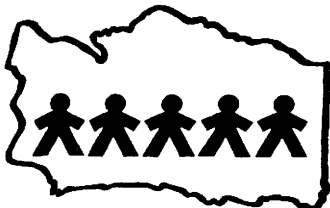
RAYMUND LLAURADO

SANTA BARBARA COUNTY SPECIAL  
EDUCATION LOCAL PLAN AREA  
JOINT POWERS AGENCY

By \_\_\_\_\_  
Contracting Officer's  
Signature

By \_\_\_\_\_  
Dr. Ray Avila  
SELPA Executive Director





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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator

**BACKGROUND:**

- Jennifer Connolly has been employed by the SBCSELPA as the Coordinator since July 2018.
- Ms. Connolly assists the Executive Director in providing efficient administration of the SBCSELPA including the management of personnel and program functions.
- Ms. Connolly provides training and support services to the 25 LEAs within the SBCSELPA. Her staff development has been highly rated by district staff and administrators.
- Ms. Connolly has made satisfactory progress towards her professional goals.
- It is recommended that the contract for Jennifer Connolly as SBCSELPA Coordinator be renewed for the 2023-2024 school year.

**FISCAL IMPACT:** A combination of SBCSELPA AB602 and State and Federal Mental Health dollars will fund \$131,783.00 for this employee's salary.

**RECOMMENDATION:** The JPA Board approves the employment contract renewal for Jennifer Connolly as SBCSELPA Coordinator for the 2023-2024 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent  
Certificated Employee Contract Offer of Employment

Name: Jennifer Connolly Date: May 1, 2023  
 Job Title: SELPA Coordinator Contract Year/Term of Employment: 2023-24  
 % of Contract: 100% Beginning: July 1, 2023 Ending: June 30, 2024  
 Salary Schedule Placement: Step 9 Number of Days: 218  
 Eligibility for Health Benefits: Yes Applicable Education Code Classification: 44903.7  
 Classification: Certificated

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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 provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you the rights required by statute.

As a SBCSELPA Administrator you are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

**DUTIES:**

The SELPA Coordinator shall report directly to the SELPA Executive Director. The duties of the SELPA Coordinator may include but are not limited to assisting the Director in providing efficient administration of the Special Education Local Plan Area including the management of personnel and program functions of the SBCSELPA Administrative Office.

**ANNUAL SERVICE:**

The SELPA Coordinator shall be required to render two hundred eighteen days (218) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred thirty-one thousand seven hundred and eighty-three dollars (\$131,783.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

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

FRINGE BENEFITS:

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

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

The SELPA Coordinator shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Coordinator in the amount of \$300 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Coordinator shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Coordinator for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Coordinator is not to be renewed upon its expiration, the SELPA Coordinator shall be given notice by March 15, 2024, by the SBCSELPA Board.

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

\_\_\_\_\_  
Board Chairperson

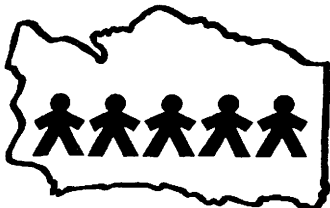
\_\_\_\_\_  
Date

\* \* \* \* \*

I hereby accept the above Contract and agree to comply with  
the terms and conditions thereof and to fulfill all the duties of the  
*SELPA Coordinator* for the Santa Barbara County Special Education  
Local Plan Area Board during the term specified in this contract.

\_\_\_\_\_  
Employee – Jennifer Connolly

\_\_\_\_\_  
Date



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

Date: May 1, 2023  
To: SBCSELPA JPA Board  
From: Ray Avila, SBCSELPA Executive Director  
Re: Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC Specialist

**BACKGROUND:**

- Lisa Foote has been employed by the SBCSELPA as the 1.0 AT/AAC Specialist since September 2020.
- Ms. Foote has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Lisa Foote as the SBCSELPA AT/AAC Specialist be approved for the 2023-2024 school year.

**FISCAL IMPACT:** SBCSELPA Low Incidence dollars will fund \$124,536.00 for this employee's salary.

**RECOMMENDATION:** The JPA Board renews the employment contract for Lisa Foote as SBCSELPA AT/AAC Specialist for the 2023-2024 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)  
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee  
Contract Offer of Employment

Name: <u>Lisa Foote</u>	Date: <u>May 1, 2023</u>
Hours: <u>40 per week</u>	Contract Year/Term of Employment: <u>2023-24</u>
Job Title: <u>AT/AAC Specialist</u>	Beginning: <u>July 1, 2023</u> Ending: <u>June 30, 2024</u>
Salary: <u>\$124,536 (Step 5)</u>	Applicable Education Code Classification: <u>§45103 (b) 2</u>
% of Contract: <u>100%</u>	Number of Days: <u>195</u>
Eligibility for Health Benefits: <u>Yes</u>	Classification: <u>Classified</u>

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

**OFFER OF EMPLOYMENT:**

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 1, 2023

approved the offer of employment for Lisa Foote, SELPA AT/AAC Specialist, for the period of July 1, 2023, through June 30, 2024, subject to the terms and conditions hereinafter set forth.

**DUTIES:**

The SELPA Board AT/AAC Specialist shall report directly to the SELPA Coordinator under the supervision of the SELPA Executive Director. The duties of the SELPA AT/AAC Specialist may include but are not limited to: receive and review student referrals from LEA's in SB County for potential AT/AAC eligibility and services, provide assistive technology evaluations and support for children and young adults with disabilities within the Santa Barbara County SELPA; train staff to implement curricular supports; maintain inventory; present workshops on aspects of assistive technology as it relates to curriculum access. All other duties as assigned by the SELPA Executive Director.

**ANNUAL SERVICE:**

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

**SALARY:**

The base salary for the term of this Agreement shall be one hundred twenty-four thousand five hundred and thirty-six dollars (\$124,536.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

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

**FRINGE BENEFITS:**

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

**TRAVEL ALLOWANCE:**

The SELPA Board AT/AAC Specialist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA AT/AAC Specialist in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA AT/AAC Specialist shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

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

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2024. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA AT/AAC Specialist for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA AT/AAC Specialist is not to be renewed upon its expiration, the SELPA AT/AAC Specialist shall be given notice by March 15, 2024 by the SBCSELPA Board.

\_\_\_\_\_  
SBCSELPA JPA Board Chairperson

\_\_\_\_\_  
Date

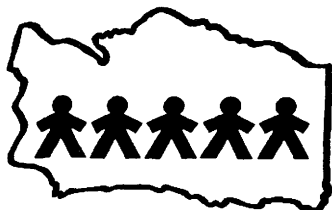
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I hereby accept the above Contract and agree to comply with  
  
the terms and conditions thereof and to fulfill all of the duties of the  
  
*SELPA AT/AAC Specialist* for the Santa Barbara County Special  
  
Education Local Plan Area Board during the term specified  
  
in this contract.

\_\_\_\_\_  
Employee – Lisa Foote

\_\_\_\_\_  
Date





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

Date: May 1, 2023  
To: SBCSELPA JPA Board  
From: Ray Avila, SBCSELPA Executive Director  
Re: Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist

**BACKGROUND:**

- Taryn Hurvitz has been employed by the SBCSELPA as the 0.60 Educational Audiologist since November 2017.
- Ms. Hurvitz has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Taryn Hurvitz as SBCSELPA Educational Audiologist be renewed for the 2023-2024 school year.

**FISCAL IMPACT:** SBCSELPA AB602 dollars will fund this employee's salary (\$63,832.80) and PhD stipend (\$900) for a total of \$64,732.80 for this employee's salary.

**RECOMMENDATION:** The JPA Board approves the employment contract renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist for the 2023-2024 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent  
Certificated Employee Contract Offer of Employment

Name: Taryn Hurvitz

Date: May 1, 2023

Job Title: Audiologist

Contract Year/Term of Employment: 2023-24

% of Contract: 60%

Beginning: July 1, 2023 Ending: June 30, 2024

Salary Schedule Placement: Step 9 + PhD Stipend Number of Days: 117

Eligibility for Health Benefits: Yes

Applicable Education Code Classification: 44903.7

Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you the rights required by statute.

You are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

Non-permanent employees of the SBCSELPA serve school districts and are subject to cancellation or reduction based on member LEA/district needs; and are therefore, subject to the limitations of Education Code §1294.5, and/or 44909, 44910, and 44911. Non-permanent employees serve on annual contracts and may be non-reelected at the end of that contract without regard to the layoff provisions of Education Code § 44955 or 44949. However, your service is also subject to Education Code §44903.7 which may provide you options for continued employment for member districts of the JPA for the SBCSELPA.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

**DUTIES:**

The Audiologist shall report directly to the SBCSELPA Executive Director. The duties of the Audiologist may include but are not limited to performing hearing evaluations on preschool children to young adults; assisting students with hearing-impairments through hearing amplification and auditory skills; and communicating with staff regarding auditory skills, issues, and methods.

ANNUAL SERVICE:

The SELPA Audiologist shall be required to render one hundred seventeen (117) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be sixty-three thousand eight hundred thirty-two dollars and eighty cents (\$63,832.80) plus nine hundred dollars (\$900) stipend for a PhD, payable in 12 equal installments as provided by the legal statutes of the State of California.

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

FRINGE BENEFITS:

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

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

The SELPA Audiologist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Audiologist in the amount of \$90 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Audiologist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

This is a one-year limited term Intern contract that expires on June 30, 2024. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Audiologist for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Audiologist is not to be renewed upon its expiration, the SELPA Audiologist shall be given notice by March 15, 2024, by the SBCSELPA Board.

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

\_\_\_\_\_  
Board Chairperson

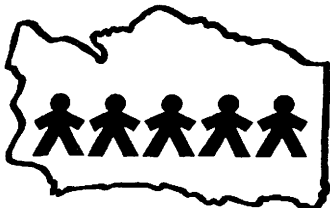
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Date

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I hereby accept the above Contract and agree to comply with  
the terms and conditions thereof and to fulfill all of the duties of the  
*SELPA Audiologist* for the Santa Barbara County Special Education  
Local Plan Area Board during the term specified in this contract.

\_\_\_\_\_  
Employee – Taryn Hurvitz

\_\_\_\_\_  
Date



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst (BCBA)

**BACKGROUND:**

- Rosy Matos-Bucio has been employed by the SBCSELPA as a 1.0 Board Certified Behavior Analyst since September 2018.
- As a SBCSELPA BCBA, some of Ms. Matos-Bucio's duties include consulting with education programs regarding proactive autism programming and behavioral supports, performing behavioral and functional assessments, assisting instructional personnel in plan implementation, and collaborating with related service providers.
- Ms. Matos-Bucio has made satisfactory progress and is appreciated by the individuals she serves and supports.
- It is recommended that the contract for Rosy Matos-Bucio as a SBCSELPA Board Certified Behavior Analyst be renewed for the 2023-2024 school year.

**FISCAL IMPACT:** SBCSELPA AB602 dollars will fund this employee's salary of \$111,844 and PhD stipend of \$1,500 for a total of \$113,344.00.

**RECOMMENDATION:** The JPA Board approves the employment contract renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst for the 2023-2024 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)  
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee  
Contract Offer of Employment

Name: Rosy Matos Bucio, Ph.D.Date: May 1, 2023Hours: 40 per weekContract Year/Term of Employment: 2023-24Job Title: Board Certified Behavior Analyst (BCBA)Beginning: July 1, 2023Ending: June 30, 2024Salary: \$111,844 (Step 9) + PhD StipendApplicable Education Code Classification: §45103 (b) 2% of Contract: 100%Number of Days: 205Eligibility for Health Benefits: YesClassification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 1, 2023, approved the offer of employment for Rosy Matos Bucio, SELPA Board Certified Behavior Analyst, for the period of July 1, 2023, through June 30, 2024, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board Certified Behavior Analyst shall report directly to the SBCSELPA Coordinator under the supervision of the SBCSELPA Executive Director. The duties of the SELPA Board Certified Behavior Analyst may include but are not limited to: consult within education programs regarding pro-active autism programming and behavioral supports; performing behavioral and functional assessments; assisting instructional personnel in plan implementation; and collaborating with related service providers, general education teachers, families, and other agencies as appropriate, conduct ABA trainings and other appropriate staff development.

ANNUAL SERVICE:

The SELPA Board Certified Behavior Analyst shall be required to render two hundred five (205) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred and eleven thousand eight hundred and forty-four dollars (\$111,844.00) payable in 12 equal installments as provided by the legal statutes of the State of California. The base salary for this position shall also include payment of one thousand five hundred dollars (\$1,500) for a Ph.D. stipend.

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

FRINGE BENEFITS:

The SELPA Board Certified Behavior Analyst will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board Certified Behavior Analyst shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Board Certified Behavior Analyst in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Board Certified Behavior Analyst shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

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

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2024. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Certified Behavioral Analyst for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Board Certified Behavioral Analyst is not to be renewed upon its expiration, the SELPA Board Certified Behavioral Analyst shall be given notice by March 15, 2024 by the SBCSELPA Board.

SBCSELP JPA Board Chairperson

Date

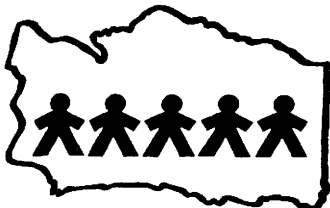
\* \* \* \* \*

I hereby accept the above Contract and agree to comply with the terms and conditions thereof and to fulfill all of the duties of the *SELPA Board Certified Behavior Analyst* for the Santa Barbara County Special Education Local Plan Area Board during the term specified in this contract.

Employee – Rosy Bucio

Date \_\_\_\_\_





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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental Health Manager

**BACKGROUND:**

- Alison Lindsey was employed by the SBCSELPA as a 1.0 Mental Health Specialist from July 2014 to June 2022. In June 2022 Ms. Lindsey was promoted to Mental Health Manager.
- Ms. Lindsey has provided mental health related support, oversight, and coaching to staff in Therapeutic Learning Programs (TLP's – G.R.O.W.) and professional development to other special education staff within SBCSELPA.
- During the 2018-2019 school year, Ms. Lindsey developed and implemented the GROW Program within the school districts across the county.
- Ms. Lindsey has made satisfactory progress toward her professional goals and is appreciated by those individuals she serves and provides support for.
- It is recommended the contract for Alison Lindsey as SBCSELPA Mental Health Manager be renewed for the 2023-2024 school year.

**FISCAL IMPACT:** SBCSELPA will fund \$122,312.00 for this employee's salary.

**RECOMMENDATION:** The JPA Board approves the employment contract renewal for Alison Lindsey as SBCSELPA Mental Health Manager for the 2023-2024 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)  
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee  
Contract Offer of Employment

Name: Alison Lindsey Date: May 1, 2023  
Hours: 40 per week Contract Year/Term of Employment: 2023-24  
Job Title: Mental Health Manager Beginning: July 1, 2023 Ending: June 30, 2024  
Salary: \$122,312 (Step 9) Applicable Education Code Classification: §45103 (b) 2  
% of Contract: 100% Number of Days: 210  
Eligibility for Health Benefits: Yes Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

**OFFER OF EMPLOYMENT:**

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 1, 2023,

approved the offer of employment for Alison Lindsey, SELPA Mental Health Manager, for the period of July 1, 2023, through June 30, 2024, subject to the terms and conditions hereinafter set forth.

**DUTIES:**

The SELPA Mental Health Manager shall report directly to the SBCSELPA Executive Director. The duties of the SELPA Mental Health Manager 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 Manager shall be required to render two hundred and ten (210) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

**SALARY:**

The base salary for the term of this Agreement shall be one-hundred and twenty-two thousand three hundred and twelve dollars (\$122,312.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

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

**FRINGE BENEFITS:**

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

**TRAVEL ALLOWANCE:**

The SELPA Mental Health Manager shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Mental Health Manager in the amount of \$300 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Mental Health Manager 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 Manager is not to be renewed upon its expiration, the SELPA Mental Health Manager 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, 2024. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Mental Health Manager for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Mental Health Manager is not to be renewed upon its expiration, the SELPA Mental Health Manager shall be given notice by March 15, 2024 by the SBCSELPA Board.

SBCSELPA JPA Board Chairperson

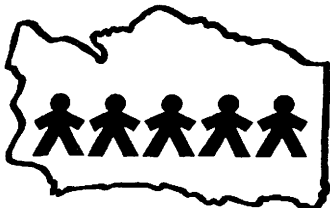
Date

\* \* \* \* \*

I hereby accept the above Contract and agree to comply with the terms and conditions thereof and to fulfill all of the duties of the *SELPA Mental Health Manager* for the Santa Barbara County Special Education Local Plan Area Board during the term specified in this contract.

Employee – Alison Lindsey

Date



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

**BACKGROUND:**

- Natalie Facio-Leon was employed by the SBCSELPA as a Wrap Around services team member from November 2017 through August 2022.
- Ms. Facio-Leon provided mental health-related support as a Youth Support Specialist and Facilitator on the SBCSELPA WRAP team.
- Ms. Facio-Leon was promoted to SBCSELPA Mental Health Specialist in September 2022.
- During her employment at SBCSELPA, Ms. Facio-Leon has made satisfactory progress toward her professional goals 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 renewed for the 2023-2024 school year.

**FISCAL IMPACT:** SBCSELPA Federal Mental Health dollars will fund \$91,739.00 for this employee's salary.

**RECOMMENDATION:** The JPA Board approves the employment contract renewal for Natalie Facio-Leon as SBCSELPA Mental Health Specialist for the 2023-2024 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: May 1, 2023  
Hours: 40 per week Contract Year/Term of Employment: 2023-24  
Job Title: Mental Health Specialist Beginning: July 1, 2023 Ending: June 30, 2024  
Salary: \$91,739 (Step 3) 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 May 1, 2023,

approved the offer of employment for Natalie Facio-Leon, SELPA Mental Health Specialist, for the period of July 1, 2023, through June 30, 2024, 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 ninety-one thousand seven hundred and thirty-nine dollars (\$91,739.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon any offer of subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SELPA 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, 2024. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Mental Health Specialist for a new term mutually acceptable by both parties. 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 notice by March 15, 2024 by the SBCSELPA Board.

\_\_\_\_\_  
SBCSELPA JPA Board Chairperson

\_\_\_\_\_  
Date

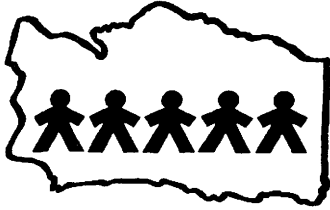
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I hereby accept the above Contract and agree to comply with  
  
the terms and conditions thereof and to fulfill all the duties of the  
  
*SELPA Mental Health Specialist* for the Santa Barbara County  
  
Special Education Local Plan Area Board during the term specified  
  
in this contract.

\_\_\_\_\_  
Employee – Natalie Facio-Leon

\_\_\_\_\_  
Date





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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Rachel Wigle as SBCSELPA Chief Business Official

**BACKGROUND:**

- Rachel Wigle has been employed by the SBCSELPA as the Chief Business Official since September 2021.
- Ms. Wigle assists the Executive Director in providing efficient administration of the SBCSELPA including the management of personnel and program functions.
- Ms. Wigle provides financial support services to the 25 LEAs within the SBCSELPA.
- Ms. Wigle has made satisfactory progress towards her professional goals.
- It is recommended that the contract for Rachel Wigle as SBCSELPA Chief Business Official be renewed for the 2023-2024 school year.

**FISCAL IMPACT:** The AB602 dollars will fund \$144,900.00 for this employee's salary.

**RECOMMENDATION:** The JPA Board approves the employment contract renewal for Rachel Wigle as SBCSELPA Chief Business Official for the 2023-2024 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent  
Classified Employee Contract Offer of Employment

Name: Rachel Wigle Date: May 1, 2023

Job Title: SELPA Chief Business Official Contract Year/Term of Employment: 2023-24

% of Contract: 100% Beginning: July 1, 2023 Ending: June 30, 2024

Salary Schedule Placement: \$144,900 (Step E) Number of Days: 223

Eligibility for Health Benefits: Yes Applicable Education Code Classification: 45100

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 provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you the rights required by statute.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

**DUTIES:**

The SELPA Chief Business Official shall report directly to the SELPA Executive Director. The duties of the SELPA Chief Business Official may include but are not limited to assisting the Director in providing efficient administration of the Special Education Local Plan Area including the management of personnel and program functions of the SBCSELPA Administrative Office and the coordination of oversight of fiscal programs and the budget processes involved.

**ANNUAL SERVICE:**

The SELPA Chief Business Official shall be required to render two hundred twenty-three days (223) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred forty-four thousand and nine hundred dollars (\$144,900.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon each subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SBCSELPA Chief Business Official's salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Chief Business Official, contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Chief Business Official will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

TRAVEL ALLOWANCE:

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Chief Business Official shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Chief Business Official for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Chief Business Official is not to be renewed upon its expiration, the SELPA Chief Business Official shall be given notice by March 15, 2024 by the SBCSELPA Board.

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

\_\_\_\_\_  
Board Chairperson

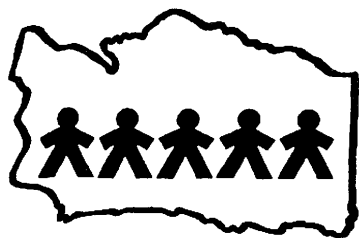
\_\_\_\_\_  
Date

\* \* \* \* \*

I hereby accept the above Contract and agree to comply with  
the terms and conditions thereof and to fulfill all of the duties of the  
*SELPA Chief Business Official* for the Santa Barbara County Special Education  
Local Plan Area Board during the term specified in this contract.

\_\_\_\_\_  
Employee – Rachel Wigle

\_\_\_\_\_  
Date



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County SELPA (SBCSELPA) 2023-2024 Local Plan Annual Budget and Service Plans

**BACKGROUND:**

- The Education Code requires that each year the SBCSELPA governing board hold a public hearing for (**REF: VII-A.1**) and adopts the Annual Budget (ABP) and Service Plans (ASP). These plans are to be kept on file at the SBCSELPA office and made available for public review, to include locations of services.
- The Annual Budget Plan and Attachments (**REF: VII-A.2 & REF: VII-A.3**) is a report of projected SELPA-wide income and expenditures for special education. The projected revenue data comes from the state's AB602 2022-2023 funding at P-1 with increases based on the Governor's January Budget for the 2023-2024 school year. Federal revenue was based on 2022-2023 grants. Projected expenses are obtained from the LEA 2021-2022 SEMB Reports.
- This information does not reflect all special education income since the California Ed Code regulation does not require that the SBCSELPA report income such as transportation. Therefore, this document should not be used as the basis for drawing conclusions regarding the amount of LEA general fund support that will be required to operate special education programs.
- The Annual Service Plan (**REF: VII-A.4**) contains a list of special education services and their locations that are currently available in the SBCSELPA. This data is generated from CALPADS at the SBCSELPA level.

**FISCAL IMPACT:** None

**RECOMMENDATION:** The JPA Board approves the SBCSELPA 2023-2024 Local Plan Annual Budget and Service Plans as presented.

RA/RW:lm

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

# **NOTICE OF PUBLIC HEARING**

The Santa Barbara County SELPA (SBCSELPA) hereby gives notice that a Public Hearing will be held as follows:

**TOPIC OF HEARING:**

**SBCSELPA 2023 - 2024 Annual Budget and Service Plans**

Copies of the SBCSELPA 2023-2024 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111.

