### SANTA BARBARA COUNTY SELPA JOINT POWERS AGENCY BOARD

**Regular Meeting Monday, June 5, 2023** Public Session – 9:00 a.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 comments 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.

#### **PUBLIC SESSION** I.

- A. Call to Order
- B. Roll Call
- C. Flag Salute
- D. Welcome Guests
- E. Renew Membership for Current Board Members & Board Officer Positions of Amy Alzina, JPA Clerk, Emilio Handall, and Anne Hubbard, JPA Chairperson, and administer Oath of Office.
- SBCSELPA Executive Director's Report F.

REF: I-F

#### II. **PUBLIC COMMENTS**

Please refer to information above regarding public comment guidelines.

#### III. **PUBLIC HEARING**

- A. Santa Barbara County SELPA 2023-2024 Proposed Adopted Budget 1. Convene Public Hearing
  - Opened
  - 2. Discussion and Input
  - 3. Adjournment of Public Hearing

Closed

#### IV. APPROVAL OF ADDITIONAL EMERGENCY ITEMS (Government Code Section 54954.3(b)(2))

#### V. APPROVAL OF ACTION AGENDA

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

#### VI. <u>CONSENT AGENDA ITEMS</u> <u>A Minutes of May 1</u> 2023 Regular Meetin

A.	Minutes of May 1, 2023 Regular Meeting	REF: VI-A
В.	Ratification of Payment of Claims	REF: VI-B
C.	<ul> <li>2022-2023 &amp; 2023-2024 Nonpublic School (NPS) Individual</li> <li>Service Agreements (ISAs) <ol> <li>22-23 Individual Service Agreement: Devereux Advanced Behavioral Healt</li> <li>23-24 Individual Service Agreement: Diamond Ranch Academy</li> <li>23-24 Individual Service Agreement: Intermountain Children's Home &amp; Ser</li> <li>23-24 Individual Service Agreement: Lava Heights Academy</li> </ol> </li> </ul>	
D.	<ol> <li>2023-2024 Nonpublic School (NPS) Master Contract Rates</li> <li>Exhibit A Rates Sheet: Diamond Ranch Academy</li> <li>Exhibit A Rates Sheet: El Paseo Children's Center</li> <li>Exhibit A Rates Sheet: Lava Heights Academy</li> <li>Exhibit A Rates Sheet: Sorenson's Ranch School</li> <li>Exhibit A Rates Sheet: Solstice RTC/Fernwood Academy</li> <li>Exhibit A Rates Sheet: Triumph Academy</li> </ol>	REF: VI-D
E.	<ul> <li>2023-2024 Nonpublic Agency (NPA) Master Contract Rates</li> <li>1. Exhibit A Rates Sheet: RO Health, LLC – San Diego</li> </ul>	REF: VI-E
F.	<ol> <li>2023-2024 Legal Service Agreements         <ol> <li>Adams Silva &amp; McNally</li> <li>Atkinson, Adelson, Loya, Ruud &amp; Romo</li> <li>Fagen Friedman Fulfrost</li> <li>Hatch &amp; Cesario</li> <li>Liebert Cassidy Whitmore</li> </ol> </li> </ol>	REF: VI-F
G.	2023-24 Research Agreement Between the Regents of the University of California Santa Barbara and the Santa Barbara County Special Education Local Plan Area	REF: VI-G
H.	Memorandum of Understanding (MOU) of Santa Barbara Unified School District (SBUSD) as the Employer of Record for the SBCSELPA WRAP Services Team for the 2023-24 School Year 1. MOU	REF: VI-H
I.	<ul> <li>SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern</li> <li>Match and Service Agreement</li> <li>1. Services Agreement: Aldous "Dos" Pabon – Carpinteria</li> </ul>	REF: VI-I

VI.	CONS	SENT AGENDA ITEMS (continued)	
	J.	2023-24 Agreement Between Crisis Prevention Institute, Inc. (CPI) and SBCSELPA	REF: VI-J
	K.	Agreement Between SBCSELPA and Laura Morizio, PhD, NCSP, for Mental Health Research/Services for the 2023-24 School Year 1. Services Agreement	REF: VI-K
	L.	Agreements Between SBCSELPA and SLO-SELPA for G.R.O.W. training and consultant services for 2023-24 1. SBCSELPA Services Agreement 2. SLO-SELPA Agreement for Consultant Services	REF: VI-L
	M.	Employment Contract Renewal for Deborah Umansky as SBCSELPA Mental Health Specialist, Clinical Psychologist Supervisor 1. 2023-2024 Employment Contract	REF: VI-M
		It is recommended that Consent Agenda Items A through M be approved as presented.	Motion: Second: In Favor: Opposed: Abstained:
	A.	<ul> <li><u>ENTATION</u></li> <li>SBCSELPA Professional Development 2022-2023 and 2023-2024</li> <li>Presenter: Jennifer Connolly, SBCSELPA Coordinator         <ol> <li>SBCSELPA Professional Development One-Year-Plan for 2023-</li> <li>Professional Development 2023-2024 Projections by Month – In Virtual, Hybrid In Person &amp; Virtual (Recorded, posted on SBCS)</li> </ol> </li> <li>SSCHEDULED FOR ACTION/CONSIDERATION</li> </ul>	Person,
	А.	Santa Barbara County SELPA (SBCSELPA) 2023-2024 Proposed Adopted Budget 1. SBCSELPA Proposed Adopted Budget	REF: VIII-A
		It is recommended that the JPA Board approve the SBCSELPA 2023-2024 Proposed Adopted Budget as presented.	Motion: Second: In Favor: Opposed: Abstained:
	B.	<ul><li>2023-2024 Annual Deferred Maintenance Projects</li><li>1. SBCEO Request</li></ul>	REF: VIII-B
		It is recommended that the JPA Board approve funding of the annual deferred maintenance projects scheduled for 2023-2024 as presented.	Motion: Second: In Favor: Opposed: Abstained:
		3	

June 5, 2023

SBCSELPA JPA BOARD MEETING

#### VIII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION (continued) C. Santa Barbara County Education Office (SBCEO) Request to Exceed the **REF: VIII-C** Non-salary Budget Regional Program Costs Caps 1. SBCEO Request 2. 2023-24 Regional Assessment & Tech Plan It is recommended that the JPA Board approve SBCEO's request to Motion: Second:\_\_\_\_\_ exceed the non-salary budget caps in the 2023-2024 school year as presented. In Favor: Opposed:\_\_\_\_\_ Abstained: D. Carpinteria Unified School District (CUSD) Request to Take Back **REF: VIII-D** Occupational Therapy (OT) Services for 2024-25 School Year 1. Carpinteria Letter of Intent 2. Program Transfer Plan & Checklist Motion:\_\_\_\_\_ Second:\_\_\_\_\_ It is recommended that the JPA Board approve the Carpinteria O.T. program transfer plan as presented. In Favor: Opposed:\_\_\_\_\_ Abstained: Santa Ynez Valley Special Education Consortium (SYVSEC) to Take Back **REF: VIII-E** E. Occupational Therapy (OT) Services for 2024-25 School Year 1. SYVSEC Letter of Intent 2. Program Transfer & Checklist Motion:\_\_\_\_\_ It is recommended that the JPA Board approve the SYVSEC O.T. Second:\_\_\_\_\_ program transfer plan as presented. In Favor: \_\_\_\_\_ Opposed:\_\_\_\_\_ Abstained: Santa Barbara County SELPA Local Plan Revision, Section 9, AB 602 **REF: VIII-F** F. Special Education Fiscal Allocation Plan - Change for Funded ADA (First & Second Reading/Approval) 1. SBCSELPA Local Plan, Section 9, 3204 AB 602 Special Education Fiscal Allocation Plan Revisions Motion:\_\_\_\_\_ It is recommended that the JPA Board approve the revisions to Local Second: Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan as presented. In Favor: Opposed:\_\_\_\_\_ Abstained:

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

- G. Santa Barbara County Education Office (SBCEO) Regional Program Operator REF: VIII-G Request for Funding for Program Expansion of Santa Maria/Orcutt Preschool SDC for the 2023-2024 School Year
  - 1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO request for funding for expansion of Santa Maria/Orcutt Preschool SDC Class for the 2023-2024 school year as presented.	Motion: Second: In Favor: Opposed: Abstained:
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- H. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding for Program Expansion of Santa Ynez Valley Preschool SDC Class for the 2023-2024 School Year
  - 1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO request for funding for expansion of preschools in Santa Ynez Valley for the 2023-2024 school year as presented.	Motion: Second: In Favor: Opposed: Abstained:
	Abstained:

I. Santa Barbara County Education Office (SBCEO) Regional Program Operator REF: VIII-I Request for Funding for Program Expansion of Lompoc Preschool SDC Class for the 2023-2024 School Year

1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO request	Motion:
for funding of additional support staff for Lompoc LEAP Program	Second:
for the 2023-2024 school year as presented.	In Favor:
	Opposed: Abstained:

- J. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding of Additional Support Staff for Lompoc LEAP Program
  - 1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO regional	Motion:
program request for funding for additional support staff for Lompoc	Second:
LEAP program for the 2023-2024 school year as presented.	In Favor:
	Opposed:
	Abstained:

#### K. Proposed 2023-2024 SBCSELPA JPA Board Meeting Dates

#### REF: VIII-K

It is recommended that the JPA Board approve the proposed 2023-2024 SBCSELPA JPA Board Meeting dates as presented.	Motion: Second: In Favor: Opposed:
	Abstained:

IX.	ITEM	S SCHEDULED FOR INFORMATION AND DISCUSSION	
	А.	SBCSELPA Office Lease Extension	REF: IX-A
		1. Office Lease	
	В.	SBCSELPA 2022-2023 Alternate Dispute Resolution (ADR) Outcomes	REF: IX-B
		1. SBCSELPA ADR Outcome Data for 2022-2023 & 2021-2022 School Years	
		2. SBCSELPA ADR Countywide Events Offerings for 2022-2023 by Month	
	C.	SBCSELPA Professional Development (PD) Summary for 2022-23 and	REF: IX-C
		Proposed Plan for 2023-2024	
		1. 2022-23 Professional Development Evaluation Data	
		<ol> <li>2. 2022-23 SBCSELPA Network Meeting Dates</li> <li>3. SBCSELPA Professional Development Offerings Booklet (Updated May 20</li> </ol>	23)
		5. SDCSELFA Floressional Development Offerings Booklet (Opdated May 20	23)
	D.	SBCSELPA Community Advisory Committee (CAC) 2022-23 Annual Project	REF: IX-D
		1. SBCSELPA Informational Handout for Parents (English/Spanish)	
	E.	LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date	REF: IX-E
		Account Balances	
	F.	SBCSELPA Legal Fees Year-to-Date Reserve	REF: IX-F
	G.	Nonpublic School (NPS) Year-to-Date Placement Expenditures	REF: IX-G
X.	MISC	ELLANEOUS AGENDA ITEMS	
л.	A.	Items Proposed for Future Action or Discussion	
	1 1.	•	
	В.	Next Scheduled JPA Board Meeting: Date: August / September <u>TBD</u> , 2023	

### Time: 12:00 p.m.

#### Location: TBD

#### XI. PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEMS

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

#### XII. CLOSED SESSION:

There are no Closed Session items for this agenda.

#### XIII. <u>**RECONVENE TO PUBLIC SESSION:**</u> Report of action taken in Closed Session, as appropriate.

#### XIV. ADJOURNMENT

#### SBCSELPA JPA Board Membership 2023-2024

	District Superintendents	Current SBCSELPA JPA Board Members	Term Expiration
rect	Darren McDuffie, Santa Maria-Bonita		
North County Nondirect	Holly Edds, Orcutt Union	Holly Edds, Orcutt Union	6/30/2024
ty N	Doug Brown, Blochman Union		
Coun	Emilio Handall, Guadalupe Union	Emilio Handall, Guadalupe Union	6/30/2025
rth 0	Clara A. Finneran, Lompoc Unified		
Ng	Antonio Garcia, Santa Maria Joint Union High School		
£	Anne Hubbard, Hope	Anne Hubbard, Hope, Chairperson	6/30/2025
outh Count Nondirect	Diana Roybal, Goleta Union		
South County Nondirect	Hilda Maldonado, Santa Barbara Unified	Hilda Maldonado, SBUSD	6/30/2024
0)	Diana Rigby, Carpinteria Unified		
_ <del>1</del>	Arry Alrian Cold Spring	Any Alsian Cald Carrier Clark	C /20 /2025
ombinec th & Sou County Direct	Amy Alzina, Cold Spring	Amy Alzina, Cold Spring, Clerk	6/30/2025
Combined North & South County Direct	Alfonso Gamino, Cuyama Joint Unified		
ž	Anthony Ranii, Montecito Union		
u	Ray Vasquez, Los Olivos		
lucati	Maurene Donner, College		
Santa Ynez Valley Special Education Consortium Nondirect	Andrew Schwab, Santa Ynez Valley Union High School		
/alley Specia Consortium Nondirect	Randy Haggard, Buellton Union	Randy Haggard, Buellton Union, Vice Chairperson	6/30/2024
nez Vá C I	Bree Valla, Vista Del Mar Union		
anta Y	Pam Rennick, Ballard		
0)	Sierra Loughridge, Solvang		
- 12th School	Andrew Schwab, Santa Ynez Valley Union High School		
th - 1 gh Sc			
9th High	Antonio Garcia, Santa Maria Joint Union High School	Antonio Garcia, Santa Maria Joint Union High School	6/30/2024
ools			
Bart / Sch			
Santa Barbara County Schools			
S	Susan Salcido, Santa Barbara County Education Office	Susan Salcido, Santa Barbara County Education Office	No expiration

#### SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

#### June 5, 2023

#### **1)** Due Process/Dispute Updates-Two Due Process filings in progress and two CDE Investigations.

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

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

#### 3) Special Education Finance Update-

On Friday, May 12, 2023, the Department of Finance (DOF) released <u>trailer bill language</u> corresponding with the May Revision. For the trailer bill proposal dubbed the "SELPA Administration Fee Cap" (see attached pages 99-100), the language now reads:

Education Code Section 56836.148 (h): "For the 2023-24 fiscal year, each special education local plan area shall, at minimum, allocate special education base grant funding to all of its member local educational agencies equal to the total sum of base grant funding allocated to all of its member local educational agencies in fiscal year 2022-23 multiplied by the sum of one plus the inflation factor, as defined in paragraph (1) of subdivision (b) of Section 56836.142 for the 2023-24 fiscal year, multiplied by the sum of one plus the percent change in average daily attendance of its member local educational agencies from fiscal year 2022-23 to 2023-24."

Proposed language from January related to posting SELPA plan documents on the California Department of Education's (CDE) website and the extension of the moratorium on the creation on single-district SELPAs continue unchanged at the May Revision. Finally, the May Revision (see <u>Finance Letters</u> (see attached page 10), fixes the typo in January that kept \$69 million in federal Individuals with Disabilities Education Act (IDEA) mental health funds for students with disabilities flowing to SELPAs; as revised, these restricted funds would also flow to LEAs, as structured in the 2022-23 Enacted Budget.

The Coalition for Adequate Funding for Special Education (CAFSE) and the State SELPA Association continues to **oppose** the "SELPA Administration Fee Cap" language and the shift of \$69 million in IDEA mental health funds to LEAs. In a proactive effort, SBCSELPA has developed a proposed 2023-24 Budget based upon this trailer bill language being approved.

#### 4) Parent Testimonies-

Parents from San Francisco Unified School District and Mt Diablo Unified School District were recorded in March 2023 and shared their student/family journey in assessing the support and services for their students with disabilities. This group of parents provided their honest and heartfelt work that they had to accomplish to get their student's needs met in a sometimes-challenging environment. This powerful video was shared at the May State SELPA Association meeting and provided an opportunity to share and reflect on our own practices in order to support our LEA's. Here is a link to the video: <a href="https://vimeo.com/825721429?share=copy">https://vimeo.com/825721429?share=copy</a>

#### 5) CDE Compliance Monitoring-

The LEA's in SB County are working diligently on several CDE and state-wide special education compliance monitoring efforts during the end of the 2022-23 school year. Attached is a presentation provided at a recent SEAM meeting that highlights the work and timelines being addressed. **(SEE REF: I-F.1 - Presentation titled, "May SEAM EOY Updates")** 

dollars (\$4,000,000) annually through the 2027–28 fiscal year. These funds shall be available for encumbrance or expenditure through June 30, 2029.

(b) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (a) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202 of the Education Code, for the 2021–22 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202 of the Education Code, for the 2021–22 fiscal year.