After the Public Hearing, the SBCSELPA JPA Board will adopt the 2023-2024 Annual Budget and Service Plans for the SBCSELPA.

**HEARING DATE:** May 1, 2023

**TIME:** 12:00 p.m.

**LOCATION:** Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

For additional information: Ray Avila, SELPA Executive Director  
Santa Barbara County SELPA  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
(805) 683-1424

**SELPA DEL CONDADO DE SANTA BÁRBARA  
COMITÉ DE AGENCIA DE PODERES UNIDOS**

**NOTICIA DE AUDIENCIA  
PÚBLICA**

SELPA del Condado de Santa Bárbara dá noticia que una Audiencia Pública se llevará a cabo en la siguiente manera:

**TEMA DE LA AUDIENCIA:**

**Plan de Fondos Anual y Plan de Servicio Anual para el 2023-2024 de SELPA del Condado de Santa Bárbara (SBCSELPA)**

**Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2023-2024 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111**

**Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2023-2024 para SELPA del Condado de Santa Bárbara**

**FECHA DE AUDIENCIA:** 1 de mayo, 2023

**HORA:** 12:00 p.m.

**LUGAR:** Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

Para información Adicional: Ray Avila, Directora de SELPA  
SELPA del Condado de Santa Bárbara  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
(805) 683-1424

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

# NOTICE OF PUBLIC HEARING

The Santa Barbara County SELPA (SBCSELPA) hereby gives notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

**SBCSELPA 2023 – 2024 Annual Budget and Service Plans**

Copies of the SBCSELPA 2023-2024 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111.

After the Public Hearing, the SBCSELPA JPA Board will adopt the 2023-2024 Annual Budget and Service Plans for the SBCSELPA.

HEARING DATE: May 1, 2023  
TIME: 12:00 p.m.  
LOCATION: Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

For additional information contact: Ray Avila, SBCSELPA Executive Director  
Santa Barbara County SELPA  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
(805) 683-1424

**SELPA DEL CONDADO DE SANTA BÁRBARA  
COMITÉ DE AGENCIA DE PODERES UNIDOS**

# NOTICIA DE AUDIENCIA PÚBLICA

SELPA del Condado de Santa Bárbara dá noticia que una Audiencia Pública se llevará a cabo en la siguiente manera:

TEMA DE LA AUDIENCIA:

**Plan de Fondos Anual y Plan de Servicio Anual para el 2023-2024 de SELPA del Condado de Santa Bárbara (SBCSELPA)**

Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2023-2024 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111

Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2023-2024 para SELPA del Condado de Santa Bárbara

FECHA DE AUDIENCIA: 1 de mayo, 2023  
HORA: 12:00 p.m.  
LUGAR: Jonata Middle School Library  
301 Second Street, Buellton, CA 93427

Para información Adicional: Ray Avila, Directora de SELPA  
SELPA del Condado de Santa Bárbara  
5385 Hollister Avenue, Bldg. 7  
Santa Barbara, CA 93111  
[ravila@sbcselpa.org](mailto:ravila@sbcselpa.org)  
(805) 683-1424



SELPA 

Santa Barbara County
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Fiscal Year 

2023–24
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## LOCAL PLAN

### Section D: Annual Budget Plan

#### SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

2023–24 Local Plan Submission

## Section D: Annual Budget Plan

SELPA 

Santa Barbara County
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Fiscal Year 

2023–24
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**Local Plan Section D: Annual Budget Plan**

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

**IMPORTANT:** Adjustments to any year's apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. California *Education Code (EC)* Section 56048

Pursuant to *EC* Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

## Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 1****Special Education Projected Revenue Reporting (Items D-1 to D-3)****D-1. Special Education Revenue by Source**

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	<input type="text" value="38,856,567"/>	52.48%
AB 602 Property Taxes	<input type="text" value="18,903,875"/>	25.53%
Federal IDEA Part B	<input type="text" value="13,796,796"/>	18.63%
Federal IDEA Part C	<input type="text" value="127,331"/>	0.17%
State Infant/Toddler	<input type="text" value="2,294,788"/>	3.10%
State Mental Health	<input type="text" value="0"/>	0.00%
Federal Mental Health	<input type="text" value="0"/>	0.00%
Other Projected Revenue	<input type="text" value="61,584"/>	0.08%
<b>Total Projected Revenue:</b>	<b>74,040,941</b>	<b>100.00%</b>

**D-2. "Other Revenue" Source Identification**

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to *EC* Section 2572. *EC* Section 56205(b)(1)(B)

\$19,011 Federal Preschool Staff Development and ADR Grants \$42,573 STRS On Behalf for SPED Staff
--

**D-3. Attachment II: Distribution of Projected Special Education Revenue**

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

## Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 2****Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)****D-4. Total Projected Budget by Object Code**

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	<input type="text" value="72,489,527"/>	38.14%
Object Code 2000—Classified Salaries	<input type="text" value="41,658,701"/>	21.92%
Object Code 3000—Employee Benefits	<input type="text" value="49,958,262"/>	26.28%
Object Code 4000—Supplies	<input type="text" value="1,609,353"/>	0.85%
Object Code 5000—Services and Operations	<input type="text" value="20,297,734"/>	10.68%
Object Code 6000—Capital Outlay	<input type="text" value="0"/>	0.00%
Object Code 7000—Other Outgo and Financing	<input type="text" value="4,057,877"/>	2.13%
<b>Total Projected Expenditures:</b>	190,071,454	100.00%

**D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code**

Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

**D-6. Code 7000—Other Outgo and Financing**

Include a description for the expenditures identified under object code 7000:

District Indirect Costs. No SBCSELPA Outgo reported, as SBCSELPA Outgo transfers to districts as revenue to offset expenses they already have and is not actually an expense. SBCSELPA does not have indirect costs.

## Section D: Annual Budget Plan

SELPA Santa Barbara CountyFiscal Year 2023–24**TABLE 3****Federal, State, and Local Revenue Summary (Items D-7 to D-8)****D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding**

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding" fields are automatically calculated.

Revenue Source	Amount	Percentage of Total Funding
Projected State Special Education Revenue	60,097,803	31.62%
Projected Federal Revenue	13,943,138	7.34%
Local Contribution	116,030,513	61.05%
<b>Total Revenue from all Sources:</b>	190,071,454	100.00%

**D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency**

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

**D-9. Special Education Local Plan Area Allocation Plan**

- a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

**I. GUIDING PRINCIPLES**

The Long-Term AB 602 Special Education Fiscal Allocation Plan has been designed to address the following objectives:

1. Provide an incentive for operating cost-effective programs for students in public school programs.
2. Provide no incentive for districts to over-identify students for special education.
3. Provide full-funding for regional programs.
4. Ensure that special education funding is distributed proportionately to LEAs.
5. Acknowledge that the AB 602 Funding Allocation Model will not cover the total costs of special education services and districts will need general fund contributions to cover unfunded special education costs.
6. Keep program requirements in mind as well as the Maintenance of Effort requirement in Federal law (Title 20 U.S.C. §1413(a)(2)(C)(i) and Title 34 CFR §300.205) that there are restrictions when an LEA may reduce the level of special education expenditures "from local funds below the level of

## Section D: Annual Budget Plan

SELPA Fiscal Year 

those expenditures for the preceding fiscal year.”

## II. ALLOCATION OF AB 602 INCOME

The total SELPA special education block grant will be received at the SELPA level for distribution to the special education program operators. The JPA Board authorizes the SBCSELPA Administrative Unit to act as the fiscal agent for the SBCSELPA. Funds for SBCSELPA-funded services shall be taken off-the-top prior to distribution of the remainder of the AB 602 block grant. The SBCSELPA follows the allocation model that the State uses and the remaining AB 602 funds is distributed to districts based upon current year P-2 Funded ADA. In the event of a declared emergency or approved J-13 waiver, the revised P-2 ADA will be used.

b. ☒ YES ☐ NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

## Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 4****Special Education Local Plan Area Expenditures (Items D-10 to D-11)****D-10. Regionalized Operations Budget**

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	<input type="text" value="377,328"/>	7.33%
Object Code 2000—Classified Salaries	<input type="text" value="762,611"/>	14.82%
Object Code 3000—Employee Benefits	<input type="text" value="426,002"/>	8.28%
Object Code 4000—Supplies	<input type="text" value="198,910"/>	3.86%
Object Code 5000—Services and Operations	<input type="text" value="3,381,602"/>	65.71%
Object Code 6000—Capital Outlay	<input type="text" value="0"/>	0.00%
Object Code 7000—Other Outgo and Financing	<input type="text" value="0"/>	0.00%
<b>Total Projected Operating Expenditures:</b>	<b>5,146,453</b>	<b>100.00%</b>

**D-11. Object Code 7000 --Other Outgo and Financing Description**

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

All 7000s for SELPA are distributions to districts and therefore not part of SELPA Exclusive use as defined by this document.

## Section D: Annual Budget Plan

SELPA Santa Barbara CountyFiscal Year 2023–24**TABLE 5****Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)**

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

**D-12. Defined Goals for Students with LI Disabilities**

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

☐ YES    ☒ NO

If "No," describe how the SELPA identifies expenditures for low-incidence disabilities as required by *EC* Section 56205(b)(1)(D)?

SELPA uses a locally defined goal to track SELPA Level Low Incidence expenditures and transfers to districts. Districts propose requested expenditures to SELPA for approval. SELPA grants approval for items that qualify for using low incidence funding. Districts submit invoices to SELPA for reimbursement for purchasing low incidence equipment services and equipment. Some districts use a locally defined field, some are so small that they identify the expense directly, or have departmental tracking.

**D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities**

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.

2,013,786

**D-14. Total Projected Expenditures for Students with LI Disabilities**

Enter the total projected expenditures budgeted for students with LI disabilities.

1,994,219

**D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities**

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.



Special Education Local Plan Area (SELPA) Local Plan

REF: VII-A.3

SELPA Fiscal Year 

**LOCAL PLAN**  
**Attachments**  
**SPECIAL EDUCATION LOCAL PLAN AREA**



California Department of Education

Special Education Division

2023–24 Local Plan Submission

**INTENTIONALLY  
LEFT  
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Attachment I

SELPA: Fiscal Year: **Attachment I—Local Educational Agency Listing****Participating Local Educational Agency Identification**

Enter the California Department of Education (CDE) issued county/district/school code (CDS) and the full name for each local educational agency (LEA) participating in the Local Plan. The LEA names will automatically populate the remaining attachments. Pursuant to California *Education Code (EC)* sections 56205(a)(12)(D)(iii) and 56195.1(b) and (c). SELPAs with one or more LEAs, or those who join with the county office of education (COE) to submit a Local Plan to the CDE for consideration of approval must include copies of joint powers agreements or contractual agreements, as appropriate.

In the table below, enter the CDE issued CDS code and the official name as listed in the California School Directory <https://www.cde.ca.gov/SchoolDirectory/> for each COE, District, Joint Powers Authority (JPA), and SELPA participating in the Local Plan and receiving a special education funding allocation for services and programs provided to students with disabilities.

**To Add or Delete Rows:**

To add or delete table rows, select the "plus" or "minus" buttons bellow. Actions taken here will be automatically repeated for each of the tables in Attachments II through VI. Users must manually enter LEA information in Attachment VII.

**LEA Membership Changes:**

If an LEA was previously reported to the CDE in fiscal year 2021–22 or 2022–23 and there is a change in SELPA membership, **DO NOT DELETE** the entry. Instead, under the "LEA Status" column, select the drop-down menu and choose the applicable status option for the LEA membership change.

**SELPA County/District/School Codes**

- If a SELPA does not have a CDS code, then the associated fields should be left blank. NOTE: If a CDS code section begins with a "0," the zero will not appear in the user's entry.
- If a SELPA does not have a complete CDS code, then leave the associated district and school code blank.
- If a SELPA is not a charter LEA, then leave the associated charter code blank.

## Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2023–24

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	1	42	76786	6118202	326	Adelante Charter School	Luis	Correa	(805) 966-7392	lcorrea@sbunified.org	Previously Reported
	2	42	69104	0		Ballard Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@buelltonusd.org	Previously Reported
	3	42	69112	0		Blochman Union Elementary	Sam	Orozco	(805) 937-1148	sorozco@blochmanusd.org	Previously Reported
	4	42	69138	0		Buellton Union Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@buelltonusd.org	Previously Reported
	5	42	69146	0		Carpinteria Unified	Robert	Scheerger	(805) 684-7657	robert.scheerger@cusd.net	Previously Reported
	6	42	69161	0		Cold Spring Elementary	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	7	42	69179	0		College Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@buelltonusd.org	Previously Reported
	8	42	75010	0		Cuyama Joint Union	Kirsten	Escobedo	(805) 698-4222	kescobedo@sbceo.org	Previously Reported
	9	42	69112	111773	763	Family Partnership Charter	Stephanie	Eggert		sharie.strasburger@fpcharter.org	Previously Reported
	10	42	69195	0		Goleta Union Elementary	Amanda	Martinez	(805) 681-1200	amartinez@gusd.us	Previously Reported
	11	42	69203	0		Guadalupe Union Elementary	Nathan	Moreno	(805)343-2114	nmoreno@gusdbobcats.com	Previously Reported
	12	42	69211	0		Hope Elementary	Kristen	Lindquist	(805) 563-2974	klindquist@hopescchooldistrict.org	Previously Reported

## Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2023–24

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	13	42	69229	0		Lompoc Unified	Jamie	Johnson	(805) 742-3291	johnson.jamie@lusd.org	Previously Reported
	14	42	69245	0		Los Olivos Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported
	15	42	92290	0	973	Manzanita Public Charter	Robert	Altavilla	(805) 734-5600	altavillar@verizon.net	Previously Reported
	16	42	69252	0		Montecito Union Elementary	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	17	42	69260	0		Orcutt Union Elementary	Rusty	Gordon	(805) 938-8960	RGordon@orcutt-schools.net	Previously Reported
	18	42	76786	11603	20	Santa Barbara Charter School	Stacy	Tolkin	(805) 967-6522	stacysbcs@gmail.com	Previously Reported
	19	42	76786	0		Santa Barbara Unified	Karla	Curry	(805) 963-4331	kvcurry@sbunified.org	Previously Reported
	20	42	69310	0		Santa Maria Joint Union High	Frances	Evans	(805) 922-4573	fevans@smjuhsd.org	Previously Reported
	21	42	69120	0		Santa Maria-Bonita	Erik	Thompson	(805) 361-8180	ethompson@smbsd.net	Previously Reported
	22	42	69328	0		Santa Ynez Valley Union High	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported
	23	42	69336	0		Solvang Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported
	24	42	69344	0		Vista Del Mar	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported

Attachment I

SELPA:

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2023–24

	25	42	10421	0		Santa Barbara County Education Office (SELPA included in data)	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	<div>Previously Reported</div>
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## Attachment II

SELPA: Fiscal Year: 

Each SELPA must adhere to requirements for developing and reporting special education budget revenue and expenditures. The following excerpt is taken from California School Accounting Manual (CSAM): Procedure 755 Special Education on page 755-1 and included to assist the SELPA with completing Section D: Annual Budget Plan information for each LEA participating in the SELPA's Local Plan.

Special education budgets are complex and are of great interest to the public, both locally and statewide. *EC* Section 56205(b)(1) requires that a special education budget shall identify particular elements. Identification of the following elements is facilitated by the standardized account code structure (SACS):

1. Apportionment received by the LEA in accordance with the allocation plan adopted by the SELPA. (The apportionment is tracked in SACS in the resource field in combination with the revenue code in the object field.)
2. Administrative costs of the plan. (These costs are tracked in the function field.)
3. Costs of special education services to pupils with severe disabilities and low-incidence disabilities. (This population is identified by the goal field.)
4. Costs of special education services to pupils with nonsevere disabilities. (This population is identified by the goal field.)
5. Costs of supplemental aids and services provided to meet the individual needs of pupils placed in regular education classrooms and environments. (Costs of these aids and services are tracked in the function field.)
6. Costs of regionalized operations and services and direct instructional support by program specialists in accordance with Part 30, Chapter 7.2, Article 6, of the California *EC*, Program Specialists and Administration of Regionalized Operations and Services. (These costs are tracked in the goal field for regionalized operations and in the function field for instructional services.)
7. Use of property taxes allocated to the SELPA pursuant to *EC* Section 2572. (Property taxes allocated to the SELPA are tracked in the resource field and identified by a revenue code in the object field.)

## Attachment II

SELPA: Fiscal Year: **Attachment II—Projected Special Education Revenue by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue funding sources allowed by the Individuals with Disabilities Education Act (IDEA). Information included in this table must be consistent with revenues identified in Section D, Table 1. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 1.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
1	Adelante Charter School	141,837	85,268	0	53,521	0	0	0	0	280,626
2	Ballard Elementary	0	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	92,794	55,785	0	35,015	0	0	0	0	183,594
4	Buellton Union Elementary	1,340,516	795,468	0	573,492	0	0	0	0	2,709,476
5	Carpinteria Unified	1,020,949	603,355	0	445,502	0	0	0	0	2,069,806
6	Cold Spring Elementary	0	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0	0
8	Cuyama Joint Union	0	0	0	0	0	0	0	0	0



## Attachment II

SELPA: Fiscal Year: 

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
9	Family Partnership Charter	210,289	126,419	0	79,351	0	0	0	0	416,059
10	Goleta Union Elementary	1,655,605	995,296	0	835,549	0	0	0	0	3,486,450
11	Guadalupe Union Elementary	625,932	376,290	0	297,494	0	0	0	0	1,299,716
12	Hope Elementary	406,055	244,107	0	204,927	0	0	0	0	855,089
13	Lompoc Unified	4,370,523	2,571,218	0	1,884,123	0	0	0	0	8,825,864
14	Los Olivos Elementary	0	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	222,672	133,863	0	84,024	0	0	0	0	440,559
16	Montecito Union Elementary	0	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	2,219,094	1,331,967	0	1,005,703	0	0	0	0	4,556,764
18	Santa Barbara Charter School	136,805	82,243	0	51,622	0	0	0	0	270,670

## Attachment II

SELPA: Fiscal Year: 

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
19	Santa Barbara Unified	6,294,801	3,784,233	0	2,552,609	0	0	0	0	12,631,643
20	Santa Maria Joint Union High	4,428,313	2,662,160	0	1,670,996	0	0	0	0	8,761,469
21	Santa Maria-Bonita	8,116,216	4,836,225	0	3,829,582	0	0	0	0	16,782,023
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0	0
24	Vista Del Mar	0	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	7,574,166	219,978	127,331	193,286	2,294,788	0	0	61,584	10,471,133
Totals:		38,856,567	18,903,875	127,331	13,796,796	2,294,788	0	0	61,584	74,040,941

## Attachment III

SELPA: Santa Barbara County

Fiscal Year: 2023–24

**Attachment III—Projected Expenditures by Object Code by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education expenditures by LEA and object code as allowed by the IDEA. Information included in this table must be consistent with expenditures identified in Section D, Tables 2 . NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 2.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
1	Adelante Charter School	210,704	113,408	91,546	1,711	101,985	0	0	519,354
2	Ballard Elementary	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	149,285	26,500	56,297	8,651	1,320	0	0	242,053
4	Buellton Union Elementary	2,852,637	1,717,627	2,037,632	72,177	1,312,284	0	0	7,992,357
5	Carpinteria Unified	2,613,633	1,489,593	1,801,761	76,036	770,551	0	0	6,751,574
6	Cold Spring Elementary	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0
8	Cuyama Joint Union	0	0	0	0	0	0	0	0
9	Family Partnership Charter	247,641	0	33,257	4,069	71,165	0	0	356,132

## Attachment III

SELPA: Santa Barbara CountyFiscal Year: 2023–24

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
10	Goleta Union Elementary	4,221,016	4,479,826	3,365,627	88,561	232,629	0	0	12,387,659
11	Guadalupe Union Elementary	1,163,653	324,635	573,155	36,203	686,244	0	0	2,783,890
12	Hope Elementary	1,072,192	657,575	690,167	23,967	256,007	0	0	2,699,908
13	Lompoc Unified	8,426,121	4,401,774	5,590,915	123,742	1,391,699	0	0	19,934,251
14	Los Olivos Elementary	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	335,803	136,097	102,085	12,000	16,500	0		602,485
16	Montecito Union Elementary	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	3,305,845	1,986,422	2,046,194	109,089	1,564,298	0	0	9,011,848
18	Santa Barbara Charter School	0	0	0	0	0	0	0	0
19	Santa Barbara Unified	15,210,580	9,808,661	9,071,679	291,897	5,317,328	0	38,368	39,738,513
20	Santa Maria Joint Union High	7,302,480	5,111,602	5,876,604	114,832	1,290,995	0	795,618	20,492,131

## Attachment III

SELPA: Santa Barbara County

Fiscal Year: 2023–24

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
21	Santa Maria-Bonita	14,506,687	5,242,279	9,308,253	314,340	3,142,394	0	1,138,358	33,652,311
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0
24	Vista Del Mar	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	10,871,250	6,162,702	9,313,090	332,078	4,142,335	0	2,085,533	32,906,988
<b>Totals:</b>		72,489,527	41,658,701	49,958,262	1,609,353	20,297,734	0	4,057,877	190,071,454

## Attachment IV

SELPA: Santa Barbara County

Fiscal Year: 2023–24

**Attachment IV—Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue received by each funding source. Information provided must be consistent with revenues identified in Section D, Table 3. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 3.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
1	Adelante Charter School	53,521	0.38%	227,105	0.38%	238,728	280,626
2	Ballard Elementary	0	0.00%	0	0.00%	0	0
3	Blochman Union Elementary	35,015	0.25%	148,579	0.25%	58,459	183,594
4	Buellton Union Elementary	573,492	4.11%	2,135,984	3.55%	5,282,879	2,709,476
5	Carpinteria Unified	445,502	3.20%	1,624,304	2.70%	4,681,768	2,069,806
6	Cold Spring Elementary	0	0.00%	0	0.00%	0	0
7	College Elementary	0	0.00%	0	0.00%	0	0
8	Cuyama Joint Union	0	0.00%	0	0.00%	0	0
9	Family Partnership Charter	79,351	0.57%	336,708	0.56%	(59,927)	416,059

## Attachment IV

SELPA: Santa Barbara County

Fiscal Year: 2023–24

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
10	Goleta Union Elementary	835,549	5.99%	2,650,901	4.41%	8,901,210	3,486,450
11	Guadalupe Union Elementary	297,494	2.13%	1,002,222	1.67%	1,484,174	1,299,716
12	Hope Elementary	204,927	1.47%	650,162	1.08%	1,844,919	855,089
13	Lompoc Unified	1,884,123	13.51%	6,941,741	11.55%	11,108,388	8,825,864
14	Los Olivos Elementary	0	0.00%	0	0.00%	0	0
15	Manzanita Public Charter	84,024	0.60%	356,535	0.59%	161,926	440,559
16	Montecito Union Elementary	0	0.00%	0	0.00%	0	0
17	Orcutt Union Elementary	1,005,703	7.21%	3,551,061	5.91%	4,455,086	4,556,764
18	Santa Barbara Charter School	51,622	0.37%	219,048	0.36%	0	270,670
19	Santa Barbara Unified	2,552,609	18.31%	10,079,034	16.77%	26,836,200	12,631,643
20	Santa Maria Joint Union High	1,670,996	11.98%	7,090,473	11.80%	11,730,662	8,761,469

## Attachment IV

SELPA: Fiscal Year: 

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
21	Santa Maria-Bonita	3,829,582	27.47%	12,952,441	21.55%	16,870,287	16,782,023
22	Santa Ynez Valley Union High	0	0.00%	0	0.00%	0	0
23	Solvang Elementary	0	0.00%	0	0.00%	0	0
24	Vista Del Mar	0	0.00%	0	0.00%	0	0
25	Santa Barbara County Education Office (SELPA included in data)	339,628	2.44%	10,131,505	16.86%	22,435,854	10,471,133
Totals:		13,943,138	100.00%	60,097,803	100.00%	116,030,613	74,040,941



## Attachment V

SELPA: Fiscal Year: **Attachment V—Projected Expenditures by Local Educational Agency for Supplemental Aids and Services in the Regular Classroom for Students with Disabilities and Those Identified with Low Incidence Disabilities**

Enter the revenue allocated to each LEA for supplemental aids and services (SAS) for those students with disabilities placed in the regular classroom setting and those who are identified with low incidence (LI) disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 5.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
1	Adelante Charter School	0	10,000
2	Ballard Elementary	0	0
3	Blochman Union Elementary	38,841	6,850
4	Buellton Union Elementary		37,200
5	Carpinteria Unified	0	32,744
6	Cold Spring Elementary	0	0
7	College Elementary	0	0
8	Cuyama Joint Union	0	0
9	Family Partnership Charter	0	8,699

## Attachment V

SELPA: Fiscal Year: 

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
10	Goleta Union Elementary	0	62,337
11	Guadalupe Union Elementary	0	17,947
12	Hope Elementary	507,000	507,000
13	Lompoc Unified	0	96,178
14	Los Olivos Elementary	0	0
15	Manzanita Public Charter	0	0
16	Montecito Union Elementary	0	0
17	Orcutt Union Elementary	0	54,939
18	Santa Barbara Charter School	0	6,850
19	Santa Barbara Unified	0	194,613
20	Santa Maria Joint Union High	109,445	116,524

## Attachment V

SELPA: Fiscal Year: 

List	LEA Official Name (District, Charter, COE, JPA, <i>and</i> SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
21	Santa Maria-Bonita	1,358,500	240,656
22	Santa Ynez Valley Union High	0	0
23	Solvang Elementary	0	0
24	Vista Del Mar	0	0
25	Santa Barbara County Education Office (SELPA included in data)	0	606,682
Totals:		2,013,786	1,999,219

Attachment VI

SELPA:

Fiscal Year:

# **Attachment VI must be completed using the CDE approved Microsoft Excel Template**

**Attachment VI—Specialized Academic Instruction (SAI)/Specially Designed Instruction (SDI) and Related Services**

Enter all special education Services provided by the SELPA's LEA membership and location (site) where they are provided. If code 900 is selected, the specific special education service must be defined in Local Plan Section E: Annual Service Plan. Licensing, certification, and provider qualifications for each identified service must be in accordance with law (see the Local Plan Guidance Document for more information). Attachment VI must be included with each Local Plan Section E: Annual Service Plan submission to the California Department of Education (CDE).