#### **SELPA Administration Fee Cap**

Section 56836.148 of the Education Code is amended to read:

56836.148. (a) For the 2020–21 fiscal year, the Superintendent shall determine the base grant funding for each special education local plan area by multiplying the amount funded per unit of average daily attendance for each special education local plan area computed in subdivision (a) of Section 56836.146 by the funded average daily attendance computed in subdivision (a) Section 56836.144 for the corresponding special education local plan area.

(b) For the 2021–22 fiscal year, the Superintendent shall determine the base grant funding for each special education local plan area by multiplying the amount funded per unit of average daily attendance for each special education local plan area computed in subdivision (b) of Section 56836.146 by the funded average daily attendance computed in subdivision (a) of Section 56836.144 for the corresponding special education local plan area.

(c) For the 2022–23 fiscal year, the Superintendent shall determine the base grant funding for each special education local plan area by adding the products of the amount funded per unit of average daily attendance for each special education local plan area computed in subdivision (c) of Section 56836.146 multiplied by the funded average daily attendance for each member local educational agency and charter school that is a local educational agency for purposes of special education computed in subdivision (b) of Section 56836.144.

(d) Commencing with the 2023–24 fiscal year and for each fiscal year thereafter, the Superintendent shall determine the base grant funding for each special education local plan area by adding the products of the amount funded per unit of average daily attendance for each special education local plan area computed in subdivision (d) of Section 56836.146 multiplied by the funded average daily attendance for each member local educational agency and charter school that is a local educational agency for purposes of special education computed in subdivision (b) of Section 56836.144.

(e) For purposes of calculating the base funding for the special education local plan area identified as the Los Angeles County Juvenile Court and Community School/Division of Alternative Education Special Education Local Plan Area, the Superintendent shall make the following computations:

(1) For the 2020–21 fiscal year, multiply the amount of funding per unit of average daily

attendance computed in paragraph (1) of subdivision (e) of Section 56836.146 by the funded average daily attendance computed in subdivision (a) of Section 56836.144. (2) For the 2021–22 fiscal year, multiply the amount of funding per unit of average daily attendance computed in paragraph (2) of subdivision (e) of Section 56836.146 by the funded average daily attendance computed in subdivision (a) of Section 56836.144. (3) For the 2022–23 fiscal year, multiply the amount of funding per unit of average daily attendance computed in subdivision (e) of Section 56836.146 by the funded average daily attendance computed in subdivision (e) of Section 56836.146 by the funded average daily attendance computed in subdivision (b) of Section 56836.146 by the funded average daily attendance computed in subdivision (b) of Section 56836.144. (4) Commencing with the 2023–24 fiscal year and for each fiscal year thereafter, multiple the amount of funding per unit of average daily attendance computed in paragraph (4) of subdivision (e) of Section 56836.146 by the funded average daily attendance computed in subdivision (4) of subdivision (b) of Section 56836.146.

(f) Commencing with the 2022–23 fiscal year and for each fiscal year thereafter, the Superintendent shall make publicly available the amount of special education funding each local educational agency generates for their special education local plan area pursuant to subdivisions (c) and (d).

(g) Commencing with the 2022–23 fiscal year and for each fiscal year thereafter, each special education local plan area shall report to their member local educational agencies no later than 30 days after receiving their apportionment the amount of funding each local educational agency generates pursuant to subdivisions (c) and (d).

(h) For the 2023-24 fiscal year, each special education local plan area shall, at minimum, allocate **special education** a total sum of **base grant** funding to all of their its member local educational agencies equal to the total sum of **base grant funding** allocated to all of their its member local educational agencies in fiscal year 2022-23 multiplied by the sum of one plus the inflation factor, as defined in paragraph (1) of subdivision (b) of Section 56836.142 for the 2023-24 fiscal year, multiplied by the sum of one plus the percent change in average daily attendance of its member local educational agencies from fiscal year 2022-23 to 2023-24.

#### Panel for Reading Difficulties Screeners

#### (New for May Revision)

Add Education Code Section 60211 as follows:

60211. (a) (1) The Legislature finds and declares that screening pupils for risk of reading difficulties, including dyslexia, is one of many tools that educators can employ to gain information about how to support their pupils' learning. Screening should be considered part of a school's comprehensive instructional strategy, and should be used by educators like other types of formative and summative assessment, to inform individualized instruction, measure a pupil's progress, identify pupil learning needs, and enable parents and educators to discuss pupil needs in a more informed way. (2) Early identification and intervention with evidence-based early literacy instructional strategies and materials improves literacy outcomes for pupils at-risk of and with reading difficulties, including dyslexia. Dyslexia is the most common learning disability, however many pupils on the dyslexia spectrum struggle every day to read without proper identification and support. By screening all pupils for risk of reading difficulties early, California can help families and teachers achieve the best learning and life outcomes for all pupils and close academic achievement gaps.

-10-

It is further requested that provisional language be added as follows to conform to this action:

12. Of the funds appropriated in Schedule (1), \$4,000,000 in one-time carryover is available to support the existing program.

It is also requested that Schedule (3) of this item be increased by \$347,000 ongoing federal IDEA funds to align to the federal grant award.

It is also requested that Schedule (4) of this item be increased by \$3,408,000 federal IDEA funds to reflect a \$1,948,000 increase in one-time carryover funds and an ongoing increase of \$1,460,000 to align to the federal grant award.

It is further requested that provisional language be added as follows to conform to this action:

13. Of the funds appropriated in Schedule (4), \$1,948,000 in one-time carryover is available to support the existing program.

It is also requested that provisional language be amended as follows:

"6. Of the funds appropriated in Schedule (2), \$69,000,000 shall be available only for the purpose of providing educationally related mental health services, including out-of-home residential services for emotionally disturbed pupils, required by an individualized education program pursuant to the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.) and as described in Section 56363 of the Education Code. The Superintendent of Public Instruction shall allocate these funds to special education local plan areas-local educational agencies in the 2023–24 fiscal year based upon an equal rate per pupil using the methodology specified in Section 56836.07 of the Education Code."

**Item 6100-166-0890, Local Assistance, Vocational Education Program (Issues 535 and 536)**—It is requested that Schedule (1) of this item be increased by \$17,762,000 Federal Trust Fund to reflect a \$14 million increase in one-time carryover funds and an ongoing increase of \$3,762,000 to align to the federal grant award.

It is further requested that provisional language be added as follows to conform to this action:

4. Of the funds appropriated in this item, \$14,000,000 in one-time federal carryover is available to support the existing program.

Item 6100-195-0890, Support and Local Assistance, Adjustment to Align Title II Federal Grant (Issues 375 and 377)—It is requested that Schedule (1) of this item be increased by \$980,000 ongoing federal Title II, Part A funds to align to the federal grant award.

REF: I-F.1



Santa Barbara County Special Education Local Plan Area



### CALPADS EOY (ALL LEA's in SB County)

EOY window is open: May 8 LEA certification: July 28 (can not certify with CERT errors) SELPA certification: August 25

START working on this NOW! Please collaborate with your LEA's CALPADS designee!

16.X reports- how to look at them

EOY overview

Interim Removals in Aeries (CALPADS 7.X reports) (For LEA's that use this)

# IEP Implementation Monitoring (ALL LEA's in SB County)

- Monitoring window: March 1-April 28
- Data reporting window: May 1-June 30
- Have completed by **June 23** for Amber to review and certify

Ray provided passwords. Log in to get your student list of SSIDs

Consolidate teacher/provider documentation. Report out a percentage.

Reach out to Ray and/or Jennifer if you need help.

https://padlet.com/mslaterselpa4200/iep-implementation-monitoring-of-servicesa810w0ldijtocao1

# DRDP (LEA's with Pre-K students only)

Must be uploaded and affirmed by **June 1** 

All infants and toddlers w/IFSPs & preschool-age children with IEPs require the DRDP assessment.

- If the child has a signed IFSP/IEP and received special education services by April 1st 2023, the child requires a spring DRDP assessment.
  - Search and follow up with your teams ASAP.

SELPA- DRDP Report Spring 2023 Infant and Preschool Students DR Access Data is now open for SELPA uploads for the Spring 2023 assessment period. Spring 2023 DRDP (2015) data uploads must be complete and certified in www.draccessdata.org by July 1<sup>st</sup>, 2023.

# Smalls Monitoring (Cold Spring, Montecito, Los Olivos, SY Valley High School, SY Valley Charter, Vista)

• Part 3 - Due June 9 in Stepwell

Student File Reviews

- Conduct using the operative IEP (last consented to).
- Indicate compliant/not compliant/ NA.
- Up to 15 files for review.

Reach out to Jennifer if you need support. SELPA is wants to help (need your password).

https://padlet.com/smallmonitoring/cycle-a-2022-student-record-review-srrq2bapxvgc8bknjv3

### Targeted Monitoring (Hope, Orcutt, CARP, Lompoc, SB Charter, Goleta and Santa Maria-Bonita)

Step 1 Due June 30

• SBCSELPA deadline is **June 23** in order to review

DA/CIM integration

- June 5 and June 14
- Will complete data dive and data consolidation
- Must have pre work completed: team creation, infrastructure review, parent input, policy and procedures review, and student file review

https://padlet.com/targetedmonitoring/resources-for-targeted-monitoringvn8yo2pwlbjfyeyd

# SpEd End of Year Timelines

#### For initials:

If requests are received between 30-60 days prior to end of the school year, timelines will run until the last day of school and resume the day we return

- Ex: If the last day of school is day 41, the first day of school is day 42
- Go into the pending file and put delay codes of school break on these records

If requests are received 30 days or fewer before the end of the school year, then the assessment is due within the first 30 days of the next school year

- You MAY NOT have the full 60 days as you only have 30 days upon school starting in August
- Go into the pending file and put delay codes of school break on these records

We can not place a stop date on receiving referrals nor ignore our child find obligations

- Encourage conversations with your admin and SST teams so that everyone understands how timelines work during breaks
- Some suggestions could include:
  - Create an action plan to collect meaningful and targeted data between now and end of year
  - Provide a short term intervention targeting areas of concern
  - Create a plan for how to follow up and address any end of year referrals/concerns so that stakeholders feel assured that the student will remain on our radar into the new school year

#### Fall Re-evals and Annuals

Collaborate with case managers and look ahead to August-Sept to determine whether or not they can be moved up to the end of this school year. We all know how hectic the start of school is.

### Alt Pathway to Diploma

Letters need to be provided to eligible 9th grade students prior to end of the year.

• Due date: last day of school

Eligible students are those who take the CAA

CDE is supposed to released guidance by end of next week. It is recommended to wait until then before sending letters.

Districts impacted: SMJUHSD, LUSD, SY Valley High School, SBUSD, CARP

### RESC 6536 and 6537

**RESC 6536- Dispute Prevention** 

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RESC 6537- Learning Recovery.
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Must be encumbered by **June 30** and fully expended by September. Goal is to be fully expended by June 30 for clean end of year close. If not spent, must give back to CDE. We don't want to have to give back! **Sends a poor message to CDE for furture lobbying for SPED funds.** 

- Reference the plan created to ensure expenditures are allowed.
- Run budget report to see status.
- Reach out to Rachel if you and your Business Official need help.

### Personnel Data Report

- Due in the system by **June 2**
- Ray has to review and certify by June 30

Federal requirement that looks at your special education funded using special education dollars. CDE has scaled back the requirements to align to federal regulations.

If you need last year's PDR, email <u>Imacdonald@sbcselpa.org</u>

https://docs.google.com/document/d/1HaU4136SDSTKD8KdFLazEswdiDGyWUL 1Os22IScskOo/edit?usp=sharing



### 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 MAY 1, 2023, REGULAR MEETING Public Session – 12:00 p.m. Jonata Middle School Library 301 Second Street, Buellton, CA 93427

#### I. <u>PUBLIC SESSION</u>

#### 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 **12:19 p.m**. at Jonata Middle School Library, Buellton, CA.

#### B. Roll Call

Lindsay MacDonald took membership roll call.

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

Members Absent: None.

Others Present:	Ray Avila, SBCSELPA Executive Director and Secretary to the Board,
	and other SBCSELPA staff:
	Lindsay MacDonald, SBCSELPA Office Manager
	Jennifer Connolly, SBCSELPA Coordinator
	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. Ivan Alvarez, EdD, MA, LEP, Bilingual School Psychologist, SBCEO, joined the meeting again to continue observing as he is in the process of obtaining his PASC. Lastly, he introduced Erik Thompson, Special Education Director for Santa Maria-Bonita School District. There were no other guests in attendance at the meeting.

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

Ray Avila reviewed the report he prepared for the JPA Board, highlighting item 4, SB County Business Official Resources, and item 5, Student Testimonies. Ray shared that Rachel Wigle, SBCSELPA CBO, has composed Padlet resources for district CBOs across the county, both links are provided in the report. Ray commends Rachel for her hard work, and it is greatly appreciated.

Lastly, highlighted that the Butte County SELPA has composed a video of student experiences and testimonies of appreciation for adults working in Special Education. Ray shared that it is definitely a feel-good moment and a reminder of why we do what we do. The Board was satisfied; there were no questions or comments.

**Opened: 12:21 p.m.** 

#### II. <u>PUBLIC COMMENTS</u>

There were no public comments.

#### III. **PUBLIC HEARING**

#### A. Santa Barbara County SELPA 2023-2024 Annual Budget and Service Plans

- 1. Convene Public Hearing
- 2. Discussion and Input
- 3. Adjournment of Public Hearing Closed: 12:22 p.m.
- IV. <u>APPROVAL OF ADDITIONAL EMERGENCY ITEMS</u>: The JPA Board was presented with the request to hear 2 emergency items:

**Recommendation:** The JPA Board approves the 2 additional emergency action items as presented.

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

**Vote:** 8 - 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

Ray introduced both items and explained to the JPA Board the necessity for bringing them forward as emergency items. Delaying the items to June 2023 would cause SBCEO to miss the window of capturing quality for candidates and interrupt the timeline for LUSD reporting to their board. Ray further confirmed that District/LEA special education administrators were presented these items in March 2023 and agree with the request. The board was satisfied; there were no questions or comments.

A. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding for Program Expansion of Lompoc ESN Elementary for the 2023-24 School Year

**Recommendation:** The JPA Board approves the SBCEO request for funding for expansion of Lompoc ESN Elementary for the 2023-24 school year as presented.

#### Motion to Approve: Amy Alzina Second: Emilio Handall

**Vote:** 8 - 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

The TK-6 classroom is projected to reach 14 students this school year. SBCEO team wants to split the team into two classes of seven students. SBCEO is requesting a full day classroom, 1.0 FTE Special Education Teacher, 0.8125 FTE paraeducator, so that each classroom would have one teacher and three aides. The board was satisfied; there were no questions or comments.

#### B. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding for Program Expansion of Preschool Plus/Preschool Assessment Team for the 2022-23 School Year

**Recommendation:** The JPA Board approves SBCEO request for funding for expansion of Preschool Plus/Preschool Assessment Team for the 2022-23 School Year presented.

#### Motion to Approve: <u>Amy Alzina</u> Second: <u>Hilda Maldonado</u>

The board was satisfied; there were no further questions or comments. **Vote:** 8-0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

SBCEO is requesting that an Itinerant Special Education Teacher, .5 FTE, be added to the preschool assessment team. This position would support students in preschool across all programs run by SBCEO. The board was satisfied; there were no further questions or comments.

#### V. APPROVAL OF ACTION AGENDA

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

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

**Vote:** 8 - 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

#### VI. **<u>CONSENT AGENDA:</u>** The JPA Board took action on Items A - O:

- A. Minutes of March 6, 2023 Regular Meeting
- B. Ratification of Payment of Claims: 01-730321 01-730344, 01-731310 01-731320, 01-732475 01-732498, 01-733623 01-733636, 01-734537 01-734559, 01-735390 01-735407, 01-736166 01-736174, 01-737222 01-737239.

#### C. 2022-2023 Nonpublic School (NPS) Individual Service Agreements (ISA)

- 1. Individual Service Agreement: Greenacre Homes & School
- 2. Individual Service Agreement: Victor Treatment Centers dba North Valley Schools, Inc.

#### D. 2022-2023 Nonpublic School (NPS) Master Contract Rates

- 1. Exhibit A Rates Sheet: Greenacre Homes & School (addendum)
- 2. Exhibit A Rates Sheet: Three Points Center, LLC
- 3. Exhibit A Rates Sheet: Victor Treatment Centers dba North Valley Schools

#### VI. **<u>CONSENT AGENDA</u>** (continued)

#### E. 2023-2024 Nonpublic School (NPS) Master Contract & Exhibit A Rates

- 1. 2023-2024 Master Contract
  - a. Exhibit A Rates Sheet: Cinnamon Hills Youth Crisis Center
  - b. Exhibit A Rates Sheet: Devereux School of Viera
  - c. Exhibit A Rates Sheet: Intermountain Children's Home & Services
  - d. Exhibit A Rates Sheet: New Haven Residential Treatment Center (Spanish Fork & Saratoga Springs)
  - e. Exhibit A Rates Sheet: Pine Ridge Academy at Youth Care of Utah

#### F. 2023-2024 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates

- 1. 2023-2024 Master Contract
  - 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
  - 1. 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

### G. SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern 23-24 Match and Services Agreement

- 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

- 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

1. 2023-24 Employment Contract

#### VI. **<u>CONSENT AGENDA</u>** (continued)

- J. Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC 1. 2023-24 Employment Contract
- K. Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Audiologist 1. 2023-24 Employment Contract
- L. Employment Contract Renewal for Rosy Matos-Bucio SBCSELPA Board Certified Behavior Analyst
  - 1. 2023-24 Employment Contract
- M. Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental Health Manager 1. 2023-24 Employment Contract
- N. Employment Contract Renewal for Natalie Facio-Leon as SBCSELPA Mental Health Specialist
  - 1. 2023-24 Employment Contract
- O. Employment Contract Renewal for Rachel Wigle as SBCSELPA Chief Business Official 1. 2023-24 Employment Contract

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

Motion to Approve: <u>Randal Haggard</u> Second: <u>Hilda Maldonado</u> The Board was satisfied; there were no questions or comments.

**Vote:** 8-0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

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

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

**Recommendation:** The JPA Board approve SBCSELPA 2023-2024 Annual Budget and Service Plans as presented.

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

**Vote:** 8-0 The motion passed with JPA Board Members Amy Alzina, 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 questions or comments.

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

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

1. 2023-24 SBCSELPA Local Plan

**Recommendation:** The JPA Board approves the 2023-24 SBCSELPA Local Plan as presented.

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

**Vote:** 8-0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

Ray Avila reminded the JPA Board that this item was presented at the May 1m 2023 board meeting as an information and discussion item. The CDE now requires that we review, update, and submit our Local Plan to the CDE every 3 years. The revised language this year has been included in Section 9 and has previously been reviewed by the Board. The revision has been vetted by the CAC, along with SEAM and SEAMBO.

Following this meeting, with the JPA Boards final approval the SBCSELPA will push out the revised version to district administrative teams to bring the Local Plan to their board meetings for review and approval. The SELPA is happy to be present during these meetings and answer any questions and provide additional information where necessary. The Board was satisfied; there were no questions or comments.

#### C. Santa Maria-Bonita School District O.T. Program Transfer Plan

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

**Recommendation:** The JPA Board approves the Santa Maria-Bonita School District Transfer Plan and Checklist as presented.

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

**Vote:** 8 - 0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

Ray Avila presented this item, explaining that the program transfer is pertinent between SMBSD, who gave notice back in June, to transfer the OT program back to their district. Per the local plan, the school district requesting transfer is to bring forward a packet of vetting, which had not been received in the traditional form. Ultimately, this packet was received. Orcutt has since provided the green light for the transfer to occur. Potential concerns of program transfers include the potential shut down of programs after transfer back to districts. That is not the concern for this transfer. Erik Thompson, SPED Director for SMBSD, was present during JPA to answer any questions or address board members' concerns. The Board was satisfied; there were no questions or comments.

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

#### D. 2022-2023 Deferred Maintenance Projects & Emergency Repairs

- 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

**Recommendation:** The JPA Board approves the funding of the necessary repair and remediation costs as presented.

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

**Vote:** 8-0 The motion passed with JPA Board Members Amy Alzina, Holly Edds, Antonio Garcia, Randal Haggard, Emilio Handall, Anne Hubbard, Hilda Maldonado, and Susan Salcido voting in favor; none opposed.

Due to the considerable weather events over the winter of 22-23, damage to the roof and subsequent damage to the building was sustained. This damage includes mold. The SBCSELPA is responsible for providing housing for MTUs. SBCEO and SBCSELPA split the cost of maintaining this building 50/50. Unplanned emergency costs are \$61,000 for SELPA share. This cost exhausts the reserve by \$25,000.

Amy Alzina asked if a FEMA reimbursement was applied for. Rachel confirmed that the reimbursement was applied for but had not yet been confirmed. Antonio Garcia asked if the amount considers any unexpected findings. Rachel indicated that MTU reported when the roofer examined the facilities, they were able to make determinations of the roof and ceiling, but the intermediate materials have not been determined is damaged or undamaged. The Board was satisfied; there were no further questions or comments.

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

#### A. Second Interim Financial Report Analysis and Recommendations

Ray Avila introduced this item sharing that SBCSELPA has a positive certification. Rachel Wigle shared that the proposed adopted budget reflects a balanced budget with an undesignated ending balance of \$2,234,182.00.

#### B. SBCSELPA 2023-2024 Proposed Adopted Budget

1. Proposed Adopted Budget

Ray Avila introduced this item and Rachel Wigle shared the specifics. The budget next year assumes the shift of mental health funds will take place. Three options exist to continue to provide services through SELPA. Currently, there is no consensus on an MOU for reallocating mental health funds, because of this, no MOU exists. The only other funding avenue available is the AB602 grant funding.

Amy Alzina asked if there were unintended consequences of this new plan. Rachel responded that there is a potential effect to the Maintenance of Effort. Districts may need to increase their contributions because they will have less state funds available for this purpose. Additionally, auditing burdens revert to the district. SELPAs are required to provide the continuum of mental health services. The designed and proposed budget confirms that the

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

continuum of mental health services will continue to be provided to students. The SELPA has communicated the impacts of the shift of mental health funds, as well as the impacts of each plan formed for the supplementation of funding to districts, both large and small.

It is noted that Rachel has composed a budget that is fiscally solvent, with budgeting planned out for three years. Ray opened the floor for questions from the JPA Board members. The Board was satisfied; there were no further questions or comments.

#### C. SBCSELPA Professional Development Calendar for May 2023

- 1. SBCSELPA Professional Development Offerings Booklet (Updated April 2023)
- 2. SBCSELPA Professional Development Plan for 2023-2024

Jennifer Connolly introduced this item, she shared that the SBCSELPA hosted Dr. Feifer for two pieces of training on writing and math. Ray shared that the Dyslexia Bill has returned, noting that it is too early to determine whether it will make it to the Governor's desk. Hilda mentioned concern regarding the overidentification of ELLs.

Jennifer shared that the Nurse's Symposium will be hosted on Wednesday, May 3rd in Buellton. This time of year, the SELPA receives feedback from all LEAs on professional development offerings. The proposed plan for PD will be brought to the JPA Board at the June 2023 meeting.

Hilda asked as individuals are continuously hired, one of the things SBUSD is trying to invest in is the pre-entrance training for individuals entering SPED, especially for mod-severe classroom employees. Jennifer has given this considerable thought and is happy to report that plans for PD offerings satisfying this need are in the works. These training courses are slated to be made available to specific districts, on the day and at the time of their choosing to optimize participation. The Board was satisfied; there were no further questions or comments.

#### D. 4th Annual SELPA-Bration Winners Announcement

Jennifer Connolly, SBCSELPA Coordinator shared the recipients of the SELPA Star for 2023. The Board was satisfied; there were no questions or comments.

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

The Board was satisfied; there were no 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.

#### SBCSELPA JPA BOARD MINUTES OF MAY 1, 2023

#### IX. MISCELLANEOUS AGENDA ITEMS

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

Susan Salcido shared that SB County School Board Association mentioned that there was a trend for increased preschool assessments. She followed up by asking whether that is something to bring up and have discourse on. Susan also shared that LEAs expanding TK, with expanded expectations, it is noted as being necessary for preschool spaces to be used for TK spaces. This necessitates that preschool programs seek out additional spaces. Kirsten Escobedo shared that SBCEO has been looking for two spots in SMBSD due to the closure of two inclusion spots due to TK. There were no other requests for future agenda items.

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

**Date:** June 5, 2023 – **IN-PERSON Time:** 9:00 a.m. **Location:** Jonata School Library, Buellton

#### X. <u>PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEM</u> There were no public comments.

- XI. <u>CLOSED SESSION:</u> The JPA Board adjourned to Closed Session at 1:45 p.m.
   A. Confidential Nonpublic School (NPS) Student Updates
  - B. Evaluation of the SBCSELPA Executive Director, Ray Avila
- XII. <u>**RECONVENE TO PUBLIC SESSION:**</u> Anne Hubbard called the meeting back into Public Session at **2:00 p.m.** The Board took no action.

#### XIII. ADJOURNMENT

The meeting was adjourned at 2:00 p.m.

Anne Hubbard, Chairperson Santa Barbara County SELPA Ray Avila, Secretary Santa Barbara County SELPA

Date

Date

#### ReqPay12a

Check Number	Check Date	Pay to the Order of		Fund-Object	Expensed Amount	Check Amount
1-738299	04/25/2023	Bucio, Rosy		01-5200		545.81
1-738300	04/25/2023	Umansky, Deborah		01-4300		98.04
01-738301	04/25/2023	Anna Whitehouse		01-5860		3,000.00
01-738302	04/25/2023	Annisha Susilo		01-5860		3,000.00
01-738303	04/25/2023	Barbara Katic		01-5800		5,000.00
01-738304	04/25/2023	Cassandra Silvola		01-4310		50.13
01-738305	04/25/2023	Devereux ABH		01-5890		40,332.58
01-738306	04/25/2023	Great America Financial Svcs.		01-5860		160.65
01-738307	04/25/2023	Hearing Consultants Of Calif.		01-5860		285.00
01-738308	04/25/2023	-	JPS 2022-23-75	01-5890		3,521.65
01-738309	04/25/2023	Monica Romero		01-5860		3,000.00
01-738310	04/25/2023	Patterson Associates		01-5600		5,642.48
01-738311	04/25/2023	Securitas Technology Corp.		01-5860		70.11
01-738312	04/25/2023	Tamara Starling		01-5860		3,000.00
01-738313	04/25/2023	Verizon Wireless		01-5910		218.56
01-739341	05/02/2023	Avila, Ray S		01-5200		2,630.10
01-739342	05/02/2023	Bucio, Rosy		01-5910		35.00
01-739343	05/02/2023	Facio-Leon, Natalie		01-5910		35.00
01-739344	05/02/2023	Foote, Lisa A		01-5910		35.00
01-739345	05/02/2023	Pandac, Philbert R		01-5910		35.00
01-739346	05/02/2023	Crystal Ramos		01-5800		754.00
01-739347	05/02/2023	Frontier		01-5910		238.75
01-739348	05/02/2023	Goleta Union School District		01-5860		28,546.07
01-739349	05/02/2023	Hatch & Cesario		01-5830		2,792.50
01-739350	05/02/2023	Jazmin Estebez		01-5910		35.00
01-739351	05/02/2023	Leticia Leon		01-4310		14.29
01-739352	05/02/2023	Paula Tome Pelle		01-5800		1,392.00
01-739353	05/02/2023	Rachel Bidinost		01-5200	1,215.02	.,
				01-5910	35.00	1,250.02
01-739354	05/02/2023	Regents of Univ. of CA		01-5100	73,864.56	.,
				01-8699	48,351.02-	25,513.54
01-739355	05/02/2023	School Services of California		01-5860		465.00
01-739356	05/02/2023	Staples Business More		01-4300		394.63
01-739357	05/02/2023	Stephanie Kim		01-5200		1,003.26
01-739358	05/02/2023	Tania Nunez De La Torre		01-5200	1,224.85	.,
				01-5910	35.00	1,259.85
01-739359	05/02/2023	Tina Kurrels		01-5910		35.00
01-740356	05/09/2023	Facio-Leon, Natalie		01-5200		440.82
01-740357	05/09/2023	Lindsey, Alison		01-5200		1,182.22
01-740358	05/09/2023	MacDonald, Lindsay		01-5200		48.47
)1-740359	05/09/2023	Barbara Katic		01-4300		99.00
01-740360	05/09/2023	Big Green Cleaning Company		01-5860		387.00
01-740361	05/09/2023	CalPERS Financial Reporting		01-3202		3,995.33
01-740362	05/09/2023	CPR COMPUTER SERVICES		01-5860		1,254.92
01-740363	05/09/2023	Frontier		01-5910		167.33
01-740364	05/09/2023			01-5890		20,197.98

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#### ReqPay12a

#### **Board Report**

Checks Da	ted 04/19/20	23 through 05/26/2023					
Check Number	Check Date	Pay to the Order of	Fu	Ind-Object	Expensed Amount	Check Amount	
01-740365	05/09/2023	ILRC, Inc.		01-5800		77.00	
01-740366	05/09/2023	Jazmin Estebez		01-5200		1,273.98	
01-740367	05/09/2023	Lava Heights Academy		01-5890		11,920.00	
01-740368	05/09/2023	Sage Communications, Inc.		01-5910		526.32	
01-740369	05/09/2023	Stephanie Kim		01-5910		35.00	
01-740370	05/09/2023	Steven G. Feifer, D.Ed. ABPdN		01-5800		5,000.00	
01-740371	05/09/2023	Tina Kurrels		01-5200		297.70	
01-740372	05/09/2023	Verizon Wireless		01-5910		302.81	
01-740373	05/09/2023	West Shield Adolescent Service		01-5890		6,919.18	
01-740374	05/09/2023	X Tech Laser Printing Inc.		01-5860		264.00	
01-741490	05/16/2023	Avila, Ray S		01-5200	2,587.12		
				01-8699	61.48	2,648.60	
01-741491	05/16/2023	Foote, Lisa A		01-5200		78.93	
01-741492	05/16/2023	MacDonald, Lindsay		01-8699		162.57	
01-741493	05/16/2023	Pandac, Philbert R		01-5200		593.49	
01-741494	05/16/2023	ALD Telecom		01-5910		54.98	
01-741495	05/16/2023	Buellton Union School District		01-5830	36,516.00		
				01-7281	47,262.00	83,778.00	
01-741496	05/16/2023	Devereux ABH		01-5890		19,956.80	
01-741497	05/16/2023	Diamond Ranch Academy, Inc.		01-5890		17,212.44	
01-741498	05/16/2023	Frontier		01-5910		45.47	
01-741499	05/16/2023	Kirsten Escobedo		01-5200		122.05	
01-741500	05/16/2023	VISA		01-4300	710.73		
				01-5200	3,352.42		
				01-5800	209.82		
				01-5910	239.85	4,512.82	
01-742569	05/23/2023	Avila, Ray S		01-5860		121.23	
01-742570	05/23/2023	ACSA		01-5300		123.62	
01-742571	05/23/2023	Department Of Justice		01-5860		32.00	
01-742572	05/23/2023	Glen Annie Golf Club		01-4300		3,494.11	
01-742573	05/23/2023	Goleta Union School District		01-7281		4,782.38	
01-742574	05/23/2023	Great America Financial Svcs.		01-5860		160.65	
01-742575	05/23/2023	Jane Harpster		01-4310		581.82	
01-742576	05/23/2023	North Valley Schools Inc.		01-5890		13,133.80	
01-742577	05/23/2023	Securitas Technology Corp.		01-5860		70.11	
01-742578	05/23/2023			01-5800		196.00	
			Total Number of Checks	74		340,639.95	
	Fund Recap						
	Fund	Description	Check Count	Expe			
	01	General Fund	74	10	340,639.95		
	• ·						

Total Number of Checks 74
Less Unpaid Tax Liability
Net (Check Amount)

The preceding Checks have been issued in accordance with the District's Policy and authorizationESCAPEONLINEof the Board of Trustees. It is recommended that the preceding Checks be approved.Page 2 of 2

071 - Santa Barbara County SELPA

Generated for Lindsay MacDonald (71MACDONALDL), May 26 2023 9:08AM

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340,639.95



### Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2022-2023 & 2023-2024 Nonpublic School (NPS) Individual Service Agreements (ISAs)

#### **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 & 2023-2024 Nonsectarian, Nonpublic School/Agency Master Contract.

Nonpublic School	Case Number	100% Contract Cost	Effective Dates
Devereux Advanced	NPS 2022-23-72	\$246,267.90	7/1/2022 - 06/30/2023
Behavioral Health			
	22-23 TOTAL:	\$246,267.90	
Diamond Ranch Academy	NPS 2022-23-71	\$172,326.27	7/1/2023 - 06/30/2024
Intermountain Children's	NPS 2022-23-75	\$201,365.00	7/1/2023 - 06/30/2024
Home & Services			
Lava Heights Academy	NPS 2022-23-74	\$153,835.00	7/1/2023 - 06/30/2024
	23-24 TOTAL:	\$527,526.27	

**FISCAL IMPACT:** The contracted costs for the SBCSELPA NPS placements for 2022-2023 are \$246,267.90 and for 2023-2024 are \$527,526.27.