DATE: 4/17/2023

FISCAL YEAR: 2023-24

**SELPA NAME:** Santa Barbara County SELPA

For each LEA school/site name identified in "Column A," place an "x" in the corresponding instructional and/or related

[illegible]





[illegible]



[illegible]

[illegible]

Special Education Local Plan Area (SELPA) Local Plan

SELPA Fiscal Year 

**LOCAL PLAN**

**Section E: Annual Service Plan**

**SPECIAL EDUCATION LOCAL PLAN AREA**



California Department of Education  
Special Education Division  
2023–24 Local Plan Annual Submission

## Section E: Annual Service Plan

SELPA: Santa Barbara County

Fiscal Year: 2023–24

**Local Plan Section E: Annual Service Plan**

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

**Services Included in the Local Plan Section E: Annual Service Plan**

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

**Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.**

- ☒ 330—Specialized Academic Instruction/  
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children. (34 CFR 300.39(b)(3)).

## Section E: Annual Service Plan

SELPA: Fiscal Year: 
☒ 210—Family Training, Counseling, Home  
Visits (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development."

☐ 220—Medical (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 230—Nutrition (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 240—Service Coordination (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes the coordination of special education and related services.

☒ 250—Special Instruction (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's

## Section E: Annual Service Plan

SELPA: Fiscal Year: 

Individual Family Service Plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.

☐ 260—Special Education Aide (Ages 0-2 only) ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 270—Respite Care (Ages 0-2 only) ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 340—Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

Individualized Education Program (IEP) Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

☒ 350—Individual and Small Group Instruction

Provide a detailed description of the services to be provided under this code.

Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program (30 EC 56441.2, 5 CCR 305.1) (Ages 3 through 5 only).

☒ 415—Speech and Language ☐ *Service is Not Currently Provided*

## Section E: Annual Service Plan

SELPA: Santa Barbara CountyFiscal Year: 2023–24

Provide a detailed description of the services to be provided under this code.

"Services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included. Services include: specialized instruction and services, monitoring, reviewing, and consultation. Services may be direct or indirect including the use of a speech consultant."

☒ 425–Adapted Physical Education☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program. (CCR Title 5 §3051.5).

☒ 435–Health and Nursing: Specialized  
Physical Health Care☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health care services means those health services prescribed by the child's licensed physician and/or surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (CEC 49423.5 (d)).

☒ 436–Health and Nursing: Other☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing

## Section E: Annual Service Plan

SELPA: Fiscal Year: 

intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program. (34 CFR 300.34; CCR Title 5 §3051.12 (a))."

☒ 445—Assistive Technology☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers. (34 CFR Part 300.6).

☒ 450—Occupational Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"Includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services provided based upon recommendation of the IEP team and by a qualified occupational therapist registered with the American Occupational Therapy Certification Board. (CCR Title 5 §. 3051.6, EC Part 30 §56363)."

☒ 460—Physical Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services are provided, based on recommendation of the IEP team, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy



## Section E: Annual Service Plan

SELPA: Santa Barbara CountyFiscal Year: 2023–24

between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents. (B&PC Ch. 5.7, CCR Title 5 §3051.6, EC Part 30 §56363, GC-Interagency Agreements Ch. 26.5 §7575(a)(2)).

☒ 510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program. (34 CFR § 300.24(b)(2), (CCR Title 5 §3051.9).

☒ 515–Counseling and Guidance

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. (34 CFR 300.306; CCR Title 5 §3051.9).

☒ 520–Parent Counseling

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an Individualized

## Section E: Annual Service Plan

SELPA: Fiscal Year: 

Education Program (IEP) to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.31(b)(7); CCR Title 5 §3051.11).

☒ 525—Social Worker☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided pursuant to an Individualized Education Program (IEP) by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

☒ 530—Psychological☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"These services, provided by a credentialed or licensed psychologist pursuant to an Individualized Education Program (IEP), include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24). IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10)."

☒ 535—Behavior Intervention☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. (CCR Title 5 §3001(d)).

## Section E: Annual Service Plan

SELPA: Fiscal Year: ☐ 540–Day Treatment☒ 545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671)).

☒ 610–Specialized Service for Low Incidence Disabilities☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's Individualized Education Program (IEP), including frequency and duration of the services to the student. (CCR Title 5 §3051.16 & 3051.18).

☒ 710–Specialized Deaf and Hard of Hearing☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included. (CCR Title 5 §3051.16 and 3051.18).

☒ 715–Interpreter☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student. (CCR Title 5, §3051.16)."

## Section E: Annual Service Plan

SELPA: Fiscal Year: ☒ 720–Audiological☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include measurements of acuity, monitoring amplification, as well as planning, organizing, and implementing audiology programs. Consultation services with teachers, parents or speech pathologists must be identified in the Individualized Education Program (IEP) as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2).

☒ 725–Specialized Vision☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs, including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher. (CAC Title 5 §3030(d), EC 56364.1)."

☒ 730–Orientation and Mobility☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an Individualized Education Program (IEP).

☐ 735–Braille Transcription☒ *Service is Not Currently Provided*

## Section E: Annual Service Plan

SELPA: Fiscal Year: 

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 740—Specialized Orthopedic

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.

☐ 745—Reading

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 750—Note Taking

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☐ 755—Transcription

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

## Section E: Annual Service Plan

SELPA: Fiscal Year: ☐ 760—Recreation Service, Including  
Therapeutic Recreation☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included on their IEP. Should that change, the services will be made available.

☒ 820—College Awareness☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

The result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

☒ 830—Vocational Assessment, Counseling,  
Guidance, and Career Assessment☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

"Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions. (Title 5 §3051.14)."

☒ 840—Career Awareness☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. There is a need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds. (34 CFR-§300.29).

☒ 850—Work Experience Education☐ *Service is Not Currently Provided*

## Section E: Annual Service Plan

SELPA: Fiscal Year: 

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree. (34 CFR 300.26).

☒ 855–Job Coaching☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

☒ 860–Mentoring☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

☒ 865–Agency Linkages (referral and placement)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income). (34 CFR §613).

☒ 870–Travel and Mobility Training☐ *Service is Not Currently Provided*

## Section E: Annual Service Plan

SELPA: Fiscal Year: 

Provide a detailed description of the services to be provided under this code.

Orientation and mobility: 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.

☒ 890—Other Transition Services☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

☐ 900—Other Related Service

Description of the “Other Related Service”

Qualifications of the Provider Delivering “Other Related Service”



**Attachment VI—Specialized Academic Instruction (SAI)/Specially Designed Instruction (SDI) and Related Services**

Enter all special education Services provided by the SELPA's LEA membership and location (site) where they are provided. If code 900 is selected, the specific special education service must be defined in Local Plan Section E: Annual Service Plan. Licensing, certification, and provider qualifications for each identified service must be in accordance with law (see the Local Plan Guidance Document for more information). Attachment VI must be included with each Local Plan Section E: Annual Service Plan submission to the California Department of Education (CDE).

DATE: 4/17/2023

FISCAL YEAR: 2023-24SELPA NAME: Santa Barbara County SELPA

For each LEA school/site name identified in "Column A," place an "x" in the corresponding instructional and/or related

[illegible]

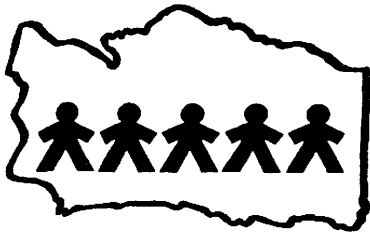


CDE Official Local Educational Agency Name	School or Site Name	County/District/ School Code (xx-xxxxx-xxxxxxxx)	Charter Number (if applicable) (xxxx)																																																																																																																																																																																																																																																																																																																																															
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**Santa Barbara County**  
**Special Education Local Plan Area**  
 A Joint Powers Agency

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

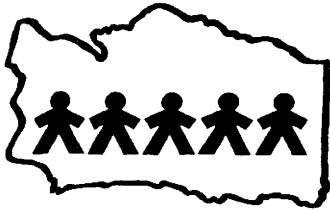
Re: 2023-2024 SBCSELPA Local Plan Revision (*Approval*)

**BACKGROUND:**

- In Spring of 2020 the CDE adopted new templates for formatting SELPA Local Plans with the directive that Local Plans be revised and submitted for approval by June 30, 2020. The SBCSELPA followed the CDE guidelines and submitted a revised Local Plan that was approved by CDE in August 2020. For all purposes of reviewing the proposed revised Local Plan as instructed by the CDE please use the padlet link below.
- After the initial revision, the CDE now requires that SELPA's review and update their Local Plans every 3 years and submit the newest addition to them. Thus, the SBCSELPA has followed the procedures for review and revision of the current Local Plan to be submitted by June 30, 2023.
- **Padlet Link:** [https://padlet.com/mslaterselpa4200/23\\_24\\_LP\\_Revision](https://padlet.com/mslaterselpa4200/23_24_LP_Revision)
- Local Plan, **Section A:** Contracts and Certifications  
 Local Plan, **Section A, Certification 1:** Local Plan Section B: Governance & Administration  
 Local Plan: **Certification 3:** County Superintendent  
 Local Plan: **Certification 4:** Community Advisory Committee  
 Local Plan: **Certification 5:** Participation Local Education Agency  
 Local Plan, **Section B:** Governance and Administration  
 Local Plan, **Attachments**

**RECOMMENDATION:** The JPA Board approves the 2023-2024 Local Plan Revision as presented.

RA:lm



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Maria-Bonita School District Occupational Therapy (O.T.) Program Transfer Plan

**BACKGROUND:**

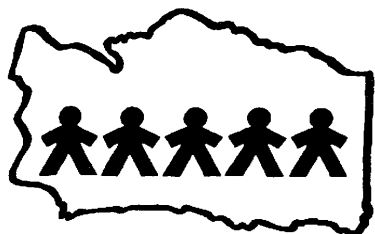
- Per the SBCSELPA Local Plan, receiving LEAs that have submitted letters of intent to take back or begin operation of a regional program must submit a Program Plan to the JPA Board for approval on or before the November JPA Board meeting.
- On June 6, 2022, Santa Maria Bonita School District notified SBCSELPA of its intent to discontinue the provision of occupational services through Orcutt Union School District for the 2023-2024 school year. Santa Maria-Bonita met the SBCSELPA Local Plan program transfer notification requirement of a year and a day. The letter was presented to the JPA Board as an information and discussion item at the August 29, 2022, meeting (**SEE attachment, REF: VII-C.1**).
- Santa Maria-Bonita School District will ensure a continuum of services in house as outlined in the attached program transfer checklist and plan (**SEE attachment, REF: VII-C.2**).

**FISCAL IMPACT:** There is no known fiscal impact on other LEAs/districts at this time.

**RECOMMENDATION:** The JPA Board approve the Santa Maria-Bonita O.T. program transfer plan as presented.

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: 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 'ET', with a long horizontal stroke extending to the right.

Erik Thompson, Director of Special Education

Santa Maria-Bonita School District

**Request for Program Transfers and/or Services**  
**Activities and Timelines Checklist**

**Directions:**

This form is to be completed by any Local Educational Agency (LEA) in Santa Barbara County Special Education Local Plan Area (SBCSELPA) requesting to take back programs and/or services. (This includes students previously served in a regional program.) Each step should be submitted by the due date to SBCSELPA Director and other applicable persons as noted. Remember transfers require a year and a day notice to SBCSELPA and this form submitted to the SBCSELPA with final plan two weeks prior to the JPA Board meeting in November.

**Name of LEA requesting program transfer and /or services:** Santa Maria-Bonita

**Step 1 – Letter of Intent**

Activity	Date Due	Evidence of Activity Submitted to SELPA	SELPA Director Initials	JPA Board Approval Date
1) Letter of Intent to SELPA and sending LEA by the receiving LEA	Prior to the first day of the second fiscal year beginning after the date on which the transfer will take place	August 17,2022		
2) Letter to include date on which the proposed transfer will take effect		August 17,2022		
Comments:				

**Step 2 - Development of a Detailed Program Transfer Plan**

Activity	Date Due	Evidence of Activity Submitted to SELPA	SELPA Director Initials	JPA Board Approval Date
1) Evidence pupil needs within the SELPA can be met	Two weeks prior to the JPA Board meeting in November	04/05/2023		
2) Evidence availability of a full continuum of services to affected pupils has been considered				
3) Evidence continuation of current IEPs of affected pupils has been considered				
4) Evidence provision of services and LRE for affected pupils has been considered				
5) Evidence of maintenance of all IEP support services has been considered				
6) Assurance statement that there will be compliance with all federal and state laws and regulations and SELPA policies				
7) Evidence parents and staff were represented in the planning process for both the sending and receiving LEA				
8) Evidence of an agreed upon plan between sending and receiving LEAs for transfer of equipment				
9) Proposed plan for facilities				
10) Certification of the receiving LEA's governing board				
Comments:				

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

**Request for Program Transfers and/or Services**  
**Program Transfer Plan**

<b>Part I – Identification</b>		
Date of Request: 04/05/2023	Effective Date of Student Transfer: 07/01/2023	
Name of Receiving Agency (new site): Santa Maria-Bonita	Name of Sending Agency (existing site): Orcutt Union School District	

<b>Part II – List Type of Programs and/or Services (or Students) being Transferred:</b>	<b>Number of:</b>	
	<b>Staff</b>	<b>Students</b>
A. Description of Program: Occupational Therapy services.	0	0
B. If partial transfer of program, list type of program and services remaining: N/A	0	0

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

**PART III - Complete and attach or insert below a detailed plan for the program transfer that complies with Section 56207(a) (1) thru (7) and other procedural safeguards. (See Checklist and Below)**

*Instructions: Include in each section of the narrative the effect of the proposed transfer on both students being transferred and students remaining in the current program, if any students are remaining. Respond to examples only where they are applicable.*

1. **Pupil needs** (Section 56207 (a) (1))
  - We have 71 students who currently receive OT services either direct or consult.
2. **Continuum of Services** (Section 5607 (a) (2))
  - Continuation of the current individualized education program for all affected students.
3. **Continuation of IEPs** (Section 5607 (a) (3))
  - Continuation of IEPs for all affected students. SMBSD will hire 2 Occupational Therapists to provide the services outlined in the students' IEPs.
4. **LRE** (Section 5607 (a) (4))
  - Continuation of current LRE for all students.
5. **IEP Support Services** (Section 5607 (a) (5))
  - Occupational Therapy (2 therapists)
6. **Assurance Statement** (Section 5607 (a) (6))
  - Sending and receiving LEAs have met and agreed upon the proposed program transfer.
  - SMBSD created an Occupational Therapist job description approved by the Board and created a new classification on the classified management salary schedule in order to be competitive and attract high-quality candidates.
  - SMBSD will ensure that OT services are provided to all students who have those services as part of their IEP and as a provision of FAPE.
7. **Parent and Staff Involvement** (Section 5607 (a) (7))
  - All Parents of students who receive OT services were invited to attend a public meeting to discuss the change from regional services to SMBSD provided services
  - 3 parents attended the meeting
  - Parents were invited via parent square in their native language
  - Slide deck will be provided with agenda and topics discussed.
  - Input was gathered from district administrators, program specialists, teachers, cabinet, human resources and the School Board.
8. **Equipment**
  - N/A
9. **Facilities**
  - The availability of occupational therapy facilities or other specially modified facilities will continue to be provided.

**Part IV - Procedural Safeguards Checklist.**

*This part serves as notification and assurance that the program transfer has been completed with appropriate procedural safeguards.*

N/A

- ☒ IEP team meetings have been held for each affected student and IEPs have been completed reflecting the new program operator and any change in program configuration.

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

educational agencies.


☒ Each LEA has complied with provisions of the Education Code, such as Section 44903.7, relating to the rights of employees affected by the transfer.

**PART V - Resolution of Disputes**

If a dispute arises between the sending or receiving agency regarding the proposed transfer, the matter shall be resolved by the alternative dispute resolution process established pursuant to Ed. Code Section 56207(c) and 56205 (5) (b). Either party may contact the SELPA Director and request a dispute resolution conference as per the SBCSELPA Local Plan.

**PART VI – Receiving Board Certification**

This is to certify that the LEA school board listed below approved the following motions regarding the proposed programs and/or services transfer, including students:

Receiving District/LEA	Date of Board Meeting	Superintendent's Signature
Santa Maria-Bonita School District	March 22, 2023	

# Occupational Therapy Services 2023-24 School Year



Held 4/4/23

ST

# Agenda

- Current provision of Occupational Therapy services for Santa Maria-Bonita students
- Proposed provision of Occupational Therapy services
- Questions/Concerns
- Next steps





# Current Occupational Therapy Services

- Provided as part of a regional program to SMBSD, SMJUHSD, Lompoc, SBCEO, Guadalupe, Orcutt
- Occupational Therapists hired and distributed through Orcutt Schools
- Referral system to request evaluation and or services
- 1.5 Occupational Therapists
- 3 Different Occupational Therapists

# Proposed Occupational Therapy Services

- Santa Maria-Bonita takes over Occupational Therapy services
- Hire our own staff (2 occupational therapists)
- Control of support and services for our students and the support to families



# Questions/Next Steps

- Letter to the SELPA requesting that Santa Maria-Bonita take over Occupational Therapy services from the regional program.
- SELPA board will decide to approve
- If approved - post positions and hire 2 occupational therapists for the 2023-2024 school year



**Lindsay MacDonald**

---

**Subject:**

SM-Bonita - Take Back

**-p.2, Part II, "A": What is the number of students transferring? It is my understanding that 71 students are transferring back to SM-BSD for OT services, therefore you will want to put this number in that section.**

*- This is correct, there are 71 students*

**-p.2, Part IV, "N/A": How was this program transfer communicated to the IEP teams of the 71 students? This is an applicable request and will be questioned by the JPA Board if there is a response of "N/A". Communication is high on their list of requirements!**

*- There was a Family Night held by SMBSD that included Erik, and two program specialists, Shelby Jordan, and Katie Ostapiuk. A parent square note was sent on Friday, March 31st to the parents inviting them to attend the Zoom meeting. We had an interpreter available. The presentation was followed by an open forum for questions.*

**-Do you have a sign-in sheet/attendance roster for the April 4 information meeting?**

*- There was no sign-in sheet, but we have a picture taken via Zoom where you can see the three parents in attendance.*

## Santa Maria-Bonita School District

### S Occupational Therapy Services / Servicios de Terapia Ocupacional

Santa Maria-Bonita School District • 17 days ago • Friday, Mar 31 at 1:04 PM • **Students with OT Services**  
**w Contact Email**

Dear Parents of students who receive Occupational Therapy Services per your child's IEP,  
This letter is to invite you to a forum on April 4, 2023, at 5:30 to discuss the possibility of Santa Maria-Bonita School district taking over Occupational Therapy services from the Special Education Local Plan Area (SELPA). Current students who require occupational therapy to gain access to and make progress in their school curriculum are being provided these services through a referral system with Orcutt Unified School District.

In order to meet the sensory and fine motor needs of our SMBSD students, SMBSD would like to hire our own Occupational Therapists. We believe hiring SMBSD Occupational Therapists will allow us to meet the needs of our students in a more timely and efficient manner.

If you have any questions feel free to contact Erik Thompson, Director of Special Education  
ethompson@smbds.net.

Erik Thompson is inviting you to a scheduled Zoom meeting.

Topic: Occupational Therapy Services for Santa Maria-Bonita School District Zoom Meeting

Time: Apr 4, 2023, 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://smbds.zoom.us/j/85463179521>

Meeting ID: 854 6317 9521

Thank you,

Erik Thompson  
Director, Special Education  
Santa Maria-Bonita School District  
ethompson@smbds.net

Estimados padres de estudiantes que reciben servicios de terapia ocupacional según el IEP de su hijo. Esta carta es para invitarlo a un foro el 4 de abril de 2023 a las 5:30 para discutir la posibilidad de que el Distrito Escolar de Santa María Bonita se haga cargo de los servicios de Terapia Ocupacional del Plan Local de Educación Especial Área (SELPA ). Estudiantes actuales que requieren terapia ocupacional para acceder y progresar en su currículo escolar están recibiendo estos servicios a través de un sistema de referencia con el Distrito Orcutt Escolar Unificado.