**RECOMMENDATION:** The JPA Board approves the above 2022-2023 & 2023-2024 NPS ISAs as presented.

RA:lm

#### EXHIBIT B: 2022-2023 ISA

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

This agreement is effective on <u>July 1, 2022</u> 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.

Loca	Education Agency <u>Santa Barbara Cou</u>	nty Special	Education	Local Plan A	rea	No	npublic School <u> </u>	Devereux Advance	ed Behavioral Health
LEA	Case Manager: Name <u>Ray Avila, SELF</u>	PA Executiv	e Director			Phone N	umber <u>(805) 683</u>	8-1424	
	Name NPS 2022-2 (Last)	3-72			City Sont	Maria	(M.I.)	M 🖾 F	Grade: <u>8</u> CA 93455
DOB	ess	Home		r 🗌 LCI #_					JA 93400
Pare	nt/Guardian								
Addr	ess (If different from stude					sidence)		(Busine	ess)
AGR 1.	EEMENT TERMS: Nonpublic School: The average number	r of minutes	in the inst	ructional day	will be:				ular school year ended school year
2.	Nonpublic School: The number of school	ol days in th	e calendar	of the school	l year are:			0 0	ular school year ended school year
3.	Educational services as specified in the A. INCLUSIVE AND/OR BASIC EDU Estimated Number of Days 200 B. RELATED SERVICES:	UCATION F	ROGRAM	RATE: (App	lies to nonp	ublic schools on	<i>ly):</i> Daily R	ate: <u>\$210.34</u>	
	SERVICE	LEA	Provic NPS	ler OTHER Specify	wk/m	f Times per b/yr., Duration; r per IEP; as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	Intensive Individual Services (340)		x		Educa	ion Day	\$210.34	200	\$42.068
	Language/Speech Therapy (415) a. Individual b. Group								
	Adapted Physical Ed. (425)								
	Health and Nursing: Specialized Physical Health Care (435)								
	Health and Nursing Services: Other (436)								
	Assistive Technology Services (445)								
	Occupational Therapy (450)								
	Physical Therapy (460)								
	Individual Counseling (510)								
	Counseling and guidance (515).								
	Parent Counseling (520)								
	Social Work Services (525)								

	Provider						
SERVICE	LEA	NPS	OTHER Specify	# 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
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Residential Room and Board	x			Daily	\$299.26	365	\$109,299.90
Mental Health/Related Services	x			Daily	\$260 (max)	365	\$94,900 (max)
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes	1						
Other							

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

6.Progress Reporting Requirements:	Quarterly	Monthly X	Other (Specify)			
		<u> </u>	(2peen)			
he parties hereto have executed	d this Individual Servic	es Agreement	by and through their duly authorized ag	gents or representatives as set forth belo		
-CONT	TRACTOR-		-LEA/SE	CLPA-		
Devereux Advanced Behavioral Health			Santa Barbara County SELPA			
(Name of Nonpublic School/Agency)			(Name of LEA/SELPA)			
Signature) Date)			(Signature)	(Date)		
Kelly Messer, Director of Fina	nce		Dr. Ray Avila, Executive Director			
(Name and Title)			(Name of Superintendent or Authorized Designee)			

# EXHIBIT B: 2023-2024 ISA

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

This agreement is effective on <u>July 1, 2023</u> 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, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Age	ncy <u>Santa Barbara Cou</u>	nty Special	Education	Local Plan Are	NeaN	onpublic School		
LEA Case Manager:	Name <u>Ray Avila, SELF</u>	PA Executiv	e Director		Phone I	Number <u>(805) 683</u>	-1424	
Pupil Name _	NPS 2022	2-23-71				Sex: 🖂	M 🗌 F	Grade: 11
Address	(Last) St, #6			(First)	City <u>Santa Barbara</u>	(M.I.)	State/Zip	CA/93103
DOB	Residential Setting:	Home	E Foster	r □ LCI #		OT	HER <u>RTC</u>	
Parent/Guardian _				Phone (8		(8	05)	
Address	(If different from stude	ent)			(Primary) City		(Secoi State/Zip	ndary)
AGREEMENT TERN 1. Nonpublic Sch	IS: <i>ool</i> : The average number	of minutes	in the instr	ructional day w			-	gular school year tended school year
2. Nonpublic Sch	<i>ool</i> : The number of schoo	ol days in the	e calendar	of the school	year are:			ular school year ended school year
A. INCLUS	IVE AND/OR BASIC ED	UCATION P	ROGRAM	RATE: (Appli	RACTOR and paid at the es to nonpublic schools o PROJECTED BASIC EDU	only): Daily Ra	ate: <u>\$139.06</u>	2
D. RELATED	SERVICES.		Provid	er				
SERVICE		LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximun Total Cost for Contracted Period
Intensive Individu	al Services (340)		x		252	\$139.06		\$35,043.12
	h Therapy (415) ndividual Group							
Adapted Physical	Ed. (425)							
Health and Nursir Health Care (435)	ng: Specialized Physical )							
Health and Nursin	ng Services: Other (436)							
Assistive Technol	logy Services (445)							
Occupational The	erapy (450)							
Physical Therapy	(460)							
Individual Counse	eling (510)							
Counseling and g	uidance (515).							
Parent Counselir	ng (520)							
Social Work Servi	ices (525)							

	Provider						
SERVICE	LEA	NPS	OTHER Specify	# 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
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			365	\$209.79		\$76,573.35
Mental Health Services	x			365	\$166.32		\$60,709.80
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$137,283.15

6.Progress Reporting Requirements:	Quarterly	Monthly X	Other (Specify)			
The parties hereto have executed	d this Individual Servic	ces Agreement	by and through their duly authorized ag	gents or representatives as set forth bel		
-CONTRACTOR-			-LEA/SE	LPA-		
Diamond Ranch Academy			Santa Barbara County SELPA			
(Name of Nonpublic School/Agency)			(Name of LEA/SELPA)			
(Signature) (Date)			(Signature)	(Date)		
(Name and Title)			Dr. Ray Avila, Executive Director			
			(Name of Superintendent or Authorized Designee)			

# EXHIBIT B: 2023-2024 ISA

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

This agreement is effective on <u>July 1, 2023</u> 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, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Age	ncy <u>Santa Barbara Cou</u>	nty Special	Education	Local Plan Are	a No	npublic School		
LEA Case Manager:	Name <u>Ray Avila, SELF</u>	PA Executive	e Director		Phone N	umber <u>(805) 683</u>	8-1424	
Pupil Name _	NPS 2022	-23-75				Sex: 🖂	M 🗌 F	Grade: 3
Address _	(Last) Lane			(First)	City <u>Santa Barbara</u>		State/Zip	CA/93108
DOB	Residential Setting:	Home	E Foster	LCI #		10 🖾	THER <u>RTC</u>	
Parent/Guardian _				Phone (94	19) <u>(B. 11</u> )	(4	40)	
Address	(If different from stude	ent)		(	(Residence) City		(Busin State/Zip	ess)
AGREEMENT TERM 1. Nonpublic Scho	IS: <i>bol</i> : The average number	r of minutes	in the instr	uctional day wi			-	gular school year tended school year
2. Nonpublic Scho	ool: The number of school	ol days in the	e calendar	of the school y	ear are: <u>210</u>			ular school year ended school year
A. INCLUS	IVE AND/OR BASIC ED	UCATION P	ROGRAM	RATE: (Applie	ACTOR and paid at the rates to nonpublic schools or ROJECTED BASIC EDU	ly): Daily R	ate: <u>\$248</u>	
D. REBRED C			Provide	er				
SERVICE		LEA	NPS	OTHER Specify	# 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
Intensive Individua	al Services (340)		х		210	\$248		52,080
Language/Speech a. In b. G	dividual							
Adapted Physical	Ed. (425)							
Health and Nursin Health Care (435)	g: Specialized Physical							
Health and Nursin	g Services: Other (436)							
Assistive Technole	ogy Services (445)							
Occupational The	rapy (450)							
Physical Therapy	(460)							
Individual Counse	ling (510)							
Counseling and g	uidance (515).							
Parent Counselin	g (520)							
Social Work Servi	ces (525)							

	Provider						
SERVICE	LEA	NPS	OTHER Specify	# 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
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	х			365	\$67		\$24,455
Mental Health Services	х			365	\$342		\$124,830
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$149,285

6.Progress Reporting Requirements:	Quarterly	Monthly X	Other (Specify)			
The parties harate have execute	d this Individual Servic	as Agraamant	by and through their duly authorized ag	vents or representatives as set forth bal		
I Contraction of the second se	TRACTOR-	es Agreement	-LEA/SE			
Intermountain Children's Home & Services			Santa Barbara County SELPA			
(Name of Nonpublic School/Agency)			(Name of LEA/SELPA)			
(Signature) (Date)			(Signature)	(Date)		
ML Rutherford, Director of Ed	lucation		Dr. Ray Avila, Executive Director			
(Name and Title)			(Name of Superintendent or Authorized Designee)			

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

This agreement is effective on <u>July 1, 2023</u> 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, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Ager	ncy <u>Santa Barbara Cou</u>	nty Special	Education	Local Plan Ar	Nea Nea	onpublic School		
LEA Case Manager:	Name <u>Ray Avila, SELF</u>	PA Executiv	e Director		Phone I	Number <u>(805) 683</u>	3-1424	
Pupil Name _		022-23-	74			A Sex:	] M 🖾 F	Grade: 9
Address	(Last) Lane			(First)	City <u>Guadalupe</u>	(M.I.)	State/Zip	CA/93434
DOB	Residential Setting:	Home	Foster	r 🗌 LCI #		0	THER <u>RTC</u>	
Parent/Guardian _				Phone (8	805) <u>720-</u>	3)	305) <u>720-</u>	
Address	(If different from stude	ent)			(Residence) City		(Busin State/Zip	ess)
AGREEMENT TERM 1. Nonpublic Scho	S: <i>ool</i> : The average number	of minutes	in the instr	ructional day v				gular school year tended school year
2. Nonpublic Scho	ool: The number of schoo	ol days in the	e calendar	of the school	year are:			ular school year ended school year
A. INCLUSI	VE AND/OR BASIC ED	UCATION P	ROGRAM	RATE: (Appl	RACTOR and paid at the lies to nonpublic schools o PROJECTED BASIC EDU	nly): Daily R	ate: <u>\$165</u>	
D. RELATED 3	DERVICES.		Provid	er				
SERVICE		LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximun Total Cost for Contracted Period
Intensive Individua	al Services (340)		х		251	\$165		\$41,415
Language/Speech a. In b. G	dividual							
Adapted Physical	Ed. (425)							
Health and Nursin Health Care (435)	g: Specialized Physical							
Health and Nursin	g Services: Other (436)							
Assistive Technolo	ogy Services (445)							
Occupational Ther	rapy (450)							
Physical Therapy	(460)							
Individual Counsel	ling (510)							
Counseling and gu	uidance (515).							
Parent Counseling	g (520)							
Social Work Service	ces (525)							

	Provider						
SERVICE	LEA	NPS	OTHER Specify	# 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
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	х			365	\$230		\$83,950
Mental Health Services	x			365	\$78		\$28,470
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$112,420

6.Progress Reporting Requirements:	Quarterly	Monthly X	Other (Specify)			
The parties hereto have executed	l this Individual Servic	ces Agreement	by and through their duly authorized a	gents or representatives as set forth bel		
-CONTRACTOR-			-LEA/SH	ELPA-		
Lava Heights Academy			Santa Barbara County SELPA			
(Name of Nonpublic School/Agency)			(Name of LEA/SELPA)			
(Signature) (Date)			(Signature)	(Date)		
			Dr. Ray Avila, Executive Director			
(Name and Title)			(Name of Superintendent or Authoriz	ed Designee)		



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

# **BACKGROUND:**

- The attached Exhibit A Rates sheets 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:
  - 1. Exhibit A Rates Sheet: Diamond Ranch Academy
  - 2. Exhibit A Rates Sheet: El Paseo Children's Center
  - 3. Exhibit A Rates Sheet: Lava Heights Academy
  - 4. Exhibit A Rates Sheet: Sorenson's Ranch School
  - 5. Exhibit A Rates Sheet: Solstice RTC/Fernwood Academy
  - 6. Exhibit A Rates Sheet: Triumph Academy

**FISCAL IMPACT:** <u>Rates for services vary.</u> 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

### EXHIBIT A: 2023-2024 RATES

#### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Diamond Ranch Academy
The CONTRACTOR CDS NUMBER: 77-76422-0133843
PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

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

### 1) Daily Basic Education Rate:

### 2) Inclusive Education Program

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

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

### EXHIBIT A: 2023-2024 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:	El Paseo Child	ren's Center	
The CONTRACTOR C	DS NUMBER:	9901718	

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: \_\_\_\_\_

SERVICE	RATE	PERIOD
CERT	TIFICATED STAFFING	
School Psychologist	\$125	Hourly
<u>SLP/OT/PT</u>	\$125	Hourly
<u>SLPA/COTA/PTA</u>	\$80	Hourly
SPED Teacher/RSP Teacher	\$85	Hourly
APE Teacher	\$90	Hourly
School Counselor	\$85	Hourly
LCSW/LMFT	\$95	Hourly
Certified School Nurse	\$120	Hourly
Para-educator/Instructional Aide	\$55	Hourly
Behavior Technician	\$60	Hourly
<u>RBT/ABA</u>	\$65	Hourly
BCBA	\$120	Hourly
LVN	\$70	Hourly
<u>RN</u>	\$75	Hourly
CNA/Health Aide/MA	\$55	Hourly

### EXHIBIT A: 2023-2024 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:	Lava Heights A	cademy	
The CONTRACTOR C	DS NUMBER:	77-76422-0136358	

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:

SERVICE	<u>RATE</u>	PERIOD
Nonpublic School (340)	\$165.00	Education Day
Room & Board	\$230.00	Calendar Day
Mental Health Services	\$78.00	Calendar Day
Speech and Language Services	\$85.00	Per Hour

### EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: <u>Sorenson's Ranch School</u>
The CONTRACTOR CDS NUMBER: <u>77-76422-0128835</u>

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:

SERVICE	<u>RATE</u>	PERIOD
Academic Instruction (Including ESY)	\$185.75	Education Day
Room & Board	\$388.65	Daily
Bed Hold	\$75	Daily
Staff to Staff Supervision	\$275	Daily
Psychiatric Services, Medication Assessment	\$150	Per Session
Individual Counseling (Psychological Services Provided Through Contractors through Quote Only)	\$100	Per Session
<u>Group Counseling</u> (Psychological Services Provided Through Contractors through Quote Only)	_\$50	Per Session
Parent Counseling/Training (Psychological Services Provided Through Contractors through Quote Only)	\$150	Per Session
Behavior Intervention	\$275	Daily
Health & Nursing Services	Included	Included
Recreation Services	Included	Included

### EXHIBIT A: 2023-2024 RATES

#### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:	Solstice RTC/Fe	ernwood Academy	
The CONTRACTOR (	CDS NUMBER:	77-76422-0134916	

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:

SERVICE	RATE	PERIOD
Academic Instruction (Including ESY)	\$224.16	Education Day
Room & Board	\$132.10	Daily
Clinical & Support	\$405.26	Daily
Enrollment Fee	\$3,000	Per Enrollment

### EXHIBIT A: 2023-2024 RATES

#### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:	Triumph Acader	ny
The CONTRACTOR C	DS NUMBER:	77-76422-0129809

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

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

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

### 1) Daily Basic Education Rate:

### 2) Inclusive Education Program

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

SERVICE	RATE	PERIOD
Room and Board	\$160	Daily
Mental Health	\$76	Daily
Education Services	\$140	Education Day
Personal Aide	\$20	Hourly
Speech Therapy Evaluation	\$325	Flat Rate
Direct Therapy Services (Speech)	\$85	Hourly
Indirect Services	\$105	Hourly



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

# **BACKGROUND:**

- The attached Exhibit A Rates sheet for the following nonpublic agency (NPA) contractor is attached to the NPA master contract for the 2023-2024 school year and are being presented for JPA Board approval:
  - 1. Exhibit A Rates Sheet: RO Health, LLC San Diego

**FISCAL IMPACT:** <u>Rates for services vary.</u> 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 Rates for contractor services as presented.

RA:lm

### EXHIBIT A: 2023-2024 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:	RO Health, LLC	C-San Diego
The CONTRACTOR C	DS NUMBER:	9902177

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

Maximum Contract Amount:

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

1) Daily Basic Education Rate:

### 2) Inclusive Education Program

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

SERVICE	RATE	PERIOD
Administrative Assistant	\$38.53	Hourly
CAN/MA/Health Office Assistant	\$45.65	Hourly
<u>LVN</u>	\$65.87	Hourly
LVN with Trach/Vent Student	\$67.94	Hourly
Registered Nurse (RN)	\$82.58	Hourly
Credentialed School RN	\$102.72-\$131.26	Hourly
Nurse Administrator	\$150-\$170	Hourly
Physical Therapist	\$102.72-\$131.26	Hourly
Occupational Therapist	\$102.72-\$131.26	Hourly
Speech Language Pathologist	\$108.70-\$119.57	Hourly
Speech-Language Pathology Assistant	\$59.79-\$70.66	Hourly
Licensed Clinical Social Worker	\$89.68-\$105.98	Hourly
Licensed Marriage Family Therapist	\$89.68-\$105.98	Hourly
Paraeducator/ISA	\$37.45	Hourly
Behavioral Class Aide	\$40.22	Hourly
Registered Behavioral Tech	\$53.08	Hourly
Board Certified Behavior Analyst	\$131.26	Hourly
School Psychologist	\$105.81	Hourly



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Aaencv

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2023-2024 Legal Services Agreements

# **BACKGROUND:**

- As per the Local Plan, each year SBCSELPA solicits contractual agreements on an open, ongoing bid basis for legal/attorney services with law firms.
- SBCSELPA has received legal services agreements from the following legal firm for 2023-2024:
  - 1. Adams Silva & McNally
  - 2. Atkinson, Adelson, Loya, Ruud, & Romo
  - 3. Fagen Friedman and Fulfrost
  - 4. Hatch & Cesario
  - 5. Liebert Cassidy Whitmore

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

**RECOMMENDATIONS:** The JPA Board approve the 2023-2024 legal service agreements as presented.

RA:lm



# LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is effective July 1, 2023, for the 2023-2024 school year, by and between the Santa Barbara County Special Education Local Plan Area ("Client") and the law firm of Adams Silva & McNally LLP ("Law Firm," together with Client, "Parties"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Law Firm agree as follows:

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

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

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

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

Upon discharge or withdrawal, Law Firm shall transition all outstanding legal work and services to others as Client shall direct.

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

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

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

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

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

Santa Barbara County SELPA

Ray Avila Executive Director Santa Barbara County SELPA

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

Adams Silva & McNally LLP

Kerrie McNally Partner Adams Silva & McNally LLP

Date: \_\_\_\_\_05/08/2023 \_\_\_\_\_\_



# PROFESSIONAL RATE SCHEDULE (Effective July 1, 2023, for the 2023-2024 School Year)

# 1. HOURLY PROFESSIONAL RATES

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

Partner / Senior Counsel / Of Counsel	\$295-\$330 per hour
Associate	\$265-\$290 per hour
Law Clerk	\$185 per hour
Paralegal	\$175 per hour

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

# 2. COSTS AND EXPENSES

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

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

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

## AGREEMENT FOR SPECIAL SERVICES (SPECIAL EDUCATION)

# I. <u>PARTIES</u>

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2023, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SANTA BARBARA COUNTY SELPA, hereinafter referred to as "SELPA."

# II. <u>RECITALS; PURPOSE; MATTERS</u>

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

# III. <u>TERMS AND CONDITIONS</u>

A. The term of this Agreement shall be for one year, commencing July 1, 2023, through June 30, 2024. For the period July 1, 2023, through June 30, 2024, the SELPA hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$350.00
Partners/Senior Counsel	\$325.00
Senior Associates	\$315.00
Associates	\$315.00
Electronic Technology Litigation Specialist	\$275.00
Non-Legal Consultants	\$245.00
Senior Paralegals/Law Clerks	\$195.00
Paralegals/Legal Assistants	\$195.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# IV. <u>SPECIALIZED LEGAL SERVICES</u>

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

## V. <u>RELATED POST-INVESTIGATION SERVICES</u>

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

# VI. <u>CONSENT TO JOINT REPRESENTATION</u>

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

# VII. <u>SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL</u> <u>CONSULTANTS</u>

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

Because the Law Firm has a financial interest in the SELPA's use of these affiliated nonlegal consultants, the rules of the State Bar of California require that the SELPA provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The SELPA is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent. Please also be advised that because the services of these non-legal consultants are provided to the SELPA outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

### VIII. CONSENT TO LAW FIRM COMMUNICATION

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

# IX. <u>IDENTIFICATION OF INSURANCE COVERAGE</u>

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

# X. <u>BINDING ARBITRATION</u>

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

### XI. <u>DURATION</u>

This Agreement shall be effective July 1, 2023, through June 30, 2024, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

# XII. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2023.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_ KAREN E. GILYARD

"SELPA"

SANTA BARBARA COUNTY SELPA

Dated: \_\_\_\_\_

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



# AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Barbara County SELPA ("Client") and the law firm of Fagen Friedman & Fulfrost LLP (F3 Law) ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2023:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Santa Barbara County SELPA	Fagen Friedman & Fulfrost LLP
	Namita S. Brown
Type or Print Name	Name
	Managing Partner
Type or Print Title	Title
	NamikeS. Brown.
District Authorized Signature	Signature
DATE:	DATE: <u>May 26, 2023</u>



Fagen Friedman & Fulfrost LLP

Please Return Professional Rate Schedule With Contract

# PROFESSIONAL RATE SCHEDULE

Santa Barbara County SELPA July 1, 2023

### 1. HOURLY PROFESSIONAL RATES

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

Associate	\$280 - \$310 per hour
Partner	\$345 - \$380 per hour
Senior Partner*	\$405 per hour
Senior Counsel/Of-Counsel	\$360 - \$380 per hour
Paralegal	\$195 - \$280 per hour
Law Clerk	\$280 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$285 per hour
<b>Communications Services Consultant</b>	\$305 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

### \**Partners with* 25+ years of experience.

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

### 2. <u>ON-SITE LEGAL SERVICES</u>

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

#### 3. <u>COSTS AND EXPENSES</u>

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

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

# HATCH & CESARIO

### ATTORNEYS-AT-LAW

June 2, 2023

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

Re: Legal Services Agreement

Dear Mr. Avila

Enclosed please find a copy of our Agreement for Legal Services for the 2023-2024 fiscal year.

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

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

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

Sincerely,

Hatch & Cesario

Melissa Hatch Enclosures

Ventura 4474 Market Street, Suite 501 Ventura, CA 93003 melissa@hatchcesariolaw.com <u>www.hatchcesariolaw.com</u> (805) 639-0090 Office (805) 980-4218 Fax San Diego 10531 4S Commons Drive, Suite 583 San Diego, CA 92127 debbie@hatchcesariolaw-sd.com

# HATCH & CESARIO

# ATTORNEYS-AT-LAW

# AGREEMENT FOR LEGAL SERVICES

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

# Attorney's Services

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

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

# **Hourly Rates**

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

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

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

# Costs, Expenses and Other Requirements Applicable to Client

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

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

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

# **Payment for Services**

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

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

# Arbitration of All Disputes Including Claims of Malpractice

A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services

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

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

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

Agreement for Legal Services Page 4 of 4

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

\_\_\_\_\_ (Client Initial Here)

(Attorney Initial Here)

## **Discharge of Services**

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

## **Term of Agreement**

The term of this Agreement is effective July 1, 2023 through June 30, 2024 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Santa Barbara County Special Education Local Plan Area

Ray Avila, Executive Director

Hatch & Cesario, Attorneys-at-Law

Melissa Hatch, Partner

Date: \_\_\_\_

Date: June 2, 2023

Ventura 4474 Market Street, Suite 501 Ventura, CA 93003 melissa@hatchcesariolaw.com <u>www.hatchcesariolaw.com</u> (805) 639-0090 Office (805) 980-4218 Fax San Diego 10531 4S Commons Drive, Suite 583 San Diego, CA 92127 debbie@hatchcesariolaw-sd.com

#### AGREEMENT FOR SPECIAL SERVICES

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

### 1. <u>Conditions</u>

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

#### 2. <u>Attorney's Services</u>

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

#### 3. <u>Fees, Costs, Expenses</u>

#### a. <u>Agency Legal Fee Payments</u>

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

The hourly rates to be paid by Agency for Attorney time is Three Hundred Ninety- Five Dollars (\$395.00) for Partners, Three Hundred Fifty Dollars (\$350.00) for Senior Attorneys, Three Hundred Fifteen Dollars (\$315.00) for Associate Attorneys, Two Hundred Eighty Dollars (\$280.00) for time of Labor Relations/HR Consultant, and One Hundred Fifty Dollars (\$150.00) for Paralegals. Attorneys and paraprofessional staff bill

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

#### b. <u>Member Local Education Agency Legal Fee Payments</u>

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

The range of hourly rates for Attorney time that may be billed to Agency's member LEAs is Four Hundred Five Dollars (\$405.00) for Partners, Three Hundred Fifty-Five Dollars (\$355.00) for Senior Counsel, Two Hundred Fifty to Three Hundred Thirty-Five Dollars (\$250.00 - \$335.00) for Associates. Any billing pursuant to this Section 3(b) will be offset by the amounts billed pursuant to Section 3(a).

## c. <u>Costs, Expenses and Other Requirements Applicable to Agency and</u> <u>Member LEAs</u>

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

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

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

#### 4. <u>Arbitration of Professional Liability or Other Claims</u>

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

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

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

### 5. <u>File Retention</u>

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

### 6. Assignment

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

#### 7. <u>Independent Contractor</u>

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

## 8. <u>Term</u>

This Agreement is effective July 1, 2023 through June 30, 2024, and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE, A Professional Corporation SANTA BARBARA COUNTY SELPA

By\_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date\_\_\_\_\_

#### Award #SB230003

#### **RESEARCH AGREEMENT**

#### Between

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

#### And

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

This Research Agreement ("Agreement") for mental health research/services is entered into on this 18th day of May, 2023 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Santa Barbara campus, hereinafter called "University," and, THE SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA OFFICE, having a principal place of business at 5385 Hollister Avenue, Box 107, Santa Barbara, CA 93111, hereinafter called "Sponsor."

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

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

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

#### 1. Statement of Work

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

#### 2. Deliverables

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

#### 3. Performance Period and Term of the Agreement

The Period of Performance and the Term of this Agreement shall be from 08/01/2023 through 07/31/2024.

4. <u>Cost to Sponsor</u>

The cost to Sponsor for University's performance hereunder shall be \$24,943. This Agreement shall be performed on a "cost reimbursement" basis. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

#### 5. <u>Payment</u>

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

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

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

#### 6. Principal Investigator

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

#### 7. <u>Rights in Data.</u>

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

#### 8. Supplies and Equipment

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

#### 9. Copyright

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

#### 10. <u>Confidentiality</u>

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

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

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

#### 11. <u>Publication</u>

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

#### 12. Applicable Law

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

#### 13. Notice

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

University:	Kevin Loza Sponsored Projects Officer Office of Research University of California
	Santa Barbara, CA 93106-2050
Sponsor:	Dr. Ray Avila Santa Barbara County SELPA

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

#### 14. <u>Termination</u>

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

#### 15. Publicity

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

#### 16. Indemnification

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

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

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

#### 17. Excusable Delays

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

#### 18. Assignment

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

#### 19. <u>Amendments.</u>

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

- 20. Miscellaneous.
  - 20.1 <u>Not a Partnership or Joint Venture</u>. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.
  - 20.2 <u>Severability</u>. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
  - 20.3 <u>Recitals & Headings</u>. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.
  - 20.4 <u>No Waiver</u>. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.
- 21. Entire Agreement

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

THE SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA OFFICE THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:		
Name:	Ray Avila	
Title:	Director	
Date:		

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

#### **Exhibit A**

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

#### The Topic

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

#### **The Collaboration**

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

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

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

1. What mental health interventions and strategies are most effective in supporting students that are eligible for special education as emotionally disturbed?

a. What strategies or curricular components utilized in group counseling are deemed to be most successful in assisting students that are eligible for special education as emotionally disturbed (ED)?

a. What frequency and duration of group counseling are most highly correlated with a higher rate of program compliance?

2. From the information obtained, what further professional development is needed to facilitate the success of teachers in meeting the needs of students with Emotional and Behavioral Disturbances within the SB County SELPA context?

a. For both implementation and outcomes, each of the results will be carefully examined to determine what further professional development is needed.

The collaborative team will explore existing data that they have and facilitating the identification of questions and criteria to examine the implementation fidelity of the

program that they are using across each of the sites.

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

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

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

#### **Budget Justification**

#### **Salaries**

Funds are requested for 2 Student Assistants (SA). The SAs will be responsible for service provision, data management, data analysis, and report preparation. The students will not be expected to play a collaborative role in research production, but will support the research by doing routine tasks. Under supervision of the PIs, SA's will perform a variety of complex duties in support of the project and public contact duties that require the use of specialized skills. SAs will not be fundamental contributors to the intellectual content of the research. The PIs will be responsible for the development and implementation of the evaluation plan and for all reports.

#### **Indirect costs**

Indirect cost rate is calculated based on UCSB's federally negotiated F&A rate of 26% for offcampus organized researched. Indirect cost will be 26% of MTDC.

PI: Shane Jimerson				Perfed 1	Tutal		
Agency: Santa Berbara County Special Education Local Plan Area Office OR Record # 20231349 Title: Understanding and Promoting Policy and Programming for Students with Emotional and Behavioral Disturbances				2/1/23	811/23		
SALARIES	Policy and Pmprami	ning for Studies	TIS WITH EITICE	ousi and Ben	avoral Disturbances	7/31/24	7/31/24
Student Assistant		# persons	rate/hr	% time	# hours		
Graduele Sludent		e persons	18130/DE	76 (1116)	# Hours		
Gabriele Hinoiosa			\$20	25%	1920	\$9.600	
Angela Pollard		-	\$20	25%	1920	\$9 600	
angela Polaru		0		2074	Student Assistant subtotal	44 111	\$1 9.20
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Base Sum	\$9,600	3.10%				5298	_
					Benefits Total:	\$596	\$595
					Salaries & Benefits TOTAL	\$18,795	\$19,795
					TOTAL DRECT COSTS	\$19,796	\$19,798
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Base sum:	\$19,790		26.00%			5,147	
	\$19,796				TOTAL INDIRECT COSTS	\$5,147	\$5,147
					TOTAL COSTS	\$24.943	\$24,943
Provided to all Graduate Student Researchers en	mployed at 25% time of	r mane					
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# Understanding and Promoting Policy and Programming for Students with Emotional and Behavioral Disturbances

## The Topic

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

## **The Collaboration**

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

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

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

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

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

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

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



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 6, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Memorandum of Understanding (MOU) between Santa Barbara Unified School District (SBISD) as the Employer of Record for the SBCSELPA WRAP Services Team for the 2023-24 School Year

## **BACKGROUND:**

- In June 2017, the JPA Board approved that SBCSELPA hire an in-house mental health social work Wrap Around Like mental health team (WRAP Team) to provide IEP services.
- At the May 4, 2020 JPA Board meeting the JPA Board approved the MOU between SBCSELPA and Goleta Union School District (GUSD) to act as employer of record for SBCSELPA WRAP Team.
- The current MOU states the following in Section 14:
   14. TERMINATION. Termination of this MOU shall only occur in one of the following ways:
   (1) Empirication of the TERM as defined in Section 1.
  - (1) Expiration of the TERM as defined in Section 1.
  - (2) By mutual, written agreement of the Parties.
- On May 4, 2023, the SBCSELPA Executive Director inquired with Goleta Union School District (GUSD) to confirm GUSD would continue to be the employer of record for the Wrap Around Like mental health team for the 2023-2024 school year. On May 19, 2023 GUSD replied indicated they may not be able to renew the MOU at this time.
- In order to assure an MOU is in place for an employer of record for the WRAP Team effective July 1, 2023, the SBCSELPA Executive Director inquired with Santa Barbara Unified School District (SBUSD) to be the employer of record for the SBCSELPA WRAP Team. SBCSELPA and SBUSD have created this MOU for this service.

**FISCAL IMPACT:** There is a decrease in the indirect cost rate in "billing for services" from 11.94% to 5.16%. This results in savings of up to \$37,950 annually. There will be a one-time fee of \$2,500 for payroll and set-up of each new hire, for a maximum of \$17,500 of in 23-24. Combined there will be a cost decrease of \$20,450 for 23-24 School Year.