Con el fin de satisfacer las necesidades motoras finas y sensoriales de nuestros estudiantes de SMBSD, SMBSD

desea contratar a nuestros propios terapeutas ocupacionales. Creemos que contratar terapeutas ocupacionales de SMBSD no permitirá cumplir las necesidades de nuestros estudiantes de una manera más oportuna y eficiente.

Si tiene alguna pregunta, no dude en comunicarse con Erik Thompson, Director de Educación Especial.  
ethompson@smbd.net

Erik Thompson le está invitando a una reunión de Zoom programada.

Tema: Servicios de terapia ocupacional para la reunion de zoom del distrito escolar de Santa Maria-Bonita.

Hora: 4 de abril de 2023, 5:30 PM hora del Pacífico (EE. UU. y Canadá)

Unase a la reunión de Zoom

<https://smbd.zoom.us/j/85463179521>

Identificación de la reunión: 854 6317 9521

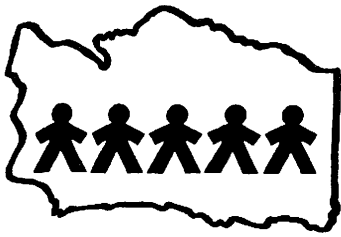
Gracias,

Erik Thompson

Director, Educación Especial

Distrito Escolar de Santa María-Bonita

ethompson@smbd.net



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

REF: VII-D

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2022-2023 Deferred Maintenance Projects & Emergency Repairs

**BACKGROUND:**

- Pursuant to the SBCSELPA housing policy, proposed deferred maintenance projects involving county portables that house regional programs require the approval of the JPA Board prior to reimbursement.
- A \$75,000.00 reserve has been earmarked in the SBCSELPA budget for reimbursement of annual deferred maintenance projects, as well as a \$250,000.00 reserve for MTU Site Improvement.
- On June 6, 2022, the JPA Board approved \$33,600.00 for proposed SBCEO Deferred maintenance projects for 2022-2023. Of this amount \$22,668.00 has been spent.
- SBCEO Building #22 (D) houses the Medical Therapy Unit (MTU Building). SBCSELPA is responsible for providing housing for MTUs. SBCEO and SBCSELPA split the cost of maintaining this building 50/50.
- New Roofing at an estimate of \$40,000 had been proposed for the MTU in 23-24. However, during December 2022 through March 2023, the rain, and windstorms of more than eleven atmospheric river events caused significant damage to the MTU building. The damage created an urgent need for remediation and repair for the health and safety of staff and students and to prevent further building damage.
- The Santa Barbara County Board of Education passed an emergency resolution on April 6, 2023, to approve the repairs (**See attachment, REF: VII-D.1**).
- SBCSELPA's portion repairs total \$60,980.00 for new roofing and mold remediation. Once roofing repair begins in May 2023, the roofer may discover additional repairs needed.

**FISCAL IMPACT:** These projects will reduce the current reserves by up to \$50,047.00. These reserves may be replenished from SBCSELPA's 2022-2023 Ending Fund Balance.

**RECOMMENDATION:** The JPA Board approves funding the necessary repair and remediation costs as presented.

RA/RW: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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### **Resolution No. 2317**

#### **Emergency Resolution**

#### **Award of Contract without Bidding and Advertising**

**WHEREAS**, pursuant to California Public Contract Code §20113, the Board may, by unanimous resolution, by vote of members present, determine that an emergency exists wherein certain repairs, alterations, work, or improvements are necessary to permit the continuation of existing programs and services, or to avoid danger to life or property; and

**WHEREAS**, a resolution regarding such circumstances permits the Santa Barbara County Education Office (SBCEO) to make a contract for the performance of labor and furnishing of materials or supplies for the purpose of addressing the existing situation without advertising for or inviting bids; and

**WHEREAS**, the emergency is described in detail below:

Between the months of December 2022 and March 2023, more than eleven atmospheric river events swept through California resulting in a state of emergency being declared by the Governor on March 1, 2023, and a subsequent March 9 Presidential Emergency Declaration to support communities impacted by the severe winter storms. The rain and windstorms caused significant damage to the roof of Building D (modular) on the SBCEO Cathedral Oaks campus. The roof in Building D has been leaking during this storm season and getting progressively worse with each storm. An inspection of the ceiling and the roof on March 17, 2023, revealed visible mold on the interior plywood lining resulting from leaks in the roof. The sources of the leaks were identified throughout the roof and due to decomposition of material it was determined that the entire roof needs to be replaced as soon as possible. The roof has been patched numerous times in the past but there is now significant damage that can no longer be addressed with temporary solutions.

Building D houses the California Children's Services (CCS) Medical Therapy Unit (MTU) and currently the gym area of the building is closed. The office and one other room in the building have been deemed safe for use by staff and students for the time being. However, services to students have been significantly impacted without access to the gym and the unique equipment that resides in the space. A replacement of the roof is necessary for our students to be able to receive all of the therapy services that they require to be active and healthy.



**WHEREAS**, in order to promptly continue essential programming and services, and to avoid further health risks or continued property loss, it is essential to replace the roof of Building D immediately; and

**WHEREAS**, the estimated cost to resolve this emergency is expected to exceed \$15,000; and

**WHEREAS**, this resolution does not set aside any bonding or security otherwise required by law;

**NOW THEREFORE, BE IT RESOLVED**, that the Santa Barbara County Board of Education declares an emergency and with approval of the County Superintendent of Schools authorizes the SBCEO Administrator of Internal Services to enter into a contract or contracts for the roof replacement or other work required to resolve the building impact without advertising or inviting bids that may include additional work required by local and state agencies.

**PASSED AND ADOPTED** by the Santa Barbara County Board of Education on **April 6, 2023**, by the following vote:

AYES: 6  
 NOES: 0  
 ABSENT: 1  
 ABSTAIN: 0

  
 Judith Frost, President  
 Santa Barbara County Board of Education

  
 Dr. Susan Salcido, Clerk/Secretary  
 Santa Barbara County Board of Education





# Santa Barbara County Education Office

Address all invoices to the Accounting Department:  
4400 Cathedral Oaks Road, PO Box 6307  
Santa Barbara, CA 93160-6307  
(805) 964-4711 FAX (805) 964-3041

## PURCHASE ORDER

NO. 00B23-00057

**VENDOR:** #003134/2

Master Clean USA, Inc.  
dba Pure Maintenance of SB  
PO Box 8032  
Goleta, CA 93118

**SHIP TO:** Cathedral Oaks  
4400 Cathedral Oaks Road  
Santa Barbara, CA 93110-1042  
  
(805) 964-4711

PO Date 04/10/2023		F.O.B.	Ship Via	Tax Rate 7.7500	Terms	Required by
Requisition # 00R23-00109		Requisition Date 04/07/2023	Requisitioner Rachel Hamamoto		Site 4121	Room
ITEM	QTY	UNIT	DESCRIPTION		UNIT COST	EXTENSION
1	1	EACH	Emergency Resolution No. 2317 Building D Cathedral Oaks Roof Project All public work with labor over \$1,000 requires prevailing wages be paid		\$ 529.00	\$ 529.00
2	1	EACH	Inv. 18423 Initail Assesment -Emergency Air Scrubbers and Containment All public work with labor over \$1,000 requires prevailing wages be paid		17,270.00	17,270.00
3	1	EACH	Estimate 18472 Remediation/Demo/Repairs		17,808.10	17,808.10
4	1	EACH	Estimate 18499 High Density UnFaced BATTs Repairs/Reinstall Ceiling Tiles provided by SBCEO Vapor Treatment of Gym area EverPURE process Main Therapy Gym, Rm 1 and Rm 2		4,088.15	4,088.15
5	1	EACH	Estimate 18503 Decontamination and EverPure Vapor porcess of Office space, Playroom and Kitchen		2,207.50	2,207.50
			Inv 2023-0331-D Moisture Reading and Surface Decontamination/Dehumidifiers/MAK Decontamination process All public work with labor over \$1,000 requires prevailing wages be paid			

### IMPORTANT REMINDERS:

- Itemized invoices in duplicate.
- Enclose packing list with ALL shipments.
- No deviation in price or substitution in kind permitted.
- All deliveries F.O.B. destination unless otherwise specified. If freight is to be charged, prepay and add to invoice.
- THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR ALL TOXIC MATERIALS. PLEASE ENCLOSE WITH INVOICE.
- This Purchase Order number must be printed on all invoices, packing lists, correspondence, and on all boxes, cartons or packages.
- School districts are not subject to Federal Excise Tax. Exemption certificates furnished upon request.

Order Sub-Total	\$	41,902.75
Sales Tax		.00
Shipping		.00
Adjustment		.00
<b>Order Total</b>	<b>\$</b>	<b>41,902.75</b>

NO. 00B23-00057

Authorized Signature

*Susan C. Salcido*

# Santa Barbara County Education Office

Accounting Department  
4400 Cathedral Oaks Road, PO Box 6307  
Santa Barbara, CA 93160-6307  
(805)964-4711 FAX (805)964-3041

Direct any questions to the Accounting Department at (805)964-4711

## CUSTOMER INVOICE

**SELPA**  
5385 Hollister Ave Box 107  
Santa Barbara, CA 93111

Invoice #	10C23-00048
Invoice Date	04/19/2023
Due Date	05/19/2023
Customer #	000182
Contract/Reference #	

**SELPA Action Roofing-Roof Replacment Build D**

Description	Qty	Unit	Unit Price	Amount
SELPA will pay \$40028.00 which is Half of PO 00B23-00058 Part of Emergency Resolution #2317 Complete Roof Replacment for Building D	1.00		40,028.00	40,028.00
Non-Taxable Total			40,028.00	
<b>BALANCE DUE</b>			<b>\$40,028.00</b>	

-----Detach this portion or make a copy of the invoice and mail it with the payment-----

District Account Number	Account Amount
48- 0000- 0- 0000- 0000- 8699- 000- 1001- BLDD	2023 40,028.00

Please make checks payable to: **Santa Barbara County Education Office/Accounting Department**

**Mail to:**

**Santa Barbara County Education Office  
Accounting Department  
4400 Cathedral Oaks Road, PO Box 6307  
Santa Barbara, CA 93160-6307**

Invoice #	10C23-00048
Amount Due	\$40,028.00
Customer #	000182

**Customer Copy**



# Santa Barbara County Education Office

Address all invoices to the Accounting Department:  
4400 Cathedral Oaks Road, PO Box 6307  
Santa Barbara, CA 93160-6307  
(805) 964-4711 FAX (805) 964-3041

## PURCHASE ORDER

NO. 00B23-00058

**VENDOR:** #010561/1

Action Roofing  
534 E Ortega Street  
Santa Barbara, CA 93103

**SHIP TO:** Cathedral Oaks  
4400 Cathedral Oaks Road  
Santa Barbara, CA 93110-1042  
  
(805) 964-4711

PO Date 04/10/2023		F.O.B.		Ship Via		Tax Rate 7.7500		Terms		Required by	
Requisition # 00R23-00110		Requisition Date 04/07/2023		Requisitioner Rachel Hamamoto				Site 4121		Room	
ITEM	QTY	UNIT	DESCRIPTION					UNIT COST		EXTENSION	
1	1	EACH	Emergency Resolution No. 2317 Building D Roof Cathedral Oaks All public work labor over \$1,000 requires prevailing wages be paid Emergency Patching Leaks to Protect Inner Ceiling					\$	950.00	\$	950.00
2	1	EACH	Emergency Resolution No. 2317 Building D Cathedral Oaks Roof Project-SELPA will be Invoiced for 50% Emergency Resolution No. 2317 Building D Roof Replacment All public work labor over \$1,000 requires prevailing wages be paid						79,106.00		79,106.00

### IMPORTANT REMINDERS:

1. Itemized invoices in duplicate.
2. Enclose packing list with ALL shipments.
3. No deviation in price or substitution in kind permitted.
4. All deliveries F.O.B. destination unless otherwise specified. If freight is to be charged, prepay and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR ALL TOXIC MATERIALS. PLEASE ENCLOSE WITH INVOICE.
6. This Purchase Order number must be printed on all invoices, packing lists, correspondence, and on all boxes, cartons or packages.
7. School districts are not subject to Federal Excise Tax. Exemption certificates furnished upon request.

Order Sub-Total	\$	80,056.00
Sales Tax		.00
Shipping		.00
Adjustment		.00
<b>Order Total</b>	<b>\$</b>	<b>80,056.00</b>

*2023/04/10 10:00 AM*  
*NO. 00B23-00058*

*Susan C. Salcido*

Authorized Signature

NO. 00B23-00058



JM Roofing Company, Inc.  
 dba ACTION ROOFING  
 State Lic. #674-048  
 534 E. Ortega Street  
 Santa Barbara, CA 93103  
 Tel: 805-966-3696 | Fax: 805-966-6102

### PROPOSAL -REVISED

DATE: February 2, 2023  
 NAME: Santa Barbara County Education  
 ATTENTION: Rachel Hamamoto  
 ADDRESS: 4400 Cathedral Oaks Road  
 Santa Barbara, CA 93110  
**JOB ADDRESS: 4400 CATHEDRAL OAKS ROAD, BLDG. D**  
 PHONE: 805-448-7115  
 EMAIL: [stagggs@sbceo.org](mailto:stagggs@sbceo.org)

### "Page One"

ACTION ROOFING ("CONTRACTOR") proposes to furnish to owner roofing materials and labor to be applied to the above noted jobsite according to the following specifications ("the work"):

#### Re-Roof Building D at the Above Address as Follows:

1. Tear off (1) layer of existing cap sheet roofing and dispose of.
2. Existing gutters to remain in place.
3. Check sheathing for any possible signs of dry rot, termite damage or other needed work. If a problem is found, notify owner or agent of additional cost.
4. Install ¼" DensDeck for Class A assembly, secure in place with plates and screws per manufacturer's recommendations.
5. Install 60 MIL PVC membrane made by IB Roof Systems attached with plates and screws, hot air weld.
6. Install termination metal at eaves and gables, hot air weld.
7. Install factory corners and vents around all penetrations, hot air weld.
8. Probe all seams after completion for quality control.
9. Grounds will be cleaned to original condition and all related debris will be removed from the premises.
10. Work is complete with a 20-year manufacturer's warranty and 5-year labor warranty on workmanship.
11. Cost includes permits and fees.

Install 60 MIL PVC Roofing System (White)

\$79,106.00 Init. \_\_\_\_\_

**\*\*Due to the current volatility in the materials market, this price quote can only be guaranteed for 7 days\*\***

#### Notes:

1. If temporary plastic is needed, the cost is \$125.00 per 20' x 100' roll plus an additional charge for labor to install for temporary waterproofing due to inclement weather.
2. Any dry rot or termite damage will be repaired on a time and material basis. (Please see labor rates below.)
3. Priming and painting of lumber used for replacement of dry rot or termite damage is not included.
4. Manufacturers and suppliers of roofing products have all announced increases of 5% - 15%. For pricing to be held, we recommend signing contracts as soon as possible.
5. IB PVC membranes are uniquely formulated to withstand ponding water. It will not affect the performance or warranty of IB Roof Systems PVC membranes; however, staining will develop in locations where water accumulation due to the ponding. Dirt and silt accumulation at ponding locations will create this staining. Most existing low sloped roofs deflect, and some ponding occurs. When re-roofing, if ponding is excessive, we would always recommend slope be installed to improve drainage and to avoid ponding water.
6. White material and other select colors are Title 24 compliant for reflectivity. It will keep the building significantly cooler lowering air-conditioning costs dramatically.
7. This is a zero-maintenance roof system requiring no follow up or additional work once installed.

**Notes Continued:**

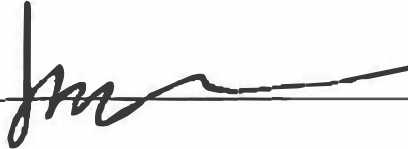
8. Action Roofing is a certified installer of IB Roof Systems and Carlisle Products with over 3,000,000 square feet installed in the Santa Barbara area.
9. Please be aware Action Roofing offers a 9/80 Alternative Work Schedule, which means our employees do not work every other Friday. The project manager will confirm this schedule with you should work be performed.
10. The local building department has recently adopted an ordinance that requires operational smoke and carbon monoxide detectors in all residential properties before a re-roofing permit can be finalized. If you do not already have these important safety devices in place, please ask your estimator how we can help.
11. Labor rates for woodwork or any additional work not described above are as follows:
 

Supervisor -	\$120.00 per hour
Foreman -	\$108.00 per hour
Journeyman -	\$82.00 per hour
Apprentice -	\$65.00 per hour
Laborer -	\$59.00 per hour

Time and materials billing are based on above labor rates plus material costs. 12% overhead and 10% profit, equaling 22%, will be added to material costs only.

- A copy of the certificate of insurance for worker's compensation and liability insurance is enclosed. An original may be obtained direct from carrier to you upon request.
- For the full and complete performance of the work described above, OWNER agrees to pay to CONTRACTOR the sum of AS ABOVE.
- Payments are to be made as follows: Progress payment and balance in full on completion.
- This proposal is valid for a period of 7 days.

Joey Villareal (Project Manager) \_\_\_\_\_

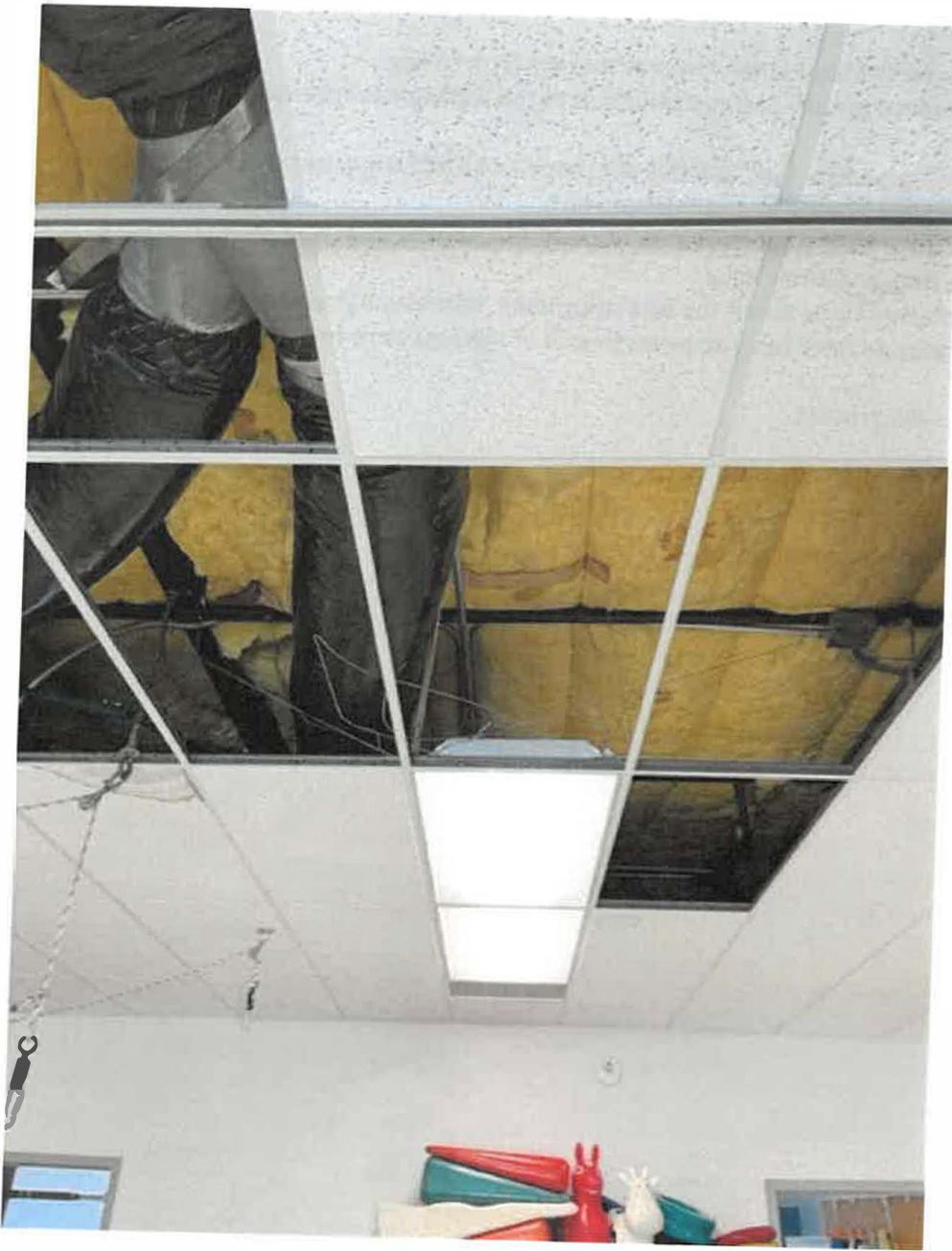

**ACCEPTANCE**

I (we) authorize CONTRACTOR to complete the work described above, according to the terms and conditions set forth in this Proposal and Contract, including any attachments hereto.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

You, the buyer, may cancel this transaction at any time prior to the third day after the date of this transaction.









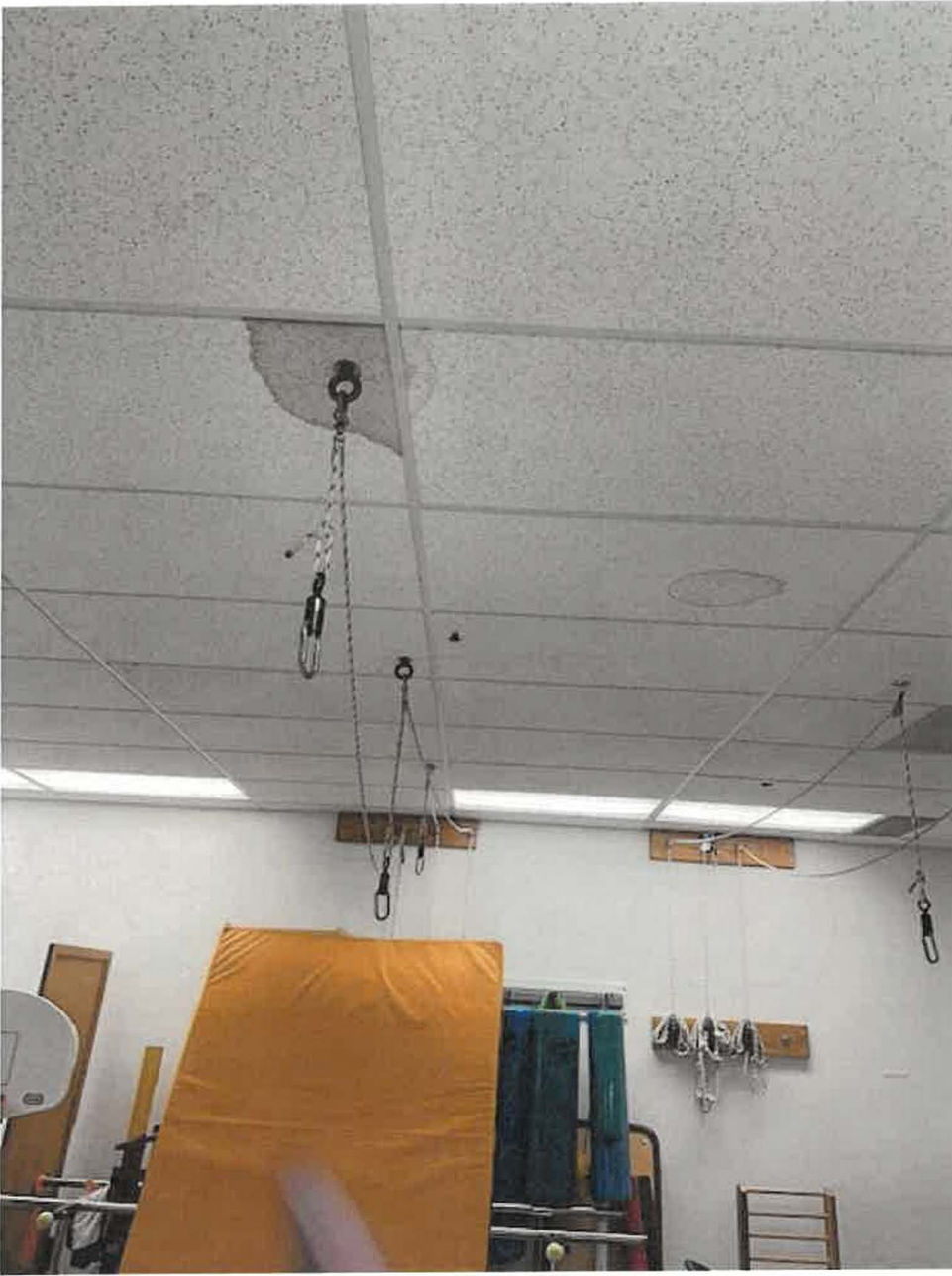














Sent from my iPhone





# Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307

Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org


Susan C. Salcido, Superintendent of Schools

---

April 17, 2023

SBAS-9585

TO: JPA Board President  
Ray Avila, Executive Director  
Special Education Local Plan Area (SELPA)

FROM: Steve Torres, Associate Superintendent, Administrative Services 

SUBJECT: **Second Interim Financial Report Analysis and Recommendations**

As required by Education Code Section 42131, our office has reviewed your district's Second Interim Financial Report that was due to our office on March 17. We have notified the State Department of Education and the State Controller that your district has filed a positive certification with our office. Based on our analysis of the financial information submitted by the Superintendent, we concur with your district's certification. Technical comments, if any, will be communicated to the district's business office.