**RECOMMENDATION:** The JPA Board approve the MOU between Santa Barbara School District and SBCSELPA as presented.

#### MEMORANDUM OF UNDERSTANDING

### BETWEEN SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SBCSELPA) AND SANTA BARBARA UNIFIED SCHOOL DISTRICT (SBUSD)

This Memorandum of Understanding ("MOU") is made and entered into between the Santa Barbara County Special Education Local Plan Area ("SBCSELPA") and the Santa Barbara Unified School District ("SBUSD"), (collectively, "Parties").

Whereas SBUSD has agreed to become the employer of record for one Special Education Social Work "Wrap Around Like" Individual Education Plan (IEP) related services team to SBCSELPA member LEAs for the 2023-2024 and 2024-2025 school years.

Beginning on July 1, 2023 the SBCSELPA and SBUSD agree to enter in this memorandum of understanding as follows:

The terms of the agreement are as follows:

- 1. **Term.** This MOU shall cover the period from July 1, 2023 to June 30, 2024.
- 2. <u>Scope of MOU.</u> This MOU shall become null and void in the event that SBCSELPA is unable to recruit and select staff to provide social work "Wrap Around Like" related services (one team).
- 3. <u>Recruitment and Hiring of Staff</u>. Recruitment and Hiring of Staff. SBCSELPA agrees to be fully responsible for recruitment and selection of social work "Wrap Around Like" staff seeking an apprenticeship as a Marriage and Family Therapist (MFT) Trainee.
  - *a.* **Hiring:** Staff shall be employed pursuant to Education Code section 45103(b)(2) and serve "at will", and are not part of the classified service. All hiring paperwork shall be processed via SBUSD. The staff contracted to perform the above services shall not begin work on LEA campuses or directly with students prior to successful fulfillment of the basic minimum requirements for employment with SBUSD, including but not limited to verification of authorization to be employed in the United States, a reference check, a criminal background check, and tuberculosis clearance.
  - b. **On-Loan Agreement:** SBUSD agrees to loan the "Wrap Around Like" staff to SBCSELPA and its LEA members for the purposes of performing those duties pursuant to this MOU and/or assigned by SBCSELPA.

- **Compensation/Expense Reimbursement:** It is agreed that the compensation for c. the "Wrap Around Like" staff shall be determined by SBCSELPA including salary schedule, placement and advancement, and discretionary benefit premium contributions. SBCSELPA shall reimburse SBUSD for the gross monthly salary of "Wrap Around Like" staff and/or any stipend paid to the "Wrap Around Like" staff, as well as any applicable or resulting employer taxes, and all related fringe benefits costs including but not limited to workers' compensation, unemployment insurance, FICA, and health benefits, in connection with their work performed pursuant to this MOU and/or assigned by SBCSELPA. SBCSELPA shall also reimburse SBUSD for all expenses related to the acquisition and service fees associated with any equipment SBUSD provides to the "Wrap Around Like" staff such as laptops, cell phones, etc. "Wrap Around Like" staff shall be provided 1 day of paid time off/sick leave for each month worked. If any such leave is taken by "Wrap Around Like" staff, SBCSELPA shall compensate SBUSD in the manner described herein for the amount of paid time off leave taken.
- d. Management: SBCSELPA shall have the primary responsibility for managing the "Wrap Around Like" staff, including but not limited supervising their work via a qualified SBCSELPA employee/contractor, assigning their work, investigating/resolving complaints, completing any intern paperwork on the staff's behalf, providing administrative support, conducting performance evaluations, and disciplining/dismissing staff as needed. SBUSD reserves the right to investigate/resolve complaints involving "Wrap Around Like" staff, and discipline/dismiss the "Wrap Around Like" staff, following consultation with SBCSELPA and/or its LEA members.
- e. Policies and Procedures: It is further agreed that SBCSELPA will provide SBUSD a written policy that will be provided to WRAP staff summarizing detailed procedures directions for completing and submitting timesheets (i. e. process for requesting time off, sick, holidays, paid, breaks, and what is each type of leave, how salaries are determined, how to complete time sheets and need to include a 30 minute break, the rules/employment law, how questions are to be handled (ask SELPA WRAP Supervisor who will then seek guidance from SELPA Director or Office Manager who will then seek information from SBUSD if needed). SBUSD will provide a sample time sheet training for the SBCSELPA Office Manager, WRAP Supervisor and staff in August as part of the training and hiring process.
- f. **Mandated Reporting:** SBCSELPA shall be the entity to which all mandated reporting requirements and responsibilities will fall. SBCSELPA will assume full responsibility for understanding the mandated reporting requirements set forth by the State of California, as well as the nuances for mandated reporting and confidentiality set forth by the Board of Behavioral Sciences for licensed clinicians, or pre-licensed interns. SBUSD shall bear no responsibility in the training of "Wrap Around Like" staff, nor be responsible for any failures to report abuse governed under the Mandate Reporting Law(s).

- g. Licensing: SBCSELPA shall immediately report to SBUSD upon knowledge of any sanctions, activities, academic preclusions, or any other occurrence or incidence that will preclude "Wrap Around Like" staff from providing services under the license or sanctioning body.
- h. Personnel Files: SBUSD shall be responsible for maintaining personnel files for hiring and payroll for the "Wrap Around Like" staff with respect to the work performed pursuant to this MOU. Upon request SBCSELPA shall provide copies of any records related to the work performed pursuant to this MOU and/or assigned by SBCSELPA to SBUSD, including but not limited to any documentation generated by SBCSELPA in carrying out its management duties outlined above. Upon request, SBUSD shall disclose any and all relevant personnel file information for "Wrap Around Like" staff to SBCSELPA, but only upon receiving written consent from the affected staff member, as outlined or restricted by law.
- 4. <u>Staff Timecard and Absences.</u> SBCSELPA agrees to monitor, verify, and process monthly timecards using the SBUSD time sheet. Timecards shall be forwarded to SBUSD in a timely manner, in accordance with SBUSD's payroll processing deadlines. SBCSELPA agrees to use their absent forms to monitor and paid time off leave.
- 5 <u>Associated Fees.</u> SBCSELPA agrees to reimburse SBUSD for indirect costs associated with annual business services in the amount of \$2,500 per each staff member, at initial hire.
- 6. <u>Billing for Services/Reimbursement.</u> SBUSD shall bill SBCSELPA monthly for the dollar amount for associated fees, salary and related actual employment costs of each staff contracted by SBUSD to provide the related services as described above (hourly wage, statutory benefits, etc. plus the most recent approved annual SBUSD Indirect Cost Rate (ICR) or average ICR of SBCSELPA Member LEAs, whichever is less, applied to the total as employee payroll processing costs). The rate from the 2021-22 Unaudited Actuals will be 5.16%, as approved by CDE, and used for the 2023-24 costs. Payment by SBCSELPA is due to SBUSD within 30 days of the date each bill is sent to SBCSELPA for reimbursement.
- 7. **<u>Record Keeping and Forms.</u>** SBCSELPA agrees to maintain accurate records pertaining to its operation of the program approved under this Agreement and provide to SBUSD additional data that may be required to complete required State of California or other evaluation reports.
- 8. <u>Indemnification.</u> The SBCSELPA agrees, without exception, to indemnify, defend, and hold harmless SBUSD and its Board of Directors, Officers, Administrators, employees, agents, representatives, successors, and assigns (collectively hereinafter "SBUSD personnel") against any and all actions, causes

of action, claims, costs, expenses, penalties, obligations, or liabilities in any form including but not limited to legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against SBUSD and SBUSD personnel (including but not limited to personnel claims (e.g. wrongful termination, discrimination/harassment/retaliation, etc.), wage or payroll claims, due process complaints and/or compliance complaints with the California Department of Education and/or complaints to the Office of Civil Rights) (collectively hereinafter "claims") that may be asserted or claimed by any person, firm, or entity arising out of the actions or omissions or presence of the "Wrap Around Like" staff described in this agreement, the claimed or alleged breach by SBCSELPA of this MOU. Should a claim of any kind be filed against SBUSD by one of the "Wrap Around Like" staff, or any other person, firm, or entity, as described in this paragraph, SBCSELPA will fully defend SBUSD with counsel of SBUSD's choosing and pay for all defense costs, attorneys' fees, and resulting costs of judgment or settlement along with any costs of SBUSD in tendering or enforcing this indemnification provision. This indemnification agreement will survive the termination of this MOU.

- 9. <u>Laws and Venue.</u> This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Santa Barbara, State of California, unless otherwise specifically provided for under California law.
- 10. <u>Third Party Rights</u>. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than SBCSELPA and SBUSD.
- 11. <u>Severability.</u> The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
- 12. **Dispute Resolution.** SBCSELPA and SBUSD agree that the following process will be used to address disputes on the implementation of this MOU only after collaborative efforts have been attempted at the lowest possible level.

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

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that the outside party be contacted to schedule a meeting between the agencies.
- No later than sixty (60) calendar days from the date the mediator is contacted, a resolution plan between the two agencies will be developed.

- The responsible SBCSELPA and SBUSD personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- The costs for this service shall be shared equally between SBCSELPA and SBUSD.
- 13. <u>**Renewal and Termination.**</u> This MOU will automatically renew for additional fiscal year's unless and until:
  - (1) Mutual written agreement of the Parties.

or

(2) A Party notifies the other party prior to July 1 of the fiscal year prior to fiscal year they intend to terminate this MOU (a year and a day notice).

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers in the County of Santa Barbara, California. This MOU is entered into this 5th day of June, 2023 by and between the undersigned parties.

SBCSELPA Representative

SBUSD Representative



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 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 Agreement

## **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.
- The JPA Board approved the service agreement for three participants that were a match and selected our program sights for their doctoral training at the May 1, 2023 board meeting.
- A fourth participant has been matched with Santa Barbara County, Aldous "Dos" Pabon.
- This doctoral candidate will be performing school psychologist services for Carpinteria Unified School District (CUSD).

## FISCAL IMPACT: No fiscal impact.

**RECOMMENDATION:** The JPA Board approves the 23-24 SB-PIC intern services agreement as presented.

RA:lm



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

## SERVICES AGREEMENT

This agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA" and

## CONTRACTOR: Aldous "Dos" Pabon

**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 an average of 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 SBCSELPA with 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 <u>August 1, 2023, through June 30,</u> 2024.

## **B. SERVICES CONTRACTOR AGREES TO PERFORM**

CONTRACTOR agrees to perform the services described below:

<u>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.</u>

## 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:

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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.
- 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 – Aldous "Dos" Pabon	Date	
Dr. Ray Avila, SELPA Executive Director	Date	



May 3, 2023

Dr. Ray Avila Executive Director Santa Barbara County SELPA 5385 Hollister Ave., Suite 107 Santa Barbara, CA 93111

Please carefully review the following terms of the proposed agreement between Crisis Prevention Institute, Inc. ("CPI") (Federal Tax I.D. Wisconsin Corporation 39-2012874) and Santa Barbara County SELPA ("Client"):

## CPI agrees to:

- Conduct one (1) Instructor Certification Program in Nonviolent Crisis Intervention<sup>®</sup> training for Client on August 8-10, 2023. Candidates for Instructor Certification must attend the full duration of training and successfully complete an instructor practicum, competency-based physical testing, and a written examination to receive Instructor Certification.
   Please note: This is a blended training with both Online and classroom learning. All Certified Instructors and Instructor Candidates are required to review the principles, concepts and models of Nonviolent Crisis Intervention<sup>®</sup> by completing online modules of the Nonviolent Crisis Intervention<sup>®</sup> Blended Learning program. After completion, attend required classroom training to apply and review online content and to learn, practice and prepare, then take a written exam to become a Certified Instructor.
- 2.) Provide a CPI Global Professional Instructor to conduct the training.
- 3.) Provide all necessary and applicable teaching materials.
- 4.) Make all travel arrangements and hotel reservations for CPI's Global Professional Instructor, after logistical information is returned to CPI.
- 5.) Market the program to agencies in the geographical area (once the signed contract is returned to CPI and training space and times are provided).
- 6.) Collect registration and tuition fees from all agencies outside of Client.

## Client agrees to:

- 1.) Remit payment within 30 days of billing date for:
  - a. A minimum of four (4) new Instructor Certification candidates at a rate of \$4,249 per person.
  - b. A minimum of thirteen (13) renewal participants at a rate of \$1,549 per person.

Maximum program participation is limited to thirty (30).

**Please note:** In order to maintain program dynamics, there must be at least ten (10) program participants in total, with at least four (4) participants attending the entire duration of the program. If attendance requirement is not met two weeks prior to the training date, CPI may decide to reschedule to a mutually agreed upon future date or cancel at no penalty to either party. If this program is canceled or postponed by Client after travel arrangements have been made Client will be billed for all scheduled program participants from your organization. In addition, Client will be charged a \$4,000 cancelation fee and the cost of GPI travel expenses. The unused seats may be used at a future program within 90 days of original program date. In addition, CPI reserves the right to bill your organization for any additional travel expenses incurred for the program due to the late return of your executed contract. If your organization requires that CPI's Global Professional Instructor be tested for COVID prior to the dates on which training is to take place, your organization will be charged an additional \$50 fee.

CPI will bill for the Services through an invoice. Full payment for invoices issued in any given month must be received by CPI within 30 days after the issuance of the invoice (which may be sent by email). If Customer is paying by credit card, Customer represents and warrants that it has the right to use the credit card provided and grants CPI the right to provide the credit card information, including the credit card number, its expiration date and billing address, to third parties for the purposes of facilitating payment transactions. CPI will charge a 3% surcharge for any credit card payments over \$10,000. Verification of information may be required prior to the acknowledgment or completion of any payment transaction.

- 2.) Ensure each certification candidate from Client's organization completes the online portion of the program prior to classroom instruction. Participants will not be able to attend the program without first completing the online portion.
- 3.) Meet training room requirements:
  - A. Room appropriate for conducting the program (1,800 sq. ft. for up to 25 total participants; 2,000 sq. ft. for greater than 25 participants). A carpeted room is preferred.
  - B. Moveable chairs enough in number for participants, set pod style. The chairs and tables should be set up at the front of the room. The back of the room should be left empty. See enclosed layout.
  - C. Full size flip charts with markers or whiteboard with markers and eraser.
  - D. Head table for Instructor's use.
  - E. Screen and small table with extension cord and power strip for the projector brought by the instructor.
  - F. Refreshments (coffee, soda, and bottled water) for morning and afternoon breaks for attendees.
  - G. Appropriate signage to direct guests to the training room location.

Santa Barbara County SELPA/ Page 3 of 4 May 3, 2023 Training Dates: August 8-10, 2023

- 4.) Provide logistics information, as listed on the last page of this agreement.
- 5.) Provide names and email addresses of each program participant from your organization to CPI at least three (3) weeks prior to program start date.

It is client's responsibility to ensure the appropriate number of staff from your organization participate in this program on the dates and times stated in this agreement. Client is contracting for a minimum number of program participants and will be billed accordingly. CPI provides no substitutions or credits to organizations for staff non-attendance at trainings. If these terms are agreeable, please sign this document. Retain one copy for your file and email (<u>contracts@crisisprevention.com</u>) or fax (414.359.1996) one copy back to us. Digital and electronic signatures are valid signatures for this agreement. It is not necessary for the parties to sign this agreement at the same time. **Please sign and return to CPI by June 2, 2023.** 

Client:			Date:
	(Authorized signature)		
Name:		Title:	
CPI:	Nick Schreiter		Date: <u>5/3/23</u>
	(Authorized signature)		
Name:	Nick Schreiter	Title: Sales	Contract Specialist

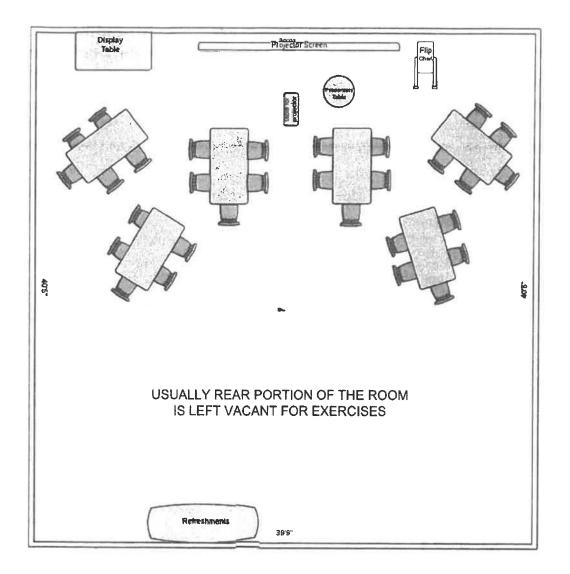
Santa Barbara County SELPA/ Page 4 of 4 May 3, 2023 Training Dates: August 8-10, 2023

## **Logistics Sheet**

<b>Contact Information:</b>	Contact person fo	or communic	cation between CPI and Client:	
Name:	ame:Title/Department:			
Phone:	Cell:	En	nail:	
Requested Training S	Start Time: All Da	ays: a.m.		
Training Site Name:		Rn	n. Name/No.:	
Address:				
City:	Stat	e/Prov.:	Zip/Postal Code:	
Contact Person:		Email:		
Any Additional inform	ation about site (a	accessibility/	/parking/etc.):	
training program. A ro exercises, activities, an	oom smaller than d physical interve	1,800 sq. ft. v ention skills.	ate space is essential for conducting the will not allow for enough practice area for If needed, two smaller adjacent rooms may empty for use as a practice area.	
Ship materials to:				
Name:			artment:	
Company/Facility Add	ress:			
City:	Stat	e/Prov.:	Zip/Postal Code:	

## SAMPLE TRAINING ROOM SETUP

Please use as a Guide



Training room must be a minimum of 1,800 sq. ft. (168 meters) for each day of training.