If you have any questions, please feel free to contact your district financial advisor or Debbie Breck at ext. 5237.

ad

c Rebecca Holmes, District Financial Advisor  
Dr. Susan Salcido, County Superintendent of Schools

To President of the Governing Board

---

School Business Advisory Services

FAX: (805) 964-3041



# Santa Barbara County Education Office

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

Susan C. Salcido, Superintendent of Schools

April 17, 2023

SBAS-9586

TO: Ray Avila, Executive Director  
Special Education Local Plan Area (SELPA)

FROM: Debbie Breck, Limited Term-Administrator, School Business Advisory Services *DB*  
Rebecca Holmes, District Financial Advisor *AB*

SUBJECT: **Second Interim Financial Report Analysis and Recommendations**

In accordance with the provisions of Education Code Section 42131, our office has completed a review of the district's Second Interim Financial Report. Based on the multiyear projections and assumptions provided by the district, it appears that the district will be able to meet its financial obligations for the current and two subsequent fiscal years while maintaining the required minimum level Reserve for Economic Uncertainties (REU). We therefore concur with the district's positive certification. Your District Financial Advisor will share technical recommendations, if any, with your district's business office. A summary of the three-year budget submitted by the district follows.

General Fund Unrestricted/Restricted (Fund 01)	Year 1	Year 2	Year 3
<b>Beginning Balance</b>	<b>\$4,487,244</b>	<b>\$1,522,648</b>	<b>\$1,560,720</b>
Revenue	7,334,317	7,251,928	7,304,020
Expense	10,298,914	7,213,856	7,237,617
<b>Net Increase (Decrease) in Fund Balance</b>	<b>(\$2,964,597)</b>	<b>\$38,072</b>	<b>\$66,403</b>
<b>Ending Balance</b>	<b>\$1,522,648</b>	<b>\$1,560,720</b>	<b>\$1,627,123</b>
Reserves			
Fund 01			
➤ Restricted	1,125,004	1,320,931	1,367,334
➤ Unassigned/Unappropriated	397,644	239,789	259,789

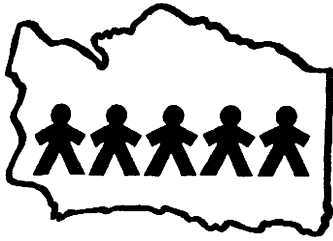
<sup>1</sup> Under the AB 602 special education funding model, SELPA members must provide additional funding if SELPA reserves fall below state recommendations.

## Conclusion

We are aware that the information provided reflects the district's financial position and assumptions as of a point in time and that further adjustments will be made during the year as additional data becomes available.

We wish to express our appreciation to the district staff for their cooperation during this review. If our office can be of further assistance, please call us.

c Rachel Wigle, Chief Business Official  
Steve Torres, Associate Superintendent  
Dr. Susan Salcido, County Superintendent of Schools



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2023-2024 SBCSELPA Proposed Adopted Budget

**BACKGROUND:**

In response to the K-12 Omnibus Trailer Bill Language, which proposes sending all Mental Health funding directly to LEAs rather than SELPAs, SELPA convened a Mental Health Ad Hoc Committee, which determined that SELPA should continue the current Mental Health services in the same format that they have been provided. To maintain the services, after consulting with districts, SELPA plans to fund the services with AB602 Special Ed Block Grant Funding prior to allocation of this funding to districts.

The proposed adopted budget for 2023-2024 includes the following information:

➤ REVENUES:

- AB602 Revenue includes 8.13% COLA in 23-24, 3.54% in 24-25, 3.31% in 25-26.
- Federal Revenue remains flat. BCBA revenue adjusted for 1 BCBA proportionate to time contracted out. One-Time grant funding for American Rescue Plan and CAPTAIN excluded.
- SPED Revenue for LEAs included in SELPA's Fund 10 pass-through account.

➤ EXPENDITURES:

- Salaries reflect Step and Column adjustments. No salary increases.
- Mental Health – SBCSELPA continues to provide services to handle residential placements for students with mental health needs and wrap around social work IEP service referrals and ongoing support to GROW programs and LEAs.
- Balanced Budget – The proposed 2023-2024 budget reflects a balanced budget with an undesignated ending balance of \$2,234,182.

FISCAL IMPACT: None.

RECOMMENDATION: The SBCSELPA 2023-2024 Proposed Adopted Budget is presented for review and input. The budget will be brought back at the June 5, 2023 meeting for adoption based on input provided.

RA:rw

REF:VIII-B.1

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

**2023-2024**

**PROPOSED ADOPTED BUDGET**

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**Santa Barbara County SELPA**  
**FY 22-23 Adopted Budget Compared to FY 23-24 Adopted Budget**

			22-23	23-24	23-24 Minus 22-23	23-24 Minus 22-23
			Adopted Budget	Adopted Budget	Change from Prior	Explanations and Notes
<b>Beginning Balance</b>			3,409,294	2,928,629		Distribution of Ending Fund Balances.
<b>Revenue:</b>						
Fund 01	Federal Revenue	8100-8299	33,360	29,955	(3,405)	Change in Federal Grant Awards (PreK and ADR)
	State Revenue	8300-8599	5,105,994	7,293,020	2,187,026	Increase includes → Mental Health (MH) NPS \$ 1,300,000
	Local Revenue	8600-8799	528,745	348,740	(180,005)	Reduction of 1 BCBA (\$142k) & Captain MH WRAP; MH Specialist & 5.5% Salary Increases \$ 300,000
	s/total Revenue Fund 01		5,668,099	7,671,715	2,003,616	(\$25k) and Misc services
Fund 10	Federal Revenue	8100-8299	13,670,137	13,913,180	243,043	AB602 COLAs \$ 127,600
	State Revenue	8300-8599	36,498,101	36,196,043	(302,058)	Out of Home Care \$ 481,500
	Local Revenue	8600-8799	-	-	-	CPI \$ 25,000
	s/total Revenue Fund 10		50,168,238	50,109,223	(59,015)	1x ADR \$ (67,600)
						MISC \$ 20,526
						<b>Total</b> \$ 2,187,026
<b>Expenditures:</b>						
Fund 01	Certificated	1000-1999	357,889	377,328	19,439	Additional 5.5% salary increase on 21-22
	Classified	2000-2999	764,928	762,611	(2,316)	Additional 5.5% salary increase on 21-22
	Benefits	3000-3999	389,470	426,002	36,532	Additional 5.5% salary
	Books & Supplies	4000-4999	198,710	198,910	200	
	Services & Other	5000-5999	2,122,483	3,382,601	1,260,118	Increase for NPS Placements
	Capital outlay	6000-6999	-	-	-	
	Other Outgo	7000-7399	1,774,674	2,191,132	416,458	Increase for → Out of Home Care \$ 481,500
	s/total Expenditures Fund 01		5,608,154	7,338,584	1,730,430	Less reduced Low Incidence \$ (84,608)
						Increased Staff Development \$ 19,605
Fund 10	Transfer for Fed & State Expenditures		50,168,238	50,109,223	(59,015)	\$ 416,498
<b>Ending Balance June 30</b>			3,624,265	3,261,760	(362,505)	
<b>Reserves:</b>						
	SELPA Designated Legal Reserve		325,000	325,000	-	Refresh reserves that may have been used during 22-23
	MTU Site Improvement Fund Reserve		250,000	250,000	-	
	Regional Deferred Maintenance reserve		50,000	50,000	-	
	SIPE Rebate		35,246	35,246	-	
	MAA Reserve		20,882	47,883	27,001	
	Set aside for Economic Contingencies		150,000	150,000	-	
	Ending Fund Balance Reserve			150,000	150,000	
	s/total Designated		206,128	433,129	177,001	At 22-23 Unaudited Actuals, Ending Fund Balance Amounts will be designated by JPA Board. Designations include distributions to districts to reduce unassigned ending fund balance.
	Unassigned		3,418,137	2,828,631	(589,506)	

**Santa Barbara County SELPA**  
**2023-24 Adopted Budget With Multi-Year Projection**

					FY 21-22				FY 22-23				FY 23-24		
					Adopted Budget	First Interim	Second Interim	Unaudited Actuals	Adopted Budget "B"	First Interim	Second Interim	Estimated Actuals	Proposed Adopted Budget	Multi-Year Projection	
														24-25	25-26
Beginning Balance					2,747,052	4,353,741	4,353,741	4,353,741	3,409,294	4,091,908	4,487,245	4,487,245	2,928,629	3,261,760	3,620,244
Revenue:															
Fund 01	Federal Revenue	8100-8299			862,683	877,284	877,284	863,656	33,360	802,401	802,401	801,845	29,955	29,955	29,955
	State Revenue	8300-8599			2,063,763	5,865,417	5,985,406	5,300,003	5,105,994	5,708,185	5,949,744	7,006,117	7,293,020	7,346,649	7,449,219
	Local Revenue	8600-8799			3,948,143	527,466	632,101	641,599	528,745	420,253	572,072	593,337	348,740	348,740	348,740
	s/total Revenue Fund 01				6,874,589	7,270,167	7,494,791	6,805,258	5,668,099	6,930,839	7,324,217	8,401,299	7,671,715	7,725,344	7,827,914
Fund 10	Federal Revenue	8100-8299			13,054,980	19,770,017	23,085,085	21,725,587	13,670,137	17,808,674	17,808,674	23,825,589	13,913,180	13,913,180	13,913,180
	State Revenue	8300-8599			28,458,328	37,636,139	38,698,860	35,704,299	36,498,101	39,583,047	39,583,047	40,729,266	36,196,043	36,196,043	36,196,043
	Local Revenue	8600-8799						1,910							
	s/total Revenue Fund 10				41,513,308	57,406,156	61,783,945	57,429,886	50,168,238	57,391,721	57,391,721	64,554,855	50,109,223	50,109,223	50,109,223
Expenditures:															
	Certificated	1000-1999			344,058	354,352	354,352	354,353	357,889	357,889	377,328	377,328	377,328	377,328	377,328
	Classified	2000-2999			737,539	806,599	776,663	781,346	764,928	822,035	866,278	866,287	762,611	767,882	773,213
	Benefits	3000-3999			372,194	375,012	394,133	398,018	389,470	428,080	433,312	432,647	426,002	415,692	418,234
	Books & Supplies	4000-4999			190,353	228,771	228,771	39,351	198,710	198,710	208,246	203,270	198,910	199,741	200,488
	Services & Other	5000-5999			3,403,360	4,167,122	4,259,460	1,798,215	2,122,483	4,103,763	3,998,246	2,622,022	3,382,601	3,415,086	3,471,049
	Capital outlay	6000-6999			5,390	18,760	18,760	-	-	-	-	-	-	-	-
	Other Outgo	7000-7399			1,682,903	4,625,295	4,849,152	3,695,809	1,774,674	4,299,075	4,415,503	5,458,361	2,191,132	2,191,132	2,191,132
	s/total Expenditures Fund 01				6,735,797	10,575,911	10,881,291	7,067,091	5,608,154	10,209,552	10,298,913	9,959,915	7,338,584	7,366,861	7,431,443
Fund 10	Transfer for Fed & State Expenditures				41,513,308	57,406,156	61,783,945	57,431,796	50,168,238	57,391,721	57,391,721	64,554,855	50,109,223	50,109,223	50,109,223
Ending Balance June 30					2,885,844	1,047,997	967,241	4,091,908	3,469,239	813,195	1,512,549	2,928,629	3,261,760	3,620,244	4,016,715
Designated from Fund Balance:															
Board Approved Reserves:															
	SELPA Designated Legal Reserve				325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000
	MTU Site Improvement Fund Reserve				250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
	Regional Deferred Maintenance reserve				50,000	50,000	50,000	75,000	50,000	-		50,000	50,000	50,000	50,000
	MAA Reserve								20,882	31,619	41,719	55,383	47,883	40,383	32,883
	SIPE Rebate				37,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246
	5% Set aside for Economic Contingencies				105,648	150,000	150,000	150,000	150,000	155,000	300,000	150,000	150,000	150,000	150,000
	Non-MH EFB Reserve					100,000	100,000					150,000	150,000	150,000	150,000
	MH EFB Reserve					100,000	100,000								
					21-22 EFB Board Approved increases 22-23 First Interim:										
	Low Incidence Carryover														
	MAA Carryover														
	LEA Legal fees carryover														
	LEA Legal fees														
	SELPA-Wide Staff Development Carryover														
	SIRAS carryover to pay for SEIS														
	Non-MH EFB to districts														
	MH EFB carryover to districts														
	CPI carryover to reduce costs in 21-22				23,219	-									
	Sped Alternative Dispute Resolution														
	total designated				791,113	1,010,246	1,010,246	4,091,908	831,128	796,865	951,965	1,015,629	1,008,129	1,000,629	993,129
	Unassigned				2,094,731	37,751	(43,005)	0	2,638,111	16,330	560,584	1,913,000	2,253,631	2,619,615	3,023,586

**Multi-Year Projections Assumptions  
2023-24 Adopted Budget**

		Change from prior year	
		\$	\$
		24-25	25-26
<b>REVENUE</b>			
<b>Fund 01</b>			
8100-8299	Kept Federal funding flat	0	0
8300-8599	AB602 Funding	<b>3.54%</b>	<b>3.31%</b>
	AB602 Off-the-Top SEL AB602 Off-the-Top SELPA COLA	52,604	50,927
	AB602 change every two years to pay for CPI with off the top AB602 funds:	(25,000)	25,000
	Mental Health Increase for SELPA Staff & WRAP	26,026	26,643
	s/total	53,630	102,570
8699	Kept Local Funding flat		
		0	0
	s/total	0	0
	Fund 01 Total	53,630	102,570
<b>EXPENSES</b>			
<b>Fund 01</b>			
1xxx's	no increases projected	0	0
2xxx's	Step and Column increases ONLY; No raises	5,270	5,331
3xxx's	+5% to H&W both years, statutory benefits for increase to step-column; no change in other costs:	-10,310	2,542
4xxx's	Increase for cost of supplies California Consumer Price Index (CA CPI)		
	for 24-25 2.77% for 25-26 2.49%	831	747
5xxx's	Added CA CPI increase in applicable expenses for both years	10,642	9,831
	Prof Dev CPI Expenses change every other year	0	25,000
	WRAP Staff Step & Column - no vacancies	21,844	21,132
	s/total	32,485	55,962
6xxx's	Capital	0	0
7xxx's	Transfers to districts	-	-
		-	-
	s/total	0	0
	Fund 01 Total	28,276	64,583



## SUMMARY OF REVENUES AND BALANCES

	ADOPTED 2022-23	PROJECTED 2022-23	ADOPTED 2023-24	
BEGINNING BALANCE	\$ 3,533,524	\$ 4,091,908	\$ 2,928,629	
ADJUSTMENTS	\$ (124,230)	\$ 395,337	\$ -	
ADJUSTED BEG. BALANCE	\$ 3,409,294	\$ 4,487,245	\$ 2,928,629	
FEDERAL REVENUE				
8182 PRESCHOOL STAFF DEV. GRANT.	\$ 4,349	\$ 4,089	\$ 4,089	
8182 REGIONALIZED SERVICES	\$ 11,240	\$ 10,944	\$ 10,944	
8182 ADR GRANT	\$ 17,771	\$ 32,693	\$ 14,922	
8182 MENTAL HEALTH GRANT	\$ -	\$ 754,119	\$ -	Federal Mental Health Removed - No MOU
8287 FEDERAL IDEA CURRENT YEAR	\$ 13,542,806	\$ 13,785,848	\$ 13,785,848	
8287 FEDERAL 1X GRANT ARP	\$ -	\$ 3,070,042	\$ -	One-time Fund 10 passthrough
8287 FEDERAL INFANT	\$ 127,331	\$ 127,331	\$ 127,332	
FEDERAL IDEA/INFANT PRIOR YEAR		\$ 6,842,368	\$ -	One-time Fund 10 passthrough
TOTAL FEDERAL REVENUE	\$ 13,703,497	\$ 24,627,434	\$ 13,943,135	
STATE REVENUE				
AB 602 & INFANT ENTITLEMENT				
8311 REVENUE LEAS	\$ 36,498,101	\$ 38,422,913	\$ 36,196,043	Revenue to LEAs decrease for SELPA MH Services
8311 REVENUE FOR MH SERVICES	\$ 1,304,373	\$ -	\$ 2,903,452	Increased NPS Pool and WRAP & No MOU
8311 REVENUE SELPA	\$ 1,358,395	\$ 1,374,258	\$ 1,485,985	
8311 STAFF DEVELOPMENT	\$ 22,000	\$ 22,000	\$ 47,000	
8311 LOW INCIDENCE	\$ 1,394,223	\$ 1,540,196	\$ 1,491,600	
8311 OUT OF HOME FUNDING (LCI)	\$ 745,344	\$ 1,355,936	\$ 1,226,805	
8311 STAFF DEVELOPMENT K-12	\$ 24,605	\$ 24,605	\$ 24,605	
8311 HOUSING	\$ 74,388	\$ 71,000	\$ 71,000	
8319 PRIOR YEAR ADJUSTMENTS		\$ 496,694	\$ -	
Subtotal AB602	\$ 41,437,292	\$ 43,307,602	\$ 43,446,490	
STATE MH SELPA		\$ 1,918,855		
8587 STATE MH DISTRICTS	\$ -	\$ 2,123,540	\$ -	State Mental Health removed - No MOU
8590 STATE MH SB-PIC		\$ 160,000	\$ -	
8590 STRS-ON BEHALF	\$ 42,573	\$ 42,573	\$ 42,573	
8590 INFANT SUPPLEMENTAL		\$ 182,813		
8590 STATE ADR 1X	\$ 124,230	\$ -	\$ -	
Subtotal Other State	\$ 166,803	\$ 4,427,781	\$ 42,573	
TOTAL STATE REVENUE	\$ 41,604,095	\$ 47,735,383	\$ 43,489,063	
LOCAL REVENUE				
8699 OTHER LOCAL REVENUE	\$ 508,745	\$ 400,253	\$ 323,740	Removal of BCBA; SB-PIC Revenue (MH in 22-23)
8699 MAA REVENUE		\$ 16,264	\$ -	
8660 INTEREST REVENUE	\$ 20,000	\$ 25,000	\$ 25,000	
8662 FAIR MARKET VALUE ADJUSTMENT		\$ 151,819	\$ -	
8699 HOUSING REVENUE				
TOTAL LOCAL REVENUE	\$ 528,745	\$ 593,337	\$ 348,740	
TOTAL REVENUE	\$ 55,836,337	\$ 72,956,154	\$ 57,780,938	
TOTAL EXPENDITURES	\$ 55,776,392	\$ 74,514,770	\$ 57,447,806	
ENDING BALANCE	\$ 3,469,239	\$ 2,928,629	\$ 3,261,760	
DESIGNATED LEGAL RESERVE SELPA	\$ 325,000	\$ 325,000	\$ 325,000	
DESIGNATED MTU IMPROVEMENTS	\$ 250,000	\$ 250,000	\$ 250,000	
DESIGNATED DEFERRED MAINTENANCE	\$ 50,000	\$ 50,000	\$ 50,000	
DESIGNATED MAA FUNDING	\$ 20,882	\$ 55,383	\$ 47,883	
DESIGNATED SIPE REBATE	\$ 35,246	\$ 35,246	\$ 35,246	
DESIGNATED LOW INCIDENCE				
DESIGNATED STAFF DEVELOPMENT		\$ 30,449	\$ 19,449	
DESIGNATED ECONOMIC CONTINGENCIES 5% MIN	\$ 150,000	\$ 150,000	\$ 150,000	
DESIGNATED SELPA RESERVE - NON MH 5% MIN	\$ -	\$ 150,000	\$ 150,000	
DESIGNATED MENTAL HEALTH CARRYOVER	\$ -			
DESIGNATED DISTRICT LEGAL FEES	\$ -			
DESIGNATED TRANSFER TO DISTRICTS				
TOTAL DESIGNATED	\$ 831,128	\$ 1,046,078	\$ 1,027,578	
REMAINING UNDESIGNATED	\$ 2,638,111	\$ 1,882,551	\$ 2,234,182	

<b>SUMMARY OF EXPENDITURES BY OBJECT CLASSIFICATION</b>
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OBJECT	DESCRIPTION	ADOPTED 2022-23	PROJECTED 2022-23	ADOPTED 2023-24
<b>SALARIES AND BENEFITS</b>				
1300	SELPA DIRECTOR/COORDINATOR	\$ 296,453	\$ 312,596	\$ 312,596
1900	AUDIOLOGIST	\$ 61,436	\$ 64,732	\$ 64,732
TOTAL 1000		\$ 357,889	\$ 377,328	\$ 377,328
2900	MENTAL HEALTH CLINICIAN/WRAP	\$ 122,312	\$ 211,769	\$ 214,052
2900	CLINICAL SUPERVISION	\$ 36,201	\$ 36,273	\$ 29,018
2900	BCBA	\$ 214,604	\$ 219,152	\$ 113,344
2900	AAC / AT SPECIALIST	\$ 124,523	\$ 124,536	\$ 124,536
2910	ACCT/BUSINESS OFFICIAL	\$ 144,900	\$ 144,909	\$ 144,909
2400	CLERICAL SALARIES	\$ 122,388	\$ 129,648	\$ 136,752
TOTAL 2000		\$ 764,928	\$ 866,287	\$ 762,611
3100	S.T.R.S.	\$ 110,930	\$ 114,642	\$ 114,642
3200	P.E.R.S.	\$ 103,126	\$ 113,074	\$ 106,876
3300	MEDICARE & OASDI	\$ 15,692	\$ 18,337	\$ 16,866
3400	HEALTH & WELFARE	\$ 148,132	\$ 173,725	\$ 175,750
3500	UNEMPLOYMENT INSURANCE	\$ 5,410	\$ 6,007	\$ 5,548
3600	WORKERS' COMP. INSURANCE	\$ 6,180	\$ 6,862	\$ 6,320
TOTAL 3000		\$ 389,470	\$ 432,647	\$ 426,002
<b>OTHER OPERATING EXPENSES</b>				
4300	OTHER SUPPLIES	\$ 19,250	\$ 28,250	\$ 28,250
4310	INST. MATERIALS	\$ 173,660	\$ 169,020	\$ 164,660
4400	NON-CAP. EQUIP.	\$ 5,800	\$ 6,000	\$ 6,000
TOTAL 4000		\$ 198,710	\$ 203,270	\$ 198,910
5100	SUBAGREEMENTS	\$ 73,988	\$ 124,710	\$ 22,000
5200	TRAVEL & CONFERENCE	\$ 84,980	\$ 103,000	\$ 113,000
5300	DUES	\$ 3,500	\$ 5,100	\$ 5,100
5450	INSURANCE	\$ 6,100	\$ 6,100	\$ 6,100
5600	RENTS	\$ 74,388	\$ 71,000	\$ 71,000
5810	AUDIT	\$ 13,200	\$ 13,200	\$ 12,000
5830	LEGAL	\$ -	\$ 304,000	\$ -
5840	ADVERTISING	\$ 600	\$ 2,105	\$ 2,200
5850	MIS SERVICES - SIRAS	\$ 107,810	\$ 107,810	\$ 107,810
5800	AUDIOLOGIC SERVICES	\$ 3,000	\$ 3,000	\$ 3,000
5800	CONTRACTS	\$ 150,025	\$ 195,684	\$ 83,871
5860	CONTRACTS	\$ 586,892	\$ 562,393	\$ 647,250
5860	DEFERRED MAINTENANCE	\$ 25,000	\$ 100,000	\$ 25,000
5890	NPS PLACEMENTS	\$ 360,000	\$ -	\$ 360,000
5890	NPS MH PLACEMENTS	\$ 600,000	\$ 1,000,000	\$ 1,900,000
5910	TELEPHONES	\$ 33,000	\$ 23,920	\$ 24,270
TOTAL 5000		\$ 2,122,483	\$ 2,622,022	\$ 3,382,601
6100	SITE IMPROVEMENT	\$ -		
7141	STATE RESI. SCHOOLS	\$ 30,000	\$ -	\$ 30,000
7200	TRANSFERS TO LEAS - FUND 01	\$ 1,744,674	\$ 5,458,361	\$ 2,161,132
7200	TRANSFERS TO LEAS - FUND 10	\$ 50,168,238	\$ 64,554,855	\$ 50,109,222
TOTAL 7000		\$ 51,942,912	\$ 70,013,216	\$ 52,300,354
<b>TOTAL EXPENDITURES</b>		<b>\$ 55,776,392</b>	<b>\$ 74,514,770</b>	<b>\$ 57,447,806</b>

<b>SUMMARY OF DIRECT COST BY PROGRAM</b>
--

	ADOPTED 2022-23	PROJECTED 2022-23	PROPOSED ADOPTED 2023-24
ADMINISTRATION AND SUPPORT	\$ 1,644,775	\$ 1,677,941	\$ 1,544,989
MENTAL HEALTH SERVICES	\$ 1,310,690	\$ 1,853,070	\$ 2,903,452
PROFESSIONAL DEVELOPMENT	\$ 45,954	\$ 30,766	\$ 62,089
LOW INCIDENCE SERVICES	\$ 399,893	\$ 416,079	\$ 414,151
MEDICAL THERAPY UNITS	\$ 21,428	\$ 22,178	\$ 18,350
MAA	\$ 9,500	\$ 2,000	\$ 7,500
ADR Grants	\$ 85,383	\$ 154,229	\$ 14,922
MISCELLANEOUS	\$ 99,238	\$ 124,710	\$ 22,000
SB - PIC	\$ 216,618	\$ 220,580	\$ 160,000
<b>TOTAL DIRECT COSTS</b>	<b>\$ 3,833,479</b>	<b>\$ 4,501,553</b>	<b>\$ 5,147,453</b>
FUND 01 TRANSFERS TO LEAS	\$ 1,774,674	\$ 5,458,361	\$ 2,191,132
FUND 10 TRANSFERS TO LEAS	\$ 50,168,238	\$ 64,554,855	\$ 50,109,222
<b>TOTAL TRANSFERS</b>	<b>\$ 51,942,912</b>	<b>\$ 70,013,216</b>	<b>\$ 52,300,354</b>
<b>TOTAL COSTS</b>	<b>\$ 55,776,392</b>	<b>\$ 74,514,770</b>	<b>\$ 57,447,806</b>

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**SELPA ADMINISTRATION AND SUPPORT**

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**GOAL STATEMENT**

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To provide administrative support and services to all special education programs and staff in Santa Barbara County and to manage SELPA administrative office activities.

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**PROGRAM DESCRIPTION SUMMARY**

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This program is responsible for the administration of the SBCSELPA administrative office including the fiscal, personnel and program functions. Other functions of the program include program review and evaluation, data collection and operation of the management information system, local plan development, legal services, nonpublic school and agency services and coordination of interagency agreements.

Costs attributable to the program include the SELPA Executive Director's and SELPA Coordinator's salaries and the salaries of the clerical staff, legal services, and nonpublic school and agency placements. Additional costs include office supplies, travel and conference expenses and SELPA capital outlay purchases.

# SELPA ADMINISTRATION AND SUPPORT

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OBJECT DESCRIPTION	ADOPTED		PROPOSED	
	2022-23	2022-23	2023-24	
Beginning Balance - used on this page		\$ 2,289,556		
REVENUE				
8182 PRE-K 3315	\$ 11,240	\$ 10,944	\$ 10,944	
8182 ADR FEDERAL	\$ 15,000			
8311 AB 602 REVENUE - SELPA Budget	\$ 1,358,395	\$ 1,374,258	\$ 1,485,985	
8311 REGIONAL HOUSING TRANSFER	\$ 74,388	\$ 71,000	\$ 71,000	
8311 TO MTU TAB	\$ (21,428)	\$ (21,428)	\$ (18,350)	
8590 STRS ON BEHALF	\$ 42,573	\$ 42,573	\$ 42,573	
8660 INTEREST	\$ 20,000	\$ 25,000	\$ 25,000	
8662 FAIR MARKET VALUE ADJ.	\$ -	\$ 151,819	\$ -	
8699 CAPTAIN	\$ -	\$ 26,036	\$ -	
8699 DISTRICT REIMB. BCBA	\$ 249,507	\$ 249,507	\$ 141,740	
8311 To OPIC Tab		\$ (4,430)		

TOTAL REVENUE	\$ 1,749,675	\$ 1,925,279	\$ 1,758,892	
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EXPENDITURES				
1300 SELPA DIRECTOR	\$ 241,086	\$ 135,610	\$ 135,610	
1300 SELPA COORDINATOR	\$ -	\$ 118,604	\$ 118,604	
2900 BCBAs	\$ 203,599	\$ 219,152	\$ 113,344	
2400 CLERICAL SALARIES	\$ 95,040	\$ 100,518	\$ 106,134	
2910 ACCT/BUSINESS OFFICIAL	\$ 109,933	\$ 115,929	\$ 115,929	
3100 STRS	\$ 46,219	\$ 48,555	\$ 48,555	
3100 STRS ON BEHALF	\$ 42,573	\$ 42,573	\$ 42,573	
3200 PERS	\$ 103,009	\$ 33,884	\$ 28,564	
3200 PERS UNFUNDED LIABILITY	\$ -	\$ 47,944	\$ 44,015	
3300 MEDICARE INSURANCE	\$ 9,472	\$ 9,917	\$ 8,530	
3400 HEALTH & WELFARE	\$ 93,422	\$ 100,714	\$ 99,250	
3500 UNEMPLOYMENT INSURANCE	\$ 3,266	\$ 3,420	\$ 2,924	
3600 WORKERS' COMP. INSURANCE	\$ 3,378	\$ 3,906	\$ 3,247	
TOTAL SALARIES/BENEFITS	\$ 950,997	\$ 980,726	\$ 867,279	

4300 OTHER SUPPLIES	\$ 19,000	\$ 19,000	\$ 19,000	
4400 NON-CAPITALIZED EQUIP.	\$ 2,800	\$ 3,000	\$ 3,000	
5200 TRAVEL/MILEAGE STIPENDS	\$ 36,000	\$ 36,000	\$ 36,000	
5300 DUES	\$ 3,000	\$ 4,600	\$ 4,600	
5450 INSURANCE	\$ 6,100	\$ 6,100	\$ 6,100	
5600 RENTS	\$ 74,388	\$ 71,000	\$ 71,000	
5800 DATA PROCESSING SERVICES	\$ 15,000	\$ 5,000	\$ 5,000	
5810 AUDIT	\$ 6,600	\$ 6,600	\$ 6,000	
5830 LEGAL SERVICES-DISTRICTS	\$ -	\$ 300,000	\$ -	
5830 LEGAL SERVICES-SELPA	\$ -	\$ 4,000	\$ -	
5840 ADVERTISING	\$ 600	\$ 2,105	\$ 2,200	
5850 MIS SERVICES - SIRAS	\$ 107,810	\$ 107,810	\$ 107,810	
5860 CONTRACTS	\$ 23,000	\$ 25,000	\$ 25,000	
5860 HOUSING-DEFERRED MAINT.	\$ 25,000	\$ 100,000	\$ 25,000	
5890 NPS PLACEMENTS (Non-MH)	\$ 360,000	\$ -	\$ 360,000	
5910 TELEPHONE/INTERNET	\$ 14,480	\$ 7,000	\$ 7,000	
TOTAL OTHER DIRECT EXPENSES	\$ 693,778	\$ 697,215	\$ 677,710	

TOTAL DIRECT EXPENSES	\$ 1,644,775	\$ 1,677,941	\$ 1,544,989	
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These are indicated on Transfers to districts

7141 STATE RESI. SCHOOLS	\$ 30,000	\$ -	\$ 30,000	
7280 TRANSFER TO LEAs		\$ 723,667		
TOTAL TRANSFERS	\$ 30,000	\$ 723,667	\$ 30,000	

TOTAL EXPENDITURES	\$ 1,674,775	\$ 2,401,608	\$ 1,574,989	
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SURPLUS/DEFICIT	\$ 74,900	\$ (476,329)	\$ 183,903	
SURPLUS/DEFICIT w/o EFB Transfers		\$ 247,338		

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**MENTAL HEALTH SERVICES**

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**GOAL STATEMENT**  
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To provide mental health services to special education students and programs in Santa Barbara County.

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**PROGRAM DESCRIPTION SUMMARY**  
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This program provides regionalized specialized Mental Health services.

Costs attributable to the program include the Mental Health Manager, Mental Health Clinician, Mental Health Specialist/WRAP Coordinator, WRAP Services, instructional materials, Nonpublic School Placements for students with a Mental Health diagnosis and contracts for Nonpublic Agency Mental Health services for students with these services included on their IEP.

MENTAL HEALTH			
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OBJECT DESCRIPTION	PROPOSED		
	ADOPTED 2022-23	PROJECTED 2022-23	ADOPTED 2023-24
BEGINNING BALANCE	\$ 1,812,852	\$ 1,868,204	
REVENUE			
8182 FEDERAL MH ADA ALLOCATION	\$ -	\$ 754,119	\$ -
8311 AB602 OFF THE TOP	\$ 1,304,373	\$ -	\$ 2,903,452
8590 STATE MH APPORTIONMENT	\$ -	\$ 1,918,855	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 1,304,373</b>	<b>\$ 2,672,974</b>	<b>\$ 2,903,452</b>

## EXPENDITURES

1300 SELPA CERTIFICATED SALARY OF	\$ 55,367	\$ 58,382	\$ 58,382
2900 MENTAL HEALTH MANAGER	\$ 122,312	\$ 122,312	\$ 122,312
2900 WRAP COORDINATOR	\$ -	\$ 89,457	\$ 91,740
2910 ACCT/BUSINESS OFFICIAL	\$ 27,483	\$ 28,980	\$ 28,980
2400 CLERICAL SALARY	\$ 27,348	\$ 29,130	\$ 30,618
3100 STRS	\$ 10,575	\$ 11,150	\$ 11,150
3200 PERS	\$ 13,422	\$ 20,500	\$ 21,718
3300 MEDICARE & OASDI INSURANCE	\$ 3,920	\$ 4,723	\$ 4,827
3400 HEALTH & WELFARE	\$ 31,054	\$ 49,338	\$ 51,750
3500 UNEMPLOYMENT INSURANCE	\$ 1,352	\$ 1,628	\$ 1,665
3600 WORKERS' COMP. INSURANCE	\$ 1,397	\$ 1,860	\$ 1,950
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$ 294,230</b>	<b>\$ 417,460</b>	<b>\$ 425,092</b>

4310 INSTRUCTIONAL MATERIALS - WR	\$ 5,000	\$ 4,500	\$ 5,000
4400 NONCAPITALIZED EQUIPMENT	\$ 3,000	\$ 3,000	\$ 3,000
5200 TRAVEL/CONFERENCE	\$ 40,000	\$ 60,000	\$ 70,000
5300 DUES	\$ 500	\$ 500	\$ 500
5800 DATA PROCESSING	\$ 360	\$ 360	\$ 360
5810 AUDIT	\$ 6,600	\$ 6,600	\$ 6,000
5860 WRAPAROUND TEAM	\$ 332,000	\$ 332,000	\$ 464,500
5860 STAFF DEVELOPMENT - SELPA-WI	\$ -	\$ -	\$ -
5860 STAFF DEVELOPMENT - GROW	\$ -	\$ -	\$ -
5860 STAFF DEVELOPMENT - CPS TRAI	\$ -	\$ -	\$ -
5860 CONTRACTS	\$ 20,000	\$ 20,000	\$ 20,000
5890 NPS PLACEMENTS - Fed	\$ -	\$ -	\$ -
5890 NPS PLACEMENTS - State	\$ 600,000	\$ 1,000,000	\$ 1,900,000
5910 TELEPHONE/INTERNET	\$ 9,000	\$ 8,650	\$ 9,000
<b>TOTAL OTHER DIRECT EXPENSES</b>	<b>\$ 1,016,460</b>	<b>\$ 1,435,610</b>	<b>\$ 2,478,360</b>

<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,310,690</b>	<b>\$ 1,853,070</b>	<b>\$ 2,903,452</b>
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7281 TRANSFER TO DIST.		\$ 1,621,020	
7282 TRANSFER TO CEO		\$ 31,000	
<b>TOTAL TRANSFERS</b>	<b>\$ -</b>	<b>\$ 1,652,020</b>	<b>\$ -</b>

<b>TOTAL EXPENDITURES</b>	<b>\$ 1,310,690</b>	<b>\$ 3,505,090</b>	<b>\$ 2,903,452</b>
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<b>SURPLUS/DEFICIT</b>	<b>\$ 1,806,536</b>	<b>\$ 1,036,088</b>	<b>\$ -</b>
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SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**PROFESSIONAL DEVELOPMENT**

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**GOAL STATEMENT**

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To provide leadership in the implementation of a special education comprehensive system of personnel development.

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**PROGRAM DESCRIPTION SUMMARY**

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This program includes three levels of professional development; district, area and SELPA-wide using participants in the assessment of need and the planning and implementation of the activities. Costs include contracts for consultant services, supplies and travel expenses.



PROFESSIONAL DEVELOPMENT				
OBJECT DESCRIPTION		ADOPTED 2022-23	PROJECTED 2022-23	PROPOSED ADOPTED 2023-24
DESIGNATED BEGINNING BALANCE	Selpa Wide		\$ 31,449	\$ 30,449
DESIGNATED BEGINNING BALANCE	CPI		\$ 3,677	\$ -
REVENUE				
8182	PRESCHOOL GRANT	\$ 4,349	\$ 4,089	\$ 4,089
8311	K-12 GRANT	\$ 24,605	\$ 24,605	\$ 24,605
8311	AB 602 REVENUE	Regular PD \$ 10,000	\$ 10,000	\$ 10,000
8311	AB 602 REVENUE	CPI \$ 12,000	\$ 12,000	\$ 12,000
8311	AB 602 REVENUE	CPI-Recert \$ -	\$ -	\$ 25,000
8699	SELPA-WIDE FEES			
TOTAL REVENUE		\$ 50,954	\$ 50,694	\$ 75,694
EXPENDITURES				
4300	INST. MATERIALS	\$ 2,500	\$ 2,500	\$ 2,500
4300	OFFICE SUPPLIES			
5200	TRAVEL & CONFERENCE			
5300	DUES			
5800	CONTRACTED SERVICES	Federal \$ 4,349	\$ 4,089	\$ 4,089
5800	CONTRACTED SERVICES	CPI \$ 12,000	\$ 15,677	\$ 37,000
5800	CONTRACTED SERVICES	Selpa Wide \$ 7,500	\$ 8,500	\$ 18,500
5800	CONTRACTED SERVICES	District PD \$ 19,605	\$ -	\$ -
TOTAL DIRECT EXPENDITURES		\$ 45,954	\$ 30,766	\$ 62,089
7281	Transfer to Districts for PD Reimb.	\$ 5,000	\$ 24,605	\$ 24,605
TOTAL EXPENDITURES		\$ 50,954	\$ 55,371	\$ 86,694

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**MEDICAL THERAPY UNITS**

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**GOAL STATEMENT**  
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To provide medical assessment, physical and occupational therapy to students eligible for California Childrens' Services.

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**PROGRAM DESCRIPTION SUMMARY**  
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California Childrens' services of the Santa Barbara County Health Care Services provides the staff to conduct initial and follow-up medical examinations and subsequent prescriptions for occupational and physical therapy. The SBCSELPA is mandated to provide facilities, materials and equipment.

<b>MEDICAL THERAPY UNIT</b>
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OBJECT	DESCRIPTION	PROPOSED		
		ADOPTED 2022-23	PROJECTED 2022-23	ADOPTED 2023-24
REVENUE				
8990	CONTRIBUTION FROM AB602	\$ 21,428	\$ 21,428	\$ 18,350
TOTAL REVENUE		\$ 21,428	\$ 21,428	\$ 18,350
EXPENDITURES				
4300	INST. MATERIALS	\$ 6,500	\$ 6,500	\$ 6,500
4300	OFFICE SUPPLIES	\$ 250	\$ 250	\$ 250
4400	NON-CAPITALIZED EQUIP.	\$ -	\$ -	\$ -
5800	SECURITY		\$ 2,000	\$ 2,000
5800	CONTRACTED SERVICES	\$ 5,828	\$ 5,828	\$ 2,000
5910	TELEPHONE	\$ 8,850	\$ 7,600	\$ 7,600
6100	SITE IMPROVEMENT			
TOTAL EXPENDITURES		\$ 21,428	\$ 22,178	\$ 18,350

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**LOW INCIDENCE EQUIPMENT, MATERIALS AND SERVICES**

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GOAL STATEMENT

---

To provide equipment for children with low incidence disabilities in order to meet the goals and objectives on their individualized education programs.

---

PROGRAM DESCRIPTION SUMMARY

---

Funding is provided by the California Department of Education to purchase equipment and instructional materials and provide services for students with disabling conditions of hard of hearing, deaf, deaf/blind, orthopedically impaired, or visually impaired.

LOW INCIDENCE EQUIPMENT, MATERIALS & SERVICES				
---	--	--	--	--

OBJECT	DESCRIPTION	ADOPTED 2022-23	PROJECTED 2022-23	PROPOSED ADOPTED 2023-24
BEGINNING BALANCE			227,372	
REVENUE				
8311	LOW INCIDENCE APPORTIONMENT	\$ 1,509,018	\$ 1,540,196	\$ 1,491,600
8311	LOW INCIDENCE Through Fund 10	\$ (114,796)	\$ (167,727)	\$ (167,727)
<b>TOTAL REVENUE &amp; BEGINNING BAL</b>		<b>\$ 1,394,223</b>	<b>\$ 1,599,841</b>	<b>\$ 1,323,873</b>
EXPENDITURES				
1000	AUDIOLOGIST	\$ 61,436	\$ 64,732	\$ 64,732
2000	AAC/AT	\$ 118,092	\$ 124,536	\$ 124,536
3100	STRS	\$ 11,734	\$ 12,364	\$ 12,364
3200	PERS	\$ 10,191	\$ 10,746	\$ 12,579
3300	MEDICARE INSURANCE	\$ 2,585	\$ 2,783	\$ 2,778
3400	HEALTH & WELFARE	\$ 23,635	\$ 23,673	\$ 24,750
3500	UNEMPLOYMENT INSURANCE	\$ 891	\$ 959	\$ 959
3600	WORKERS ' COMP. INSURANCE	\$ 1,018	\$ 1,096	\$ 1,123
<b>TOTAL SALARIES/BENEFITS</b>		<b>\$ 229,583</b>	<b>\$ 240,889</b>	<b>\$ 243,821</b>
4310	INST. MATERIALS	\$ 149,160	\$ 154,020	\$ 149,160
4310	INST. MATERIALS AT/AC	\$ 10,000	\$ 10,000	\$ 10,000
4310	INST. MATERIALS AUDIO	\$ 500	\$ 500	\$ 500
5200	TRAVEL AAC/AT MILEAGE	\$ 5,000	\$ 5,000	\$ 5,000
5200	TRAVEL AUDIO	\$ 1,980	\$ 2,000	\$ 2,000
5800	CONTRACTED SERVICE	\$ 3,000	\$ 3,000	\$ 3,000
5910	PHONE AUDIOLOGIST	\$ 250	\$ 250	\$ 250
5910	PHONE AAC/AT	\$ 420	\$ 420	\$ 420
<b>TOTAL OTHER DIRECT EXPENSES</b>		<b>\$ 170,310</b>	<b>\$ 175,190</b>	<b>\$ 170,330</b>
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 399,893</b>	<b>\$ 416,079</b>	<b>\$ 414,151</b>
7280	REIMB. TO LEAS	\$ 994,330	\$ 1,183,762	\$ 909,722
<b>TOTAL TRANSFERS</b>		<b>\$ 994,330</b>	<b>\$ 1,183,762</b>	<b>\$ 909,722</b>
<b>TOTAL EXPENDITURES</b>		<b>\$ 1,394,223</b>	<b>\$ 1,599,841</b>	<b>\$ 1,323,873</b>

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**MAA – MEDI-CAL ADMINISTRATIVE ACTIVITIES**

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**GOAL STATEMENT**

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To generate additional funding for the SELPA office through the Medi-Cal Administrative Activities billing process.

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**PROGRAM DESCRIPTION SUMMARY**

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Funding generated by SELPA staff through MAA Medi-Cal billing is used for miscellaneous SELPA expenses, which has included, SELPA-Bration, Legislative Action Day, books and test kits for the SELPA library, additional professional development activities and office furniture for the SELPA office, and SELPA-Bration.