Advanced Physical Skills require at least 2,000 sq. ft. (186 meters) for each day of training.



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Agreement Between SBCSELPA and Laura Morizio, PhD, NCSP, for Mental Health Research/Services for the 2023-2024 School Year

## **BACKGROUND:**

- SBCSELPA provides support and consultation for the Therapeutic Learning Programs throughout Santa Barbara County. These are referred to as "GROW" classrooms.
- Currently, SBCSELPA utilizes our 2022-23 SBPIC Post-Doc intern, Dr. Barbara Katic, to implement data collection, data analysis, report writing, and presentation of reports for the GROW classrooms that provide direction and feedback for instructional and mental services.
- SBCSELPA has an opportunity to have this level of services for the 2023-24 school year provided from a past SBPIC intern, Dr. Laura Morizio, who is very familiar with the GROW model, classrooms, and staff who support these programs.

**FISCAL IMPACT:** Up to \$16,500 (\$55.00 per hour) for no more than 300 hours total of data collection, analysis, report writing, and on-going consultation.

**RECOMMENDATION:** The JPA Board approves the 2023-2024 services agreement with Laura Morizio, PhD, NCSP as presented.

RA/AL:lm



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

## SERVICES AGREEMENT

This agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA" and

**CONTRACTOR:** Laura Morizio, Licensed Psychologist (Licensed in the State of New York, License #025486.)

Tax ID Number:

Mailing Address: 38 Wayaawi Ave, Bayville, NY 11709

hereinafter referred to as the "CONTRACTOR".

## **RECITALS**

Whereas, the SBCSELPA desires CONTRACTOR to conduct Data collection, data analysis, report writing, and presentation of reports for SBCSELPA's GROW programs across Santa Barbara County for the 2023-2024 school year.

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 July 1, 2023 or the date the agreement is signed, whichever is later.

## **B. SERVICES CONTRACTOR AGREES TO PERFORM**

## **CONTRACTOR** agrees to perform the services described below:

Data collection, data analysis, report writing, and presentation of reports for SBCSELPA's GROW programs across Santa Barbara County for the 2023-2024 school year. Data will be stored on a password-protected platform. Time spent on data collection, data analysis, report writing, and presentations of reports not to exceed 30 days' worth of work or 300 hours total.

- Reports on data to be produced for:
  - Mid-Year SEAM Summary Report (December 2023)
  - End-of-Year SEAM Summary Report (May 2024)
  - End-of-Year Classroom Reports and District Reports (May 2024)

Consultation on data collection methods, data analysis, and reports will occur on a monthly basis with SBCSELPA Mental Health Manager.

## C. COMPENSATION

The SBCSELPA agrees to compensate the CONTRACTOR for services rendered above in the total amount not to exceed 300 hours @ \$55/hour (\$16,500).

5385 Hollister Avenue, Box 107 • Santa Barbara, California 93111 • (805) 683-1424 fax - (805) 967-1960 • selpa@sbceo.org CONTRACTOR shall submit an invoice for services rendered within thirty (30) days of service provision. Upon receipt of an acceptable invoice, payment shall be made in a reasonable period. It shall be the responsibility of the CONTRACTOR to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. In no event shall the SBCSELPA be liable for interest or late payments.

### **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. RESPONSIBILITY FOR EQUIPMENT

The SBCSELPA shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by CONTRACTOR, even though such equipment be furnished, rented or loaned to CONTRACTOR by the SBCSELPA.

### 4. TAXES

Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

### 5. LIABILITY OF SBCSELPA

SBCSELPA's payment obligation under this agreement shall be limited to the payment provided for in Section C ("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.

### 6. 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.

### 7. REMEDIES

If default under Section 6 ("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.

### 8. TERMINATION FOR CONVENIENCE

SBCSELPA may terminate this Agreement without cause or penalty upon fourteen (14) days prior written notice to CONTRACTOR. In such event, CONTRACTOR shall continue to perform services until the termination effective date and CONTRACTOR will be paid for those services satisfactorily performed through such date.

### 9. 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.

### **10. ORIGINALITY OF SERVICES**

CONTRACTOR agrees that any and all material prepared for or submitted to the SBCSELPA, including but not limited to any and all technologies, formulae, procedures, processes, methods, now known or later developed, or any and all writing, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, and/or used in connection with this Agreement, shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by SBCSELPA as a basis for such services.

### **11. USE OF MATERIALS**

CONTRACTOR shall allow SBCSELPA to utilize materials prepared by CONTRACTOR in connection with services performed under this Agreement, after services are performed for the purpose of continuing education. This may include, but is not limited to, posting of all training materials on the SBCSELPA website. CONTRACTOR shall forward all presentation materials to SBCSELPA two weeks prior to training. CONTRACTOR will be responsible for providing all handouts at the time of training if not received two weeks prior to training.

### **12. 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.

### **13. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

### **14. 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.

### **15. 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CONTRACTOR

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 San Luis Obispo County SELPA hereinafter referred to as the "SLOSELPA."

### SBCSELPA will provide SLOSELPA services:

A comprehensive 2-day training will be provided in-person on the GROW model, a Therapeutic Wellness Framework developed by the SBCSELPA and designed to serve students with emotional and behavioral disorders. The training will be provided Dr. Rosy Bucio, BCBA-D (SBCSELPA Behaviorist) and Alison Lindsey, LMFT, PPS (SBCSELPA Mental Health Manager). This 2-day GROW training is scheduled to occur on July 31 and August 1, 2023.

Monthly consultation will be provided virtually 1-hour per month by both Dr. Rosy Bucio and Alison Lindsey. This virtual consultation will be offered via Zoom and will be open to any and all SLOSELPA staff who work in or support a classroom implementing the GROW model.

Hard copies of the 2<sup>nd</sup> Edition of the GROW Manual will be provided at the in-person training (40 total). Additional GROW Manuals will be available for purchase by SLOSELPA LEA's outside of this Services Agreement.

### In Consideration for these services, SLOSELPA will pay SBCSELPA up to:

\$3,500 for Initial 2-day GROW Training (includes Travel Expenses)
\$2,000 for Monthly 1-hour Virtual Consultations at \$200 per month for 10 months
\$1,000 for GROW Manuals (\$25 each for 40 manuals)

Service agreement not to Exceed: \$6,500

Dr. Ray Avila SBCSELPA Executive Director Date

Amber Gallagher () SLOSELPA Executive Director

#### SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION 3350 Education Drive, San Luis Obispo, CA 93405 Telephone (805) 543-7732

Questions regarding this Consultant Agreement? Please contact: Zola Moore-Stansbury 805-782-7302

#### AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of May, 2023, by and between the Superintendent of the San Luis Obispo County Office of Education, San Luis Obispo, California, hereinafter referred to as SELPA/SLOCOE, and the Santa Barbara County Special Education Local Plan Area (SBCSELPA), whose principal place of business is in <u>Santa Barbara, CA</u>, hereinafter referred to as Consultant.

IT IS AGREED THAT:

- I. Consultant will provide the services as set forth in this Agreement and in Exhibit A, which is attached hereto and made a part hereof, in coordination with the County Superintendent or his designee.
- II. This Agreement shall be for a period commencing on the 31<sup>st</sup> day of July, 2023 for the training and professional development services and ending on 1<sup>st</sup> day of August, 2023.
- III. Total compensation under this contract shall not exceed \$6,500.00, and will be subject to availability of program/project funding. Advanced notice of changes in funding, if required, will be provided to Consultant prior to beginning each program/project noted in Exhibit A.
- IV. Upon completion of services to be performed, payments for services and reimbursement for expenses under this Agreement shall be made within 30 days upon receipt of invoice from Consultant. Invoice must be received by Consultant no later than September 4, 2023.
- V. Consultant shall not assign or transfer in any way his or her interest or obligations under this Agreement without the written consent of the Superintendent or his designee. Any assignment is void.
- VI. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
- VII. This Agreement may be terminated by SELPA/SLOCOE with written notification to the Consultant if work performed is unsatisfactory or scope of work cannot be met.
- VIII. In the performance of the services contemplated by this Agreement, Consultant is an independent contractor who will control and direct the method, details and means of performing the services described in Exhibit A. The services completed herein must, however, meet the approval of SELPA/SLOCOE and shall be subject to SELPA's/SLOCOE's general right of inspection and supervision to ensure the satisfactory completion of said services.

Consultant understands and agrees that he and all of his employees and agents are not employees of SELPA/SLOCOE and are not entitled to the rights or benefits to which SELPA/SLOCOE employees are normally entitled, such as unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefits. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions including, but not limited to, unemployment insurance, social security, and income taxes or contributions including, but not limited to, unemployment insurance, social security, and income taxes with respect to Consultant and Consultant's employees and agents. Consultant agrees to indemnify SELPA/SLOCOE for any claims, losses, fees, penalties, interest or damages suffered by SELPA/SLOCOE resulting from the Consultant's failure to comply with this provision.

Consultant shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement, except for that provided by SELPA/SLOCOE.

Consultant agrees to defend, indemnify and hold harmless SELPA/SLOCOE, its directors, officers, employees, and agents from any and all liabilities, claims, demands, costs and damages (including reasonable attorney's fees and litigation costs) arising in any way out of Consultant's negligence or willful misconduct in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by Consultant and/or the Consultant's employees or agents.

- IX. Consultant agrees to notify his/her school employer (if employed by a school district, county superintendent or other school entity) of this Agreement and the dates upon which he/she intends to perform pursuant to this Agreement. Consultant agrees that he/she will not accept any salary, other than leave, compensatory time off or vacation benefits, from his/her school employer while he/she is performing services pursuant to this Agreement.
- X. The Contractor/Consultant named in this Agreement with SELPA/SLOCOE hereby certifies that the Contractor/Consultant has either:
  - a) Received notification from SELPA/SLOCOE that the contracted services do not require any unsupervised access to pupils of SLO County and certifies that an Exemption from Department of Justice Clearance Requirements form <u>is included as an attachment</u> to this contract and is required before this Agreement becomes effective; <u>OR</u>
  - b) The Consultant has provided a notarized affidavit that all employees or representatives working on any school site during the student day or having any unsupervised access to pupils have received a clearance from the Department of Justice for all employees and/or representatives who will have unsupervised access to students as described in Education Code 45125.1. Consultant also certifies that a notarized copy of an Affidavit Certifying Clearance or a copy of the completed Request for Authorization to receive State Summary Criminal History Initials Information-Contract Employer for School Education Code Section 45125.1 form is included as an attachment to this Agreement and is required before this Agreement becomes effective.

- XI. Debarment and Suspension (E.O.s 12549 and 12689) It is understood and agreed that the Consultant is aware of the provisions regarding debarment and suspension, and by signing this Agreement confirm that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from this transaction by any Federal Department or Agency. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- XII. Equal Employment Opportunity It is understood and agreed that this Agreement shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- XIII. This Agreement constitutes the sole and only agreement between SELPA/SLOCOE and Consultant concerning the subject matter herein. Any prior or other agreements or representations between SELPA/SLOCOE and Consultant regarding those matters are null and void unless expressly set forth in this Agreement. No waiver of any term, condition or covenant of this Agreement shall be presumed or implied. Any such waiver must be expressly made in writing by the party waiving the term, condition or covenant. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Consultant	Ē	Date	
Are you an employee and/or substitute of SLOCOE or a	iny s	chool district (ii	ncluding Cuesta
College) within San Luis Obispo County?		YES	NO

Amber Gallagher, SELPA Executive Director	•
San Luis Obispo County SELPA	

Date

Consultant's Mailing Address &	
Telephone:	

Santa Barbara County Special Education Local Plan Area (SBCSELPA)

5385 Hollister Ave, Box 107

Santa Barbara, CA 93111

805-683-1424

selpa@sbceo.org

### FOR SLOCOE USE ONLY

Program Account #:

Directors Approval:

Date:

P.O.#:

### Attachment to Agreement for Consultant's Services

### Exhibit A

- **Consultant Services Type**: GROW Training and Professional Development Consultations
- **Consultant Name**: Santa Barbara County Special Education Local Plan Area (SBCSELPA) staff: Dr. Rosy Bucio & Alison Lindsey, LMFT
- Billing Address and Phone: 5385 Hollister Avenue, Box 107 Santa Barbara, CA 93111 (805) 683-1424
- Location of Services: One (1) comprehensive 2-day training will be provided in-person. Ten (10) monthly consultations will be provided virtually 1-hour per month by each of the two staff persons named above.
- Date and Time of Presentation:
  - The 2-day GROW training is scheduled to occur on July 31, 2023 and August 1, 2023.
  - The schedule for the monthly consultations are TBD.

### • Description of Services:

Professional development trainings on the GROW model, a Therapeutic Wellness Framework developed by the SBCSELPA and designed to serve students with emotional and behavioral disorders.

- **Participants**: Any and all SLOSELPA staff who work in or support a classroom implementing the GROW model.
- Services Fee:
  - o \$3,500 for Initial 2-day GROW Training (includes Travel Expenses)
  - \$2,000 for Monthly 1-hour Virtual Consultations at \$200 per month for 10 months throughout the 2023-24 school year.

### • Additional Fees:

- \$1,000 for Hard copies of the 2nd Edition of the GROW Manual (\$25 each for 40 manuals), provided at the in-person training.
- Total Not to Exceed: \$6,500.00



### EXEMPTION FROM DEPARTMENT OF JUSTICE CLEARANCE REQUIREMENTS

After review of the scope of the attached agreement, the San Luis Obispo County Office of Education (SLOCOE) and the Contractor/Consultant named in the attached contract do certify by their signatures below that the Contractor/Consultant or any employees or representatives will have no reason under the parameters of the scope of the work to have any unsupervised access to any student(s) at a school site within San Luis Obispo County.

Both parties understand that any exception to this Exemption must be immediately reported to the Chief Human Resources Officer as identified on this form and will require clearance by the Department of Justice for any and all employees or representatives of the Contractor/Consultant. Both parties further understand that failure to disclose a change in the student access under this contract will be grounds for cancellation.

SLOCOE Project Manager/Supervisor (certifying that the above conditions are being met):

Print/Type Name	Signature		Date
Consultant:			
Print/Type Name	Signature		Date
Consultant Tax Identification Number			
Assistant Superintendent:			
Assistant Superintendent Signature		Date	



DATE: May 24, 2023

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

### SUBJECT: 1099 INFORMATION REPORTING

Federal Income Tax law requires our school district to have your taxpayer identification number (TIN) on file. Under Federal regulation 1604.1, you are required to provide us with the information on the W-9 form, enclosed in this letter. If you fail to furnish this information, you may be subject to a \$50 penalty imposed by the IRS, and all payments made to your company will be subject to a 31% back-up withholding. In order to complete form 1099 properly, we must have your Taxpayer Identification Number (TIN). If you do business as an INDIVIDUAL or SOLE PROPRIETOR, your TIN number is your social security number; if not, then the TIN number needed is your Federal Employer Identification Number.

We will not have to file a Form 1099 if you are a CORPORATION, a TAX-EXEMPT ORGANIZATION, a GOVERNMENT AGENCY or OTHER EXEMPT EMPLOYEE PAYEE. However, the law requires that you provide us with your TIN number. Please check the area below that is applicable to you. Complete Form W-9 (enclosed), providing your correct nine-digit TIN.

**Please return this form and the W-9 form with your signed contract.** If you have any questions regarding these documents, please contact our business office at (805) 782-7238.