<b>MAA</b>
------------

OBJECT	DESCRIPTION	ADOPTED 2022-23	PROJECTED 2022-23	ADOPTED 2023-24
BEGINNING BALANCE		\$ 30,382.04	\$ 41,119	\$ 55,383
REVENUE				
8699	MAA Revenue		\$ 16,264	\$ -
8699	Fees		\$ -	\$ -
<b>TOTAL REVENUE</b>		<b>\$ -</b>	<b>\$ 16,264</b>	<b>\$ -</b>

0

EXPENDITURES				
4300	Other Supplies			
4300	Supplies	\$ -	\$ -	\$ -
5200	Travel	\$ 2,000	\$ -	\$ -
5860	Contracted Services	\$ 5,500	\$ -	\$ 5,500
5860	Contracted Services	\$ 2,000	\$ 2,000	\$ 2,000
<b>TOTAL EXPENDITURES</b>		<b>\$ 9,500</b>	<b>\$ 2,000</b>	<b>\$ 7,500</b>

<b>MAA Reserve</b>	<b>\$ 20,882</b>	<b>\$ 55,383</b>	<b>\$ 47,883</b>
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SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**ALTERNATIVE DISPUTE RESOLUTION GRANT**

-----  
**GOAL STATEMENT**  
-----

To provide dispute resolution services to LEAs.

-----  
**PROGRAM DESCRIPTION SUMMARY**  
-----

Dispute resolution is funded through an alternative dispute resolution (ADR) grant awarded to the Santa Barbara County SELPA. The SELPA has trained an ADR team to provide dispute resolution services to parents and LEAs. This funding covers professional development costs of maintaining trained ADR mediators.



<b>ALTERNATIVE DISPUTE RESOLUTION</b>
---------------------------------------

OBJECT	DESCRIPTION	ADOPTED 2022-23	PROJECTED 2022-23	PROPOSED ADOPTED 2023-24
	BEGINNING BALANCE		\$ 177,686	
	Move Beginning Balance to OPIC		\$ (56,150)	
	REVENUE			
8182	ADR Revenue Prior Year	\$ -	\$ 17,771	
8182	ADR Revenue Current Year	\$ 17,771	\$ 14,922	\$ 14,922
8590	ADR Revenue 21-22	\$ 124,230		
8980	Contribute to OPIC	\$ (56,618)		
<b>TOTAL REVENUE + BEG BALANCE</b>		<b>\$ 85,383</b>	<b>\$ 154,229</b>	<b>\$ 14,922</b>
	EXPENDITURES			
5800	Contracted Services State	\$ 67,612	\$ 121,536	
5800	Contracted Services Fed	\$ 17,771	\$ 32,693	\$ 14,922
<b>TOTAL EXPENDITURES</b>		<b>\$ 85,383</b>	<b>\$ 154,229</b>	<b>\$ 14,922</b>
Ending Balance Carryover		\$ -	\$ 0	

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**TRANSFERS TO DISTRICTS**

-----  
**GOAL STATEMENT**  
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To provide pass-through funding of special education revenue to LEAs

-----  
**PROGRAM DESCRIPTION SUMMARY**  
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SELPA receives all special education funding from the Administrative Unit and allocated those funds to the member LEAs. SELPA also transfers Out of Home Care funding received by the SELPA to districts and the county office based on the calculations as outlined in the SELPA Local Plan.

# TRANSFERS TO LEAS

FUND 01			ADOPTED	PROJECTED	PROPOSED
OBJECT DESCRIPTION			2022-23	2022-23	ADOPTED 2023-24
Beginning Balance					
REVENUE					
8311	OUT OF HOME CARE		\$ 745,344	\$ 1,355,936	\$ 1,226,805
8319	OUT OF HOME CARE	Prior Year Adj		\$ 586,411	
8319	P-ANNUAL ADJ	Prior Year Adj		\$ (89,717)	
TOTAL FUND 01 REVENUE			\$ 745,344	\$ 1,852,630	\$ 1,226,805
EXPENDITURES					
7141	STATE RESI. SCHOOLS		\$ 30,000	\$ -	\$ 30,000
AB602					
7280	TRANSFER TO LEAs	Ending Fund Balance	\$ -	\$ 723,667	\$ -
Mental Health					
7280	TRANSFER TO LEAs	Ending Fund Balance	\$ -	\$ 1,652,020	\$ -
7280	TRANSFER TO LEAs	Low Incidence	\$ 994,330	\$ 1,183,762	\$ 909,722
7280	TRANSFER TO LEAs	Staff Development	\$ 5,000	\$ 24,605	\$ 24,605
OOHC EFB Transfer					
7280	TRANSFER TO LEAs	to LEAs 21-22		\$ 518,371	
OUT OF HOME					
7280	TRANSFER TO LEAs	CARE 22-23	\$ 745,344	\$ 1,355,936	\$ 1,226,805
TOTAL FUND 01 EXPENDITURES			\$ 1,774,674	\$ 5,458,361	\$ 2,191,132
FUND 10					
REVENUE					
FEDERAL REVENUE					
8287	IDEA LOCAL ASSISTANCE		\$ 13,116,469	\$ 13,370,767	\$ 13,370,767
8287	IDEA LOCAL ASSISTANCE	Prior Year Carryover	\$ -	\$ 6,468,567	\$ -
8287	IDEA PRE-K		\$ 426,337	\$ 415,081	\$ 415,081
8287	IDEA PRE-K	Prior Year Carryover	\$ -	\$ 246,470	\$ -
8287	IDEA INFANT		\$ 127,331	\$ 127,331	\$ 127,331
8287	IDEA INFANT	Prior Year Carryover		\$ 127,331	
8287	IDEA K-22 ARP	AMERICAN RESCUE I	\$ -	\$ 2,827,752	\$ -
8287	IDEA PRE-K ARP	AMERICAN RESCUE I	\$ -	\$ 242,290	\$ -
TOTAL FUND 10 FEDERAL REVENUE			\$ 13,670,137	\$ 23,825,589	\$ 13,913,179
STATE REVENUE					
8311	AB 602 REVENUE		\$ 34,495,966	\$ 36,299,090	\$ 34,072,220
8311	INFANT ENTITLEMENT		\$ 2,002,135	\$ 2,123,823	\$ 2,123,823
8587	STATE MH APPORTIONMENT		\$ -	\$ 2,123,540	\$ -
8587	INFANT DISCRETIONARY		\$ -	\$ 182,813	\$ -
TOTAL FUND 10 STATE REVENUE			\$ 36,498,101	\$ 40,729,266	\$ 36,196,043
TOTAL FUND 10 REVENUE			\$ 50,168,238	\$ 64,554,855	\$ 50,109,222
EXPENDITURES					
7200	FUND 10 TRANSFERS TO LEAS		\$ 50,168,238	\$ 64,554,855	\$ 50,109,222
TOTAL EXPENDITURES			\$ 50,168,238	\$ 64,554,855	\$ 50,109,222
GRAND TOTAL TRANSFER REVENUE			\$ 50,913,582	\$ 66,407,485	\$ 51,336,027
GRAND TOTAL TRANSFER EXPENDITURES			\$ 51,942,912	\$ 70,013,216	\$ 52,300,354

SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA

**MISCELLANEOUS &  
SANTA BARBARA PSYCHOLOGY INTERNSHIP CONSORTIUM SB-PIC**

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**GOAL STATEMENT**

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To provide additional services to parents, districts, and students that are supplemental to other SELPA programs. These programs either receive stipend funds or are billed back to districts based on services.

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**PROGRAM DESCRIPTION SUMMARY**

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UCSB Graduate Student Researchers – LEAs who choose to have a Graduate Researcher perform services are billed for the costs of services.

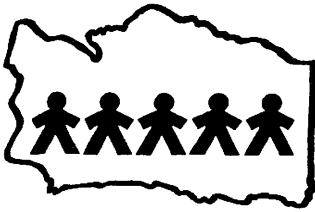
SB – PIC – Santa Barbara Psychology Internship Consortium – SELPA in collaboration with UCSB and LEAs administers Internships which are paid for by districts receiving intern services.

<b>MISCELLANEOUS</b>
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OBJECT	DESCRIPTION	ADOPTED 2022-23	PROJECTED 2022-23	PROPOSED ADOPTED 2023-24
<b>REVENUE</b>				
8699	UCSB GSER Reimb.	\$ 73,988	\$ 124,710	\$ 22,000
8699	CAPTAIN	\$ 25,250	\$ -	\$ -
<b>TOTAL REVENUE</b>		<b>\$ 99,238</b>	<b>\$ 124,710</b>	<b>\$ 22,000</b>
<b>EXPENDITURES</b>				
4300	Other Supplies			
4300	Supplies			
5200	Travel			
5100	Contracted Services	\$ 73,988	\$ 124,710	\$ 22,000
5860	Contracted Services	\$ 25,250	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>		<b>\$ 99,238</b>	<b>\$ 124,710</b>	<b>\$ 22,000</b>
<b>SIPE Reserve</b>		<b>\$ 35,247</b>	<b>\$ 35,247</b>	<b>\$ 35,247</b>

<b>Santa Barbara Psychology Internship Consortium (SB-PIC)</b>
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OBJECT	DESCRIPTION	ADOPTED 2022-23	PROJECTED 2022-23	PROPOSED ADOPTED 2023-24
Beginning Balance	ADR for PIC INTERN	\$ 56,618	\$ 56,150	
<b>REVENUE</b>				
8590	DISTRICT MH for PIC		\$ 160,000	
8699	DISTRICT PIC Reimbursement to SELPA	\$ 160,000		\$ 160,000
8311	Transfer from ADSP		\$ 4,430	
<b>TOTAL REVENUE + Beginning Balance</b>		<b>\$ 160,000</b>	<b>\$ 220,580</b>	<b>\$ 160,000</b>
<b>EXPENDITURES</b>				
2900	Clinical Psychologist Superviosr	\$ 36,201	\$ 36,273	\$ 29,018
3000	Benefits	\$ 834	\$ 914	\$ 731
4300	Supplies	\$ -	\$ -	
5200	Travel			
5860	Other PIC Costs - Fingerprints, Accreditation	\$ 2,500	\$ 2,500	\$ 2,500
5860	Contracted Services DISTRICTS	\$ 120,000	\$ 120,000	\$ 120,000
5860	Contracted Services SBCSELPA INTERN	\$ 50,000	\$ 50,000	\$ -
5860	STIPENDS & OTHER COSTS	\$ 7,083	\$ 10,893	\$ 7,750
<b>TOTAL EXPENDITURES</b>		<b>\$ 216,618</b>	<b>\$ 220,580</b>	<b>\$ 160,000</b>
<b>SB-PIC Carryover</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



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

REF: VIII-C

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: May 2023 Professional Development Information & Calendar

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

**May 2023**

**Monday, May 1, 2:00-3:00 p.m.:** Transition Network Team, Virtual.

**Tuesday, May 2, 8:30-11:30:** SIRAS END OF YEAR Prep Training- get ready to close the year in SIRAS and CALPADS, Virtual, Recorded.

**Wednesday, May 3, 8:30 a.m. -12:00 p.m.:** Nurses Symposium, In Person, Buellton Sideways Inn Vintage Hall.

**Thursday, May 4, 8:30 a.m. - 3:30 p.m.:** NCPI Initial, In Person, SBCSELPA.

**Thursday, May 11, 8:30 a.m. - 3:30 p.m.:** NCPI Refresher, In Person, SMB Souza Center.

**Thursday, May 11, 3:00-4:00 p.m.:** Teaching Writing in Structured Literacy Approach, Virtual, Recorded presented by SCOE- <https://scoe.gosignmeup.com/public/Course/browse?courseid=12242>

**Thursday, May 11, 5:00-8:00 p.m.:** SELPA-Bration, in person.

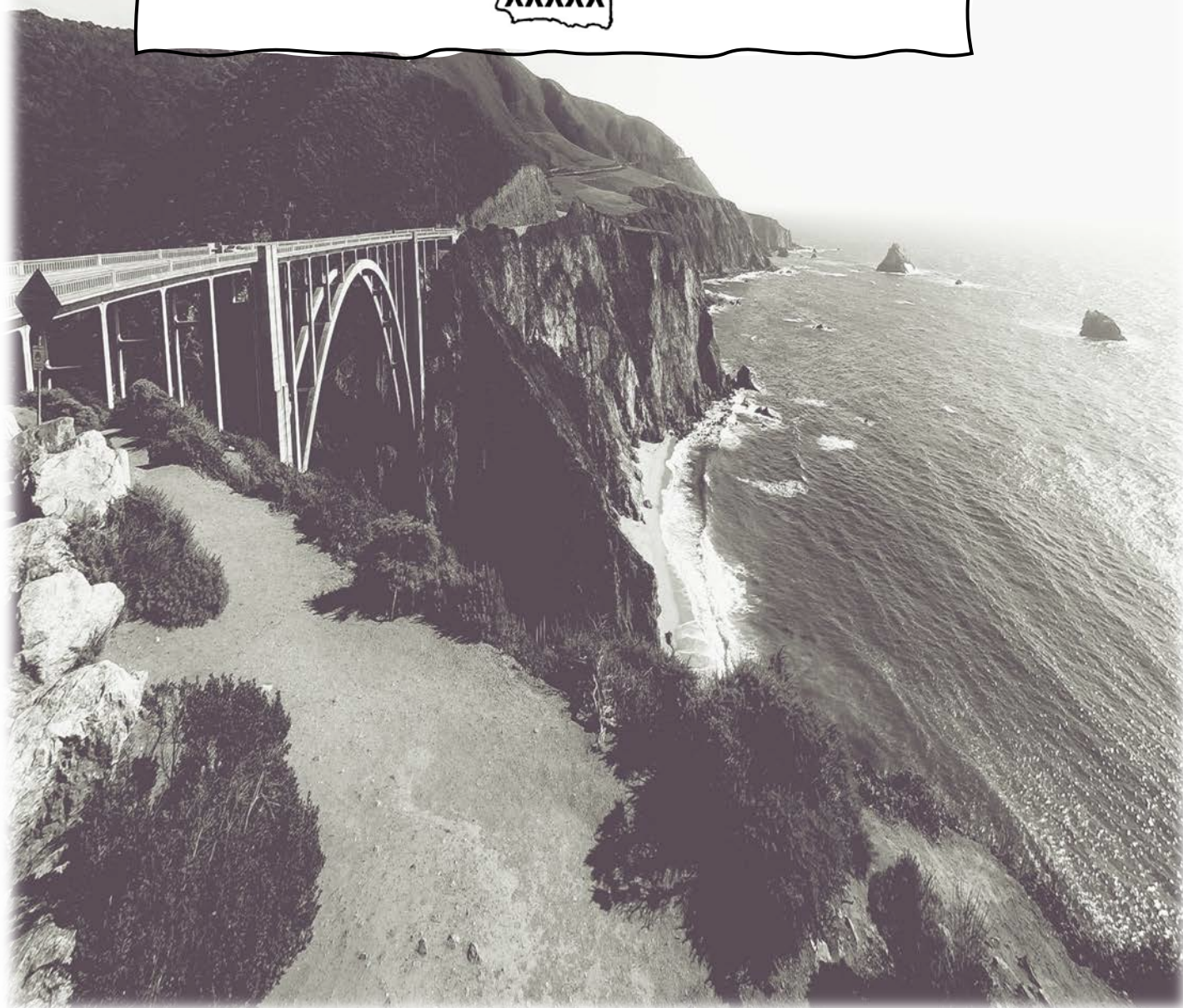
**Monday, May 15, 3:00-4:00 p.m.:** SIRAS Office Hours, drop in virtual.

**Wednesday, May 17, 3:15-4:45 p.m.:** Supporting Medically Fragile Students Network.

**Friday, May 19, 9:00 a.m. - 3:30 p.m.:** CCASP Symposium

Santa Barbara County SELPA  
Professional Development Offerings  
2022-2023

May





## 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@sbcseelpa.org](mailto:jconnolly@sbcseelpa.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@sbcseelpa.org](mailto:alindsey@sbcseelpa.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://sbcseelpa.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

August				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person / Audience	Free/ Cost
August 3, 2022 8:30-3:00 SMJUHSD	GROW	Alison Lindsey Rosy Bucio	SMJUHSD/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 11, 2022 8:30-10:30 Virtual	SIRAS MIS Clerk Training	Michael Brown SIRAS Systems	Virtual  Audience: MIS Clerks working with data in IEPs. Beginners training	Free
August 15, 2022 8:30-3:00 SBUSD	GROW	Alison Lindsey Rosy Bucio	SBUSD/In person	Free
August 15, 2022 3:00-4:30 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	Margot Johnson	Virtual/Recorded  Audience: General Education and Special Education teachers, Paraeducators, Behavior	Free

	Dynamic Duo! Terrific Trio! Effectively Teaming with Paraeducators to Support Students		Specialists, SLPS, Service Providers, Administrators  1.5 hours Watch with your teams	
<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	Free
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	Free
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	Free
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	Marilyn Monteiro, PhD.	Registration: <a href="https://pages.wpspublish.com/live-training-august">https://pages.wpspublish.com/live-training-august</a>	Free

	Process Individualized School-Based Assessment Across Age and Ability Levels		Audience: School Psychologists, Education Specialists, Leadership	
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	Free
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	Refresh Summit: Early Start to Preschool Summit with Alpha Resource FRC and Community Partners	Part C to B Committee	Virtual  Audience: Educators, Leadership, Agency Partners	Free

<b>September</b>				
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	Free
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 1:00-4:00 In Person SMBSD Souza Center	Patterns of Strengths and Weaknesses/ XBASS	Dr. Vincent Alfonso	Hosted by Santa Maria Bonita SD Contact: Kristen MaKena <a href="mailto:kmakena@smbdsd.net">kmakena@smbdsd.net</a> or Amber Walz <a href="mailto:awalz@smbdsd.net">awalz@smbdsd.net</a>	Free
September 16, 2022 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual  Audience: Forms Committee	Free
September 19, 2022 2:45-4:00 Virtual	What are Evidence Based Practices for Autism?	Rosy Bucio, CAPTAIN RIL	Virtual  Audience: All Staff	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
<b>September</b>				
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	Refresh Summit: 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
<b>September</b>				
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 SMJUHSD	Transition to Adulthood Day 1 of Series	Jeannine Forslund Kristy Van Horn	In Person/SMJUHSD Board Room  Audience: All Staff of Junior HS and HS, Leadership	Free

		Jennifer Connolly		
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/>

### October

Dyslexia Awareness Month, Learning Disability Awareness Month

ADHD Awareness Month

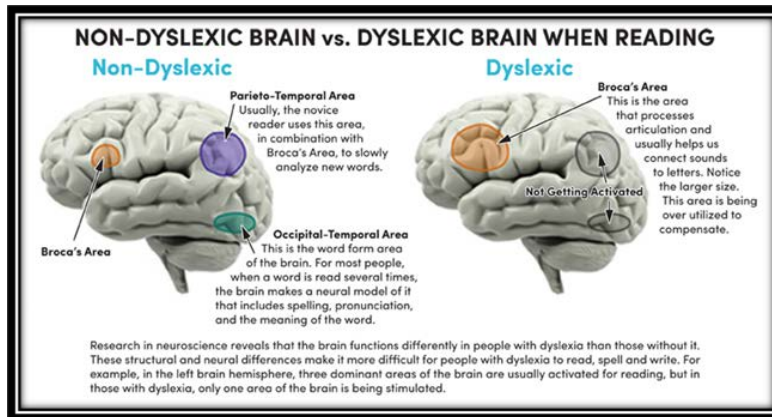
National Physical Therapy Month

AT/AAC Month

October				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
October 1, 2022 On demand, recorded event	ABCs of Preschool Assessment	Amy Taylor, Diagnostic Center of Southern California	Recorded training, register on SBCSELPA OMS for link to the two-hour event	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	Assistive Technology Day 2 of Series	SBCSELPA AT Team with	In Person/Lompoc USD	Free

In Person Lompoc USD		support of Placer County SELPA	Audience: Leadership teams, School Psychologists, Education Specialists	
<b>October</b>				
October 10, 2022 8:00-4:00 In Person SMBSD	A Hands-on Walkthrough of the XBASS Program	Jenny Ponzuric	Hosted by Santa Maria Bonita SD Contact: Kristen Makena <a href="mailto:kmakena@smbdsd.net">kmakena@smbdsd.net</a> or Amber Walz <a href="mailto:awalz@smbdsd.net">awalz@smbdsd.net</a>	Free
October 10, 2022 3:00-4:15 Virtual	Note Taking in IEP Meetings	Dr. Margaret Saleh, Esq.	Virtual  Audience: All staff	Free
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 12, 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 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
<b>October</b>				
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	Free
October 20, 2022 2:00-3:00 Virtual	Speech and Language Network	Jennifer Connolly	Virtual  Audience: SLPs, Leadership	Free
October 24, 2022	Getting Organized	Meghan Davy, Alpha Resource Center	Virtual, contact Meghan Davy <a href="mailto:mdavy@alphasb.org">mdavy@alphasb.org</a>  Audience: Parents	Free
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

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### 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 Fulfroost	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	Free
November 7, 2022 8:30-12:00 SBCSELPA	School Psychologist Network	Jennifer Connolly	In Person- SBCSELPA  Audience: CCASP, Leadership, School Psychologists	Free



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
<b>November</b>				
November 10, 2022 8:00-4:00 In Person SMBSD Souza	Current Legal Topics in Special Education	Jennifer Nix	Hosted by Santa Maria Bonita SD Contact: Kristen MaKena <a href="mailto:kmakena@smbbsd.net">kmakena@smbbsd.net</a> or Amber Walz <a href="mailto:awalz@smbbsd.net">awalz@smbbsd.net</a>	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/SMB Souza Center  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
November 15, 2022 Virtual	IEP Basics and Parent Rights	Meghan Davy and Jennifer Connolly	Virtual  Audience: Parents	Free
November 17, 2022 8:30-3:30 In Person/ SBCSELPA	NCPI- Initial	Ben Ingalls Chris Osborne	In Person/ SBCSELPA  Audience: All Staff	Free
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

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

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### 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				

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
December 12 <u>or</u> December 14, 2022 4:00-5:00 Virtual	Engaging in Challenging Relationships (Coaching)	Greg Abell and Carlo Rossi	Virtual  Audience: All Staff	Free
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

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

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### January

#### Chronic Traumatic Encephalopathy (CTE) Awareness

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 23 OR January 25, 2023 4:00-5:00 Virtual	Engaging in Challenging Relationships (Coaching)	Greg Abell and Carlo Rossi	Virtual  Audience: All Staff	Free



Santa Barbara County  
Special Education Local Plan Area

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	Free
January 26, 2023 1:30-3:00 Virtual	Behavior: Essential 10, Day 4: Teaching Strategies and Materials and Reinforcement	Phil Pandac, PENT Team	Virtual  Audience: All Staff	Free
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

## 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

February				
Date/ Time/Location	Name of Event	Presenter	Virtual/ In person/ Audience	Free/ Cost
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 6 OR February 13, 2023 4:00-5:00 Virtual	Engaging in Challenging Relationships (Coaching)	Greg Abell and Carlo Rossi	Virtual  Audience: All Staff	Free
February 7, 2023 2:00-3:00 Virtual	Transition Network Team (TNT) Meeting	Jennifer Connolly	Virtual  Audience: TNT	Free
February 8, 2023 8:30-9:30 Virtual	Interpreter/ Translator Network	SBCSELPA and SLO SELPA	Virtual  Audience: Interpreters/Translators	Free
February 8, 2023 9:30-12:00 Virtual Recorded	IEP Chalk Talk for Parents	Alpha Resource Center and SBCSELPA	Virtual- Spanish and English  Audience: Parents	Free
February 8, 2023 3:20-3:35 Virtual	DHH Meeting	Taryn Hurvitz	Virtual  Audience: DHH Staff	Free
February 8, 2023 4:00-5:00 Virtual	Residential Colleges Presentations: Fresno State Wayfinders	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free
February 9, 2023 8:30-3:30 SBCSELPA	NCPI-Refresher	Jermaine Powell Chris Osborne	In Person/ SBCSELPA  Audience: All Staff	Free
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	SIRAS Office Hours	Jennifer Connolly	Virtual	Free

Virtual			Audience: All staff, Parents	
February 15, 2023 9:30-12:00 Virtual Recorded	IEP Chalk Talk for Parents	Alpha Resource Center and SBCSELPA	Virtual- Spanish and English  Audience: Parents	Free
February 15, 2023 1:00-3:00 Virtual, Recorded	Special Education Discipline- Manifestation Determination	Dora Dome, Esq.	Virtual Audience: All Staff, Parents	Free
February 15, 2023 4:00-5:00 Virtual	Residential Colleges Presentations: Taft College	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free
February 16, 2023 8:30-3:30 In person SBCSELPA	Assistive Technology Day 5 of Series	SBCSELPA AT Team with support of Placer County SELPA	In Person/ SBCSELPA  Audience: Leadership teams, School Psychologist, Education Specialists	Free
February 24, 2023 8:00-4:00 In Person SMBSD Souza	Identification of SLD with Multilingual Learners via PSW: A nondiscriminatory, evidence-based approach for all practitioners	Dr. Samuel Ortiz	Hosted by SMBSD  Contact: Kristin MaKena <a href="mailto:kmakena@smbds.net">kmakena@smbds.net</a> or Amber Walz <a href="mailto:awalz@smbds.net">awalz@smbds.net</a>	Free
February 28, 2023 8:30-9:00 Virtual	School Psychologist Network	Jennifer Connolly and CCASP	Virtual  Audience: Leadership, School Psychologists	Free
February 28, 2023 4:00-5:00 Virtual	Residential Colleges Presentations: UC Davis Redwood Seeds	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free

## Heart Awareness Month



## 2022-2023 Professional Development Calendar of Events by the 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 9:30-12:00 Virtual Recorded	IEP Chalk Talk for Parents	Alpha Resource Center and SBCSELPA	Virtual- Spanish and English  Audience: Parents	Free
March 1, 2023 1:00-3:00 Virtual watch party Recorded	Diagnostic Center of Southern California: Demystifying the Assessment of English Language Learners	Diagnostic Center of Southern California	Virtual  Audience: SLPs, School Psychs, All staff	Free
March 2, 2023 3:10-3:40 Virtual	DHH Review of Event	Taryn Hurvitz	Virtual  DHH Staff	Free
March 2, 2023 8:30-3:30 In Person	NCPI- Refresher	Alison Lindsey Phil Pandac	In person SMB Souza Center  Audience: All Staff	Free



SMB Souza Center				
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	Think College Presentation	SBCSELPA and TNT	Virtual  Audience: Leadership, Counselors, School Psychologist, Agencies, Transition Educators, Parents	Free
March 8, 2023 9:30-12:00 Virtual Recorded	IEP Chalk Talk for Parents	Alpha Resource Center and SBCSELPA	Virtual- Spanish and English  Audience: 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 Dyslexia Initiative	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
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 3:00-4:00 Virtual	Behavioral Principles: Prompting	Rosy Bucio	Virtual  Audience All Staff	Free
March 16, 2023 8:30-3:30 In Person SBCSELPA	NCPI- Initial	Alison Lindsey Rosy Bucio	In Person/ SBCSELPA  Audience: All Staff	Free

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	Free
March 21, 2023 12:30-3:00 Virtual recorded watch party (repeated in April)	ABCS of Preschool Assessment	Southern California Diagnostic Center	Virtual Recorded event- watch party live Zoom  Audience: School psychologists, speech-language pathologists, occupational therapists, and early childhood special education teachers.	Free
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 28, 2023 12:30-3:00 Virtual Recorded Watch Party (repeated in April)	Still not producing- Assessment and Interventions for Students with Executive Functioning Difficulties	Southern California Diagnostic Center	Virtual recorded, Live Zoom or Watch Party SMB Souza  Audience: All Special Ed Staff	Free
March 29, 2023 1:30-3:30 Guadalupe	Trauma Responsive Practices/ Instruction	Rosy Bucio	In Person Guadalupe	Free
March 29, 2023 12:30-3:00 Recorded Virtual	Inclusive Practices for Students with Mild/Moderate Disabilities	Southern California Diagnostic Center	Live Zoom watch party  Audience: All staff	Free

March 30, 2023 12:30-3:00 Recorded Virtual	Inclusive Practices for Students with Extensive Support Needs	Southern California Diagnostic Center	Live Zoom watch party  Audience: All staff	Free
March 31, 2023 12:30-3:00 Virtual recorded watch party (repeated in April)	Assessment and Intervention for Childhood Apraxia of Speech	Southern California Diagnostic Center	Virtual recorded, Live Zoom or Watch Party SMB Souza  Audience: Speech Therapists- CEUs for attending in person or live via Zoom.	



To Register go to <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	NCPI- Initial	Chyelin Andreadakis Billy Headrick	In Person/ SMB Souza Center	Free

In Person SMB Souza Center			Audience: All Staff	
April 12, 2023 1:00-3:30 Virtual recorded Watch Party	ABCs of Preschool Assessment	Southern California Diagnostic Center	Virtual Recorded Event- Zoom or in person at SBCSELPA watch party  Audience: School psychologists, speech- language pathologists, occupational therapists, and early childhood special education teachers.	Free
April 13, 2023 1:00-3:30 Virtual Watch party	Still Not Producing- Assessment and Interventions for Students with Executive Functioning Difficulties	Southern California Diagnostic Center	Virtual recorded- Watch party at SBCSELPA or Zoom  Audience: School Psychologists, Special Education Staff	Free
April 14, 2023 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual  Audience: Forms Committee	Free
April 17, 2023 1:45-2:45 Virtual	Behavioral Principles: Visual Supports	Rosy Bucio	Virtual  Audience: All Staff	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 19, 2023 1:30-3:30 Virtual Live	Autism Awareness Guest Speaker	Layla Weiner	Virtual  Audience: All Staff	Free
April 20, 2023 2:30-5:00 Virtual Recorded Watch Party	Assessment and Intervention for Childhood Apraxia of Speech (CAS)	Southern California Diagnostic Center	Virtual recorded event- watch party at SBCSELPA or on Zoom.	Free

			Audience: Speech Pathologists CEUs provided	
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 26, 2023 4:00-5:00 Virtual Recorded	Preparing Students for Postsecondary Success	Natalie Holdren, Ed. Specialist Credential Coordinator, UCSB  Jana Garnett, Director of DSPS, SBCC	Virtual  Audience: Parents, Agencies, Guidance Counselors, Transition Age Staff, Students	Free
April 27, 2023 3:00-4:00	Behavioral Principles: Social Interactions	Rosy Bucio	Virtual  Audience: All Staff	Free
April 27, 2023 8:30-3:30 In Person SBCSELPA	NCPI- Refresher	Joe Isaacson Ben Ingalls	In Person/ SBCSELPA  Audience: All Staff	Free
April				
April 27, 2023 12:30-3:00 In Person SMB	The Neuropsychology of Written Language Disorders	Dr. Steven Feifer	In Person: Santa Maria Bonita Souza Center  Audience All Staff	Free
April 28, 2023 8:30-12:30 In Person SBCSELPA	The Neuropsychology of Math	Dr. Steven Feifer	In Person: SBCSELPA  Audience: All Staff	Free



This Professional Development Offerings Booklet is updated monthly.

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## May

Mental Health Awareness, May 10-16

Teacher Appreciation, May 9

Nurses, May 6

May				
Date/ Time/Locatio n	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 Buellton Sideways Inn Vintage Hall	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	Free
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	Free
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's	Supporting Medically Fragile Students Network	SLO and SBCSELPA s	Virtual  Audience: Teachers and Related Services of Medically Fragile Students	Free
May 19, 2023 9:00-3:30 Virtual	CCASP Symposium	Leah Smith, General	Virtual,	\$60 for nonmembe

		Counsel School and College Legal Services Dr. Debra Berghauser, NCSP	Audience: School Psychologist and Administrators.	r \$30 Members
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#### 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



## 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 actional 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.



### 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.



#### 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, & Fulfroft, LLP, serving clients from the Oakland office. A nationally recognized leader in special education law, Ms. Tomsy has represented school district clients in mediations and due process hearings, as well as in special education-related litigation in both state and federal courts and in the Ninth Circuit Court of Appeals. Her expertise in special education matters has helped scores of districts to address issues and resolve disputes in this specialized field. Additionally, Ms. Tomsy has assisted districts in countless student expulsion hearings, particularly those that involve complex or sensitive issues, and has successfully defended districts' decisions on appeal to county boards and in court. A popular speaker, Ms. Tomsy is asked to present throughout the country on education and the law. She frequently presents for the Association of California School Administrators, LRP's national Institute (focusing on legal issues related to educating students with disabilities), the LRP Special Education School Attorneys Conference, and the LRP Directors' Summit. Ms. Tomsy is the author of *Personal Liability for IDEA Violations: Where the Courts Stand* and was a contributing author to *The Administrator's Guide to Building and Maintaining a Comprehensive Autism Program* and *IDEA Due Process Survival Guide*, all of which are LRP publications. Ms. Tomsy presents 'Hot Topics in Special Education.'

## 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 BCBAs to collaborate on topics of their profession. Meetings to occur throughout the year each month.

### Nonpublic Schools and Nonpublic Agency Behavior Trainings: (open to all LEAs as well)

### NPS/A requirements for annual renewal of certification, including the following as specified in Education Code 56366.1

### Requirements for NPS/A renewal of certification:

1. Documentation of NPS/A staff training in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A pupil population.
2. Trainings shall be provided annually within 30 days of employment to new staff and all staff implementing behavior related services in the NPS/A. (see Attachment)

In response to the requirements for annual renewal of certification, SBCSELPA offers behavior trainings encompassing evidence-based practices and interventions.

Each training satisfies the following conditions:

1. Conducted by licensed or certified persons in fields related to evidence-based practices and interventions.
2. Taught in manner consistent with the development and implementation of individualized education programs.

SBCSELPA offers the following trainings that fulfill the new requirements of AB1172 for an NPS/A.

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)



Occupational Therapy (TBD)



Reading

Dyslexia Sacramento County Office of Education: California Dyslexia Initiative



### 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: Alpha Resource Center and SBCSELPA Events throughout the year.

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: SMJUHSD GROW
- 5: Lompoc GROW
- 10: Santa Ynez Valley Consortium GROW
- 15: SBUSD GROW
- 18: Goleta GROW
- 26: SBCEO Managing Behavior in the Classroom

September

- 12: What is Grow- VMS
- 14: Adelante Classroom Management
- 15: SBCEO Supporting Students with Behavioral Needs
- 19: CAPTAIN What are EBPs
- 20: SBUSD Building Behavioral Practices Part 1
- 27: SBUSD Building Behavioral Practices Part 2
- 27: Hope Captain Coaching
- 28: Guadalupe Building Behavioral Practices in School Communities of Belonging
- 29: Mental Health Round Table
- 29: Hope Captain Coaching
- 29: Hope Captain EBP Training

October

- 4: SBUSD Building Behavioral Practices Part 3
- 5: Manzanita Charter School Building Behavioral Practices Part 1
- 6: Goleta USD CAPTAIN EBP Training
- 10: Research to Practice: What Science Says About Behavior & How We Try to Implement
- 12: Carpinteria USD Building Behavioral Practices Part 1

13: Adelante Supporting Students During Behavioral Challenges for Parents

19: Guadalupe Trauma and the Brain Body Connection Part 1

24: Lompoc CPI

28: SBCEO FBA/BIP Data Collection Day 1

30: Lompoc GR

### November

2: Adelante An Introduction to What's and What's Not ADHD

10: FBA/BIP Data Collection Day 2

### December

1: Goleta Unified CAPTAIN EBPs: Prompting Part 2

5: SYVSEC What To Do When Students Refuse

8: Adelante Supporting Children Academically at Home

13: Carpinteria Home-School Collaboration for Potty Training

13: SMJUHSD Reinforcement and Preference Assessments

14: Adelante MTSS Academic Needs

14: Manzanita Strategies for Providing Effective Feedback to Students

15: Hope CAPTAIN EBPs: Prompting Part 2

### January

5: CAPTAIN: How to Conduct the APERS

5: Goleta CAPTAIN EBPs: Self-Management Part 1

10: Guadalupe Trauma and the Brain Body Connection Part 2

12: Hope CPI in Practice: A District Internal Fidelity Meeting

18: Carpinteria Principles in Behavior Part 1

19: Hope Classroom Management Strategies: A Working Team Model

23: SYVSEC Behavior Support

25: Manzanita Strategies for Providing Effective Feedback to Students Part 2

26: SBCEO How to Conduct SCIA's

31: CAPTAIN: How to Conduct the APERS

### February

1: Adelante Emotional Wellness for Staff

2: Goleta CAPTAIN EBPs: Self-Management Part 2

6: Lompoc Behavior Specialist Consultation

8: NASP, Denver, CO GROW: A Therapeutic Wellness Model for Students with ED

13: SYVSEC Behavior Support

21: CAPTAIN EBPs: Reinforcement; SELPA Zoom Training

22: Manzanita Strategies for Building Coping Skills in Students Part 1

### March

1: Adelante Mindfulness Practice in the Classroom

1: Carpinteria Principles in Behavior Part 2

2: Goleta CAPTAIN EBPs: Social Facilitation Part 1

14: CAPTAIN EBPs: Prompting; SELPA Zoom Training

15: Manzanita Strategies for Building Coping Skills in Students Part 1

23: CAPTAIN: How to Conduct the APERS

29: Guadalupe Brain States & Behavior: An Introduction

### April

5: Carpinteria Principles in Behavior Part 3

6: Goleta CAPTAIN EBPs: Social Facilitation Part 2

12: Manzanita Strategies for Building Coping Skills in Students Part 2

13: Hope Classroom Management Strategies: A Working Team Model

17: CAPTAIN EBPs: Visual Supports; SELPA Zoom Training

24: SYVSEC Behavior Support

27: CAPTAIN EBPs: Social Interactions; SELPA Zoom Training

May

June

**SBCSELPA Staff (note new emails)**

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Santa Barbara County  
Special Education Local Plan Area

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SBCSELPA Executive Director	

Thank you to all Presenters, Teams, and Cadre for your time and positive energy!

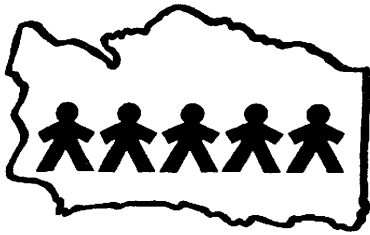
Available Resources

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/mslaterselpa4200/trcig7ygv4ood8uvback2school">https://padlet.com/mslaterselpa4200/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

This Professional Development Offerings Booklet is updated monthly,



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

Date: May 1, 2023

To: SBCSELPA JPA Board

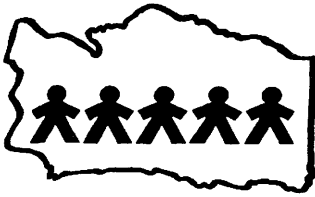
From: Ray Avila, SBCSELPA Executive Director

Re: SBCSELPA Professional Development Plan for 2023-2024

**BACKGROUND:**

- In past years, the JPA Board has requested the Executive Director to bring forth a SBCSELPA projected Professional Development Plan.
- Last year, the Executive Director brought forth a one-year-plan based upon Governor Newsom's recommendation that SELPA's align professional development annually to district LCAP target areas for member LEA's. This data changes from year to year.
- In the past, the Executive Director has aligned professional development to the eight LCAP targets, but not specifically to the LCAP target areas in each LEA. At the JPA board meeting on June 6, 2022, the board reviewed and had discussion regarding the one- year plan.
- In preparation for the 2023-2024 SBCSELPA Professional Development plan, the SBCSELPA Executive Director and Coordinator will obtain Special Education Plans (SEP) and local performance data from member LEA's. In addition, feedback for future professional development will occur via a survey process from the Special Education Administration and staff based on the needs of all Special Education students and their Related Services.
- Survey data and evaluations from the 2022-2023 SBCSELPA Professional Development offerings will identify needs for future professional development.
- This recommended MOU has been shared with SB County LEA special education administrators and business officials. Consensus is in support of this recommendation.
- The JPA board will be presented with evaluation data and a SBCSELPA 2023-2024 Professional Development Plan for review and discussion at the June 5, 2023 meeting.

RA/JC:lm



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

Date: May 1, 2023

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: **Announcement of 4th Annual SELPA-Bration Winners**

**BACKGROUND:**

- SBCSELPA opened nominations for the Fourth Annual SELPA-Bration Awards in October of 2023 in Santa Barbara County.
- Nomination forms were provided to Special Education Directors monthly at the Special Education Administrators Meeting (SEAM) to share with staff by an online form link through 'Training Check' program.
- In March 2023, the SBCSELPA Community Advisory Committee (CAC), composed of Parent Representatives and Professional Representatives from each LEA in Santa Barbara County, were presented with 36 nominations for the SELPA-Bration Awards to review.
- The CAC reviewed each nomination and voted by ballot on the nominees. The 'Training Check' program tabulated the ballots to reveal the winners.
- **Join us in congratulating the following amazing winners, see attached announcement of winners,**
- **4th Annual SELPA-Bration will be held on May 11, 2023, at Glen Annie Golf Course, Frog Bar and Grill, 5:00 – 8:00 p.m.**

RA/JC:lm

## 2023 SELPA-Bration Winners

### SELPA-Bration

Congratulations to the following 2023 SELPA-Bration Winners  
May 11, 5:00-8:00 Celebration at the Glen Annie Frog Bar and Grill

Preschool Special Education Teacher	Sylvia Baeza, SBCEO
K-6 Special Education Teacher	Julianna Massie, SBUSD
Jr. High Special Education Teacher	Joseph Geever, Guadalupe
Transition Special Education Teacher	Kristyne Hastie, SBUSD
Instructional Assistant	Juan Lopez, SBUSD
General Education Teacher	Jessica Giboney, SMB
School Site Administrator	Lisa Melby, Buellton
District Level Administrator	Cathy DeLaurentis, SBCEO
Special Education Clerk	Laura Vidito-Hernandez, SMB
Special Education Related Service Provider Social Worker	Suzanna Wheeler, Lompoc
Agency	Communitify Nanette Brown



## 2022-23 LEA/District Cost Associated with Due Process SBCSELPA Account Balances

	22-23	<u>Expended</u> <u>to Date</u> <u>2022-23</u>	Balance
Carryover Funding	Allocation		
Adelante	\$ 5,830	\$ -	\$ 5,830.00
Blochman	\$ 5,580	\$ -	\$ 5,580.00
Carpinteria	\$ 10,906	\$ -	\$ 10,906.00
Family Partnership	\$ 10,000.00	\$ -	\$ 16,173.00
Goleta	\$ 15,078	\$ -	\$ 15,078.00
Guadalupe	\$ 8,567	\$ 8,458.00	\$ 109.00
Hope	\$ 7,582	\$ -	\$ 7,582.00
Lompoc	\$ 31,271	\$ -	\$ 31,271.00
Manzanita	\$ 6,176	\$ -	\$ 6,176.00
Orcutt	\$ 18,844	\$ 18,844.00	\$ -
Santa Barbara Unified	\$ 43,033	\$ 43,033.00	\$ -
Santa Barbara Charter	\$ 5,786	\$ 3,841.50	\$ 1,944.50
Santa Maria Joint Union High	\$ 29,374	\$ -	\$ 29,374.00
Santa Maria-Bonita	\$ 89,672.23	\$ -	\$ 141,831.23
Santa Ynez Consortium	\$ 36,516	\$ -	\$ 36,516.00
SBCEO Direct Services	\$ 17,120	\$ 8,204.00	\$ 8,916.00
<b>TOTAL</b>	<b>\$ 99,672.23</b>	<b>\$ 82,380.50</b>	<b>\$ 317,286.73</b>

**2022-23**  
**YEAR TO DATE SELPA LEGAL FEES (RESERVE)**

Beginning Balance                      \$        325,000.00  
YTD Expenditures

July	\$               -
August	\$               -
September	\$            920.00
October	\$            117.00
November	\$           1,028.00
December	\$               -
January	\$            195.00
February	\$               -
March	\$               -
April	\$               -
May	\$               -
June	\$               -
<b>TOTAL</b>	<b>\$           2,260.00</b>
<b>ENDING BALANCE</b>	<b>\$           322,740.00</b>

Payments to Law Firms:

Dannis Woliver Kelley	\$            920.00
Fagen Friedman Fulfrost	\$           1,340.00
Law Office of Melissa Hatch	\$               -
Liebert Cassidy Whitmore	\$               -
Lozano Smith	\$               -
Musick, Peeler & Garrett	\$               -
Lana Clark	\$               -
Atkinson, Andelson, Loya	\$               -
Payments to Districts	\$               -

**TOTAL 2022-23 LEGAL SETTLEMENTS TO DATE**

Settlement Agreements                None



## 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	0	1	\$ 128,414	\$ 27,463	\$ 109,835	\$ 137,298		\$ 27,463	\$ 109,835
Orcutt Union	1	1	\$ 173,087	\$ 44,025	\$ 207,172	\$ 251,198		\$ 44,025	\$ 207,172
Santa Maria Bonita	0	1	\$ 40,019	\$ 9,300	\$ 98,949	\$ 108,249		\$ 9,300	\$ 98,949
Santa Barbara County Education Office - Montecito	1	1	\$ 32,765	\$ 22,568	\$ 68,441	\$ 91,009		\$ 22,568	\$ 68,441
Santa Maria Joint	1	1	\$ 69,093	\$ 26,660	\$ 78,500	\$ 105,160		\$ 26,660	\$ 78,500
Santa Barbara Unified	2	3	\$ 45,244	\$ 64,015	\$ 240,919	\$ 304,934		\$ 64,015	\$ 240,919
Santa Ynez Valley Consortium	1	1	\$ -	\$ 13,617	\$ 55,861	\$ 69,478		\$ 13,617	\$ 55,861
<b>TOTAL</b>	<b>6</b>	<b>9</b>	<b>\$ 488,623</b>	<b>\$ 207,648</b>	<b>\$ 859,678</b>	<b>\$ 1,067,327</b>		<b>\$ 207,648</b>	<b>\$ 859,678</b>

<b>2022-23 Mental Health NPS Placement Budget</b>	<b>\$ 1,910,000</b>
Mental Health NPS Placement Expenses to SELPA (Estimated)	\$ 859,678
<b>Mental Health NPS Balance Available (Estimated)</b>	<b>\$ 1,050,322</b>

<b>2022-23 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.

Note: 1 Lompoc student placement ended since last update  
1 SYVSEC student placement pending not included in figures above