INDIVIDUAL (see below)	
SOLE PROPRIETOR (see below)	<b>CORPORATION</b> —Providing health care/medical services
PARTNERSHIP	<b>CORPORATION</b> —Providing legal services
ESTATE	TAX EXEMPT ORGANIZATION
TRUST	GOVERNMENT/GOVERNMENT AGENCY
OTHER	

If INDIVIDUAL or SOLE PROPRIETOR, please provide your social security number for state reporting requirements.

• 3350 EDUCATION DRIVE • SAN LUIS OBISPO, CA 93405 • 805.543.7732 • FAX 805.541.2605



### Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

### **BACKGROUND:**

- Deborah Umansky has been employed by the SBCSELPA as a Mental Health Specialist Clinical Psychologist Supervisor since August 2016.
- Ms. Umansky has made satisfactory progress and is appreciated for her collaborative efforts.
- SBCSELPA has entered into another annual agreement with UCSB to provide clinical supervision for the doctoral level clinical/school psychologist interns and post doc candidates hired by member LEAs/districts to provide school psychology/mental health services.
- It is required that this supervisor be a fully licensed, doctorate level clinical psychologist within the State of California. Dr. Umansky will supervise four (4) Ph. D. level interns for the 2023-24 academic year that will require a .25 FTE for the work accomplished.
- > This position is a continued line item of the SBCSELPA Mental Health Budget.
- It is recommended that the contract for Deborah Umansky as a SBCSELPA Mental Health Specialist Clinical Psychologist Supervisor be renewed for the 2023-2024 school year.

**FISCAL IMPACT:** <u>SBCSELPA Federal Mental Health dollars will fund this employee's salary</u> of \$26,597.00, plus a Ph. D stipend of \$1,250.50, for a total of \$27,847.50.

**RECOMMENDATION:** The JPA Board approve the revised employment contract renewal for Deborah Umansky as SBCSELPA Mental Health Specialist Clinical Psychologist Supervisor 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: Deborah Umansky	Date: June 5,	2023
Job Title: Clinical Psychologist Supervi	sor Contract Year	/Term of Employment: 2023-24
% of Contract: <u>25%</u> Beg	ginning: July 1, 20	023 Ending: June 30, 2024
Salary Schedule Placement: <u>Step 9 + Ph</u>	D Stipend	Number of Days: <u>48.75</u>
Eligibility for Health Benefits: No	Applicable Ec	lucation Code Classification: <u>44903.7</u>
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 under contracts that are subject to cancellation or reduction based on member LEA/district needs; and are therefore, subject to the limitations of Education Code §1294.5, and/or 44909, 44910, and 44911. Non-permanent employees serve on annual contracts and may be non-reelected at the end of that contract without regard to the layoff provisions of Education Code § 44955 or 44949. However, your service is also subject to Education Code §44903.7 which may provide you options for continued employment for member districts of the JPA for the SBCSELPA.

The above salary schedule placement is subject to upward or downward revision if official transcripts and verified experience do not agree with the unofficial information supplied with your application materials. As a condition of employment, all transcripts must be filed within one month of acceptance of employment unless later filing is approved by the administrative offices of the SBCSELPA in writing.

#### DUTIES:

The SELPA Clinical Psychologist Supervisor shall report directly to the SBCSELPA Executive Director. The duties of the SELPA Clinical Psychologist Supervisor may include but are not limited to providing clinical supervision to member SBCSELPA or member LEA/District interns/trainees, providing mental health related training and consultation to member LEAs/districts.

### ANNUAL SERVICE:

The SELPA Clinical Psychologist Supervisor shall be required to render the equivalent of fortyeight point seven five days (<u>48.75</u>) of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

### SALARY:

The base salary for the term of this Agreement shall be twenty-six thousand five hundred ninetyseven dollars (\$26,597.00) payable in 12 equal installments as provided by the legal statutes of the State of California. The base salary for this position shall also include payment of one thousand two hundred fifty dollars and no cents (\$1,250.50 for a Ph.D. stipend).

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

### FRINGE BENEFITS:

The SELPA Clinical Psychologist Supervisor will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

### **OPTIONS FOR CONTRACT EXTENSION**

The parties hereto reserve the right to extend and/or modify this Contract in such a manner as may be mutually agreed upon by both parties for future years.

#### **RENEWAL**:

This is a one-year limited term Intern contract that expires on June 30, 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 Clinical Psychologist Supervisor for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Clinical Psychologist Supervisor is not to be renewed upon its expiration, the SELPA Clinical Psychologist Supervisor 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 Clinical Psychologist Supervisor for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

Employee – Deborah Umansky

Date

**REF:VII-A** 

SBCSELPA PROFESSIONAL DEVELOPMENT 2022-2023 <u>AND</u> 2023-2024

Jennifer Connolly SBCSELPA Coordinator June 5, 2023

## 2022-2023 A YEAR IN REVIEW

### Professional Development provided by SBCSELPA to LEAS:

- 'Mini' district requested short trainings (1-2 hours, in person and virtual).
- Larger trainings for all county (half and full days)
- Multi-day trainings.
- Combinations of Virtual, In Person trainings, Watch Parties of recorded events.
- 'Hybrid' In Person and Virtual.
- Most trainings were recorded.

### ALL trainings were FREE!

2022-2023 Professional Development Offerings Booklet

## **NETWORK MEETINGS**

- Special Education Leadership
- School Psychologists
- Speech and Language Therapists
- Medically Fragile Students Network
- Occupational Therapists
- DHH Network
- Vision Network
- ADR Cadre
- SIRAS Forms Committee

### PENT Team

- Adapted P.E.
- Transition Network Team
- Specific Learning Disability Manual Team
- Nurses
- Interpreter/Translator Network
- Transition Collaboratives North and South County

## 2022-2023 TOTALS FOR TRAININGS

## 69 'Mini' Trainings

## 103 'County-wide' Trainings

## <u>**76**</u> Network Meetings

2,464 Participants attended SBCSELPA Trainings

*STATISTICS'* FROM 2022-2023 PROFESSIONAL DEVELOPMENT EVALUATIONS

### **194 Participant Evaluations revealed:**

- <u>98.96%</u> will use the information presented from all trainings.
- Overall rating of all SELPA trainings by participants <u>4.66%</u> out of <u>5 %.</u>

2022-2023 Professional Development Participation Charts from 'Training Check' Evaluation Program

## PROFESSIONAL DEVELOPMENT 2023-2024 ONE-YEAR-PLAN

## 2023-2024 ONE-YEAR- PLAN

### Professional Development Plan developed from:

CDE Performance/ Compliance Improvement Monitoring (CIM)

Differentiated Assistance (SBCEO)

Feedback from Special Education Administrators, Staff, Parents, Agencies

SBCSELPA Community Advisory Committee (CAC)

SBCSELPA Survey/ Evaluation data

LCAP Targets

Ongoing High Priority Focus Areas

Format/Styles of Trainings/ Locations for Events (Virtual, In Person, Hybrid)

### SBCSELPA Professional Development One-Year-Plan Attachment

## PROFESSIONAL DEVELOPMENT 'PROJECTIONS' FOR TRAININGS

In Person, Virtual, Hybrid of In Person and Virtual.

Virtual, Recorded and posted on SBCSELPA Website under 'District Access.

2023-2024 Professional Development Offerings Booklet coming soon.

### **General Topics:**

- NCPI
- Specialist Network Meetings/Trainings (including Instructional Assistants, CALPADS/MIS Clerks)
- Legal Presentations
- Reading
- SIRAS
- Post-secondary Transition
- Diagnostic Center of Los Angeles
- Bridge Authorization for CTC
- English Learners with Disabilities
- Alternative to Dispute Resolution (ADR)
- Parent Events
- Behavior / GROW
- Assistive Technology/ Augmentative Alternative Communication (AT/AAC)
- Staff Mental Health and Wellness

Professional Development Projections for 2023-2024

# **QUESTIONS?**

THANK YOU FOR THIS OPPORTUNITY TO SERVE SANTA BARBARA COUNTY!



### SBCSELPA Professional Development One-Year-Plan for 2023-2024

### I. SBCSELPA Professional Development Vision

SBCSELPA provides oversight, guidance, training, and support to member local education agencies (LEAs), parents/guardians and the community related to identifying and providing compliant, best practice Individualized Education Plan (IEP) services to students with disabilities. The following sections provide an overview of the process SBCSELPA considers in determining the professional development to be provided to SBCSELPA LEAS and a projected one-year timeline.

### II. Annual Professional Development Needs Assessment Based on the CDE 2023 Performance and/or Compliance Improvement Monitoring (CIM) determination for SBCSELPA LEAs and various other forms of feedback from 2022-2023.

- **Targeted Level 1:** Performance Elements: Late IEPs/Initials Assessments and No Improvement (**1 LEA**)
- **Targeted Level 2:** Performance Elements: Late IEPs/Initials Assessments and No Improvement (**3 LEAs**)
- Targeted Level 2: Disproportionality: Any Late IEPs/Initials Assessments (1 LEA)
- **Targeted Level 3:** Disproportionality: Late IEPs/Initials Assessments and No Improvement (**1 LEA**)
- Targeted Level 3: School Age: Late IEPs/Initials Assessments and No Improvement (1 LEA)

LEA completes the policies, practices, and procedures review with CIM Team and develops a plan for improvement.

• Intensive Level 1: School Age: Late IEPs/ Initial Assessments or No Improvement (1 LEA)

LEA completes the policies, practices, and procedures review with CIM Team and develops a plan for improvement.

• Intensive Level 3 for Significant Disproportionality: Late IEPs/ Initial Assessments or No Improvement (2 LEAs)

LEA takes mandatory actions, including 15% of IDEA funds to provide CCEIS. The LEA develops a CCEIS plan and is to monitor this plan through the year.



### Additional Information and Feedback

- Special Education Administrator (SEAM) Input
- Differentiated Assistance (SBCEO)
- General survey of special education staff, parents, administrators, and other past workshop participants
- Community Advisory Committee (CAC) input
- Member district/LEA SELPA Director complaint findings, CDE complaint findings, and due process hearing data
- Guidance letters from the federal Office of Special Education Programs (OSEP); Office of Civil Rights (OCR) and OELA (EL) Division

## III. SBCSELPA Professional Development Targeted Areas to be provided in 2023-2024. Highest Priority Target Areas based on CDE Compliance Improvement Monitoring (CIM) as well as LCAP target goal areas.

- Promotion and graduation of students with disabilities- transition planning
- Improving achievement in ELA and Math for students with disabilities
- Improving participation rate in ELA and Math for students with disabilities
- Improving outcomes for English learners with disabilities- improving reclassification rates
- Addressing suspension and expulsion of students with disabilitiesintervention; mental health
- Serving students with IEPs in the Least Restrictive Environment (LRE)
- Parent Training and collaboration for students with disabilities
- Compliant legal best practices in Special Education; IEP best practices- timelines.
- Post-secondary employment or education

### **Other Ongoing High Priority Focus Areas**

- Interpretation and translation of IEPs
- Postsecondary Individual Transition Plans
- Nonviolent Crisis Prevention Intervention (NCPI)
- Behavior Intervention Plan (BIP)
- Behavior Emergency Reports (BER) through NCPI
- Growth Mindset, Resilience, Other-Centered, Work Ethic (GROW) trainings for all staff for the Therapeutic Learning Programs.
- Mental Health/ Behavior Therapeutic best practices- resiliency and trauma awareness in youth and for staff
- Legal Hot Topics in Special Education



- Evidence Based Practices in working with students with Autism (CAPTAIN)
- Assistive Technology and Augmentative Alternative Communication (AT/AAC) training
- Alternative to Dispute Resolution (CDE ADR grant)
- Administrators training series in Special Education.
- SIRAS/CALPADS, introduction to SIRAS trainings
- Eligibility and Reclassification of English Language Leaners in Special Education
- Behavior Trainings for NPA Certification and Paraprofessionals
- Parent Education Trainings
- Agency Network training
- Related Services trainings for DHH, APE, School Psychologists, OTs, SLPs, Nurses, Vision, Interpreters, Medically Fragile Teachers, Special Education Leadership
- Patterns of Strengths and Weaknesses
- Reading Intervention trainings
- Math Intervention trainings
- Dyslexia trainings
- English Learners with Disabilities
- Inclusion
- Instructional Assistant Trainings
- Network Meetings for Special Education Related Services
- Staff Mental Wellness
- Bridge Authorizations

### **IV: Format/Types/Locations of Professional Development Offered by SBCSELPA**

- Professional forums 'Network Meetings' for various professional's bimonthly to include School Psychologists, Speech and Language Specialists, Deaf and Hard of Hearing (D/HH), Interpreters, Occupational Therapists, Adapted P.E. Specialists, Nurses, Vision, Special Education Leadership, ADR Cadre Team, Transition Network Team (TNT) SIRAS Forms Committee, Supporting Students who are Medically Fragile, CALPADS/MIS Network.
- Trainings offered in South County, North County, and Mid County locations and via Zoom Conferencing.
- Sending staff to outside Training of Trainer Professional Development (PENT, CAPTAIN, ADR CADRE)
- Collaboration with the Diagnostic Center, Southern California to provide professional development within the SBCSELPA to Special Education specialists such as Speech, D/HH, Mental Health, Autism, Behavior, EL, etc.



- SBCSELPA team to provide 'district focused' trainings in the form of 'mini trainings' throughout the year upon request. Trainings could be requested as 'in person' or via Zoom conferencing.
- Hybrid option of In Person, Live Zoom, Recorded trainings offered. Recorded trainings archived on SBCSELPA website.
- Resources provided to all staff and parents on the SBCSELPA website.

### Professional Development 2023-2024

### Projections by Month

### In Person, Virtual, Hybrid In Person and Virtual

### (Recorded, posted on SBCSELPA Website)

Projected "Virtual, In Person, Hybrid, Recorded," Month by Month for Events	Trainings
In Person	
Monthly: August through May "In Person" North and South County	
	Nonviolent Crisis Prevention Intervention
	**Initial and Refresher classes taught in <u>one</u> day in South County at SBCSELPA Conference Room and North County at SMB Souza Center, in person. <u>Contact:</u> Alison Lindsay <u>alindsay@sbcselpa.org</u>
October "In Person" For all Santa Barbara County	
	Transition Fairs
	Transition Agency Fairs with vendors from Santa Barbara County.
May 'In Person" For all Santa Barbara County	
	Nurses Symposium
	Countywide Nurses Symposium Multiple topics
Virtual, Not Recorded	
Monthly: August through May For all Santa Barbara County "Virtual" Not Recorded	

	<u>Network Meetings</u>
	<ul> <li>School Psychologists</li> <li>Speech and Language Therapists</li> <li>Occupational Therapy</li> <li>Adapted P.E.</li> <li>Nurses</li> <li>Deaf and Hard of Hearing Specialists</li> <li>Vision</li> <li>Interpreters/Translators</li> <li>Supporting students who are Medically Fragile</li> <li>Special Education Leadership Meetings</li> <li>ADR Cadre Team</li> <li>Transition Network Team (TNT)</li> <li>SIRAS Forms Committee</li> <li>Specific Learning Disability Committee</li> <li>CALPADS/MIS Network</li> <li>SBCSELPA Network meetings monthly or bimonthly 30–60-minute meetings.</li> <li>Topics determined by LEA sign up. Padlet created for each network of resources.</li> </ul>
	Bridge Authorizations *Offered virtually throughout the year to fulfill authorization of new credentialing for CTC.
October through May "Virtual, Not Recorded"	
	Patterns of Strengths and Weaknesses
	PSW workgroup to review SLD Manual including PSW model.
	Work group to revise process with support of Diagnostic Center of Los Angeles.
	Considerations for speakers: Jenny Ponzuric Dr. Samuel Ortiz
	Training to include new manual.

	<u>Behavior Trainings</u> Events presented by Dr. Rosy Bucio to support NPA/S Certification of Behavior. Participants receive certificate of attendance. Events not recorded.
Virtual Recorded	
Monthly: August through May "Virtual, Recorded"	
	<ul> <li><u>SIRAS Trainings</u></li> <li>Beginners SIRAS Training: Two in August, Two in September, by LEA request.</li> <li>SIRAS Summer Updates: August</li> <li>CALPADS/MIS Updates: August, January, May.</li> <li>SIRAS Prepare for State Testing/ Transition Meetings</li> <li>SIRAS Office Hours: August, September, October- drop in Zoom.</li> </ul>
November and April (Fall, Spring) "Virtual, Recorded"	
	Legal Training with Jan Tomsky Possible Topics: Assessment Alternative Diploma Special Education Hot Topics Legal Report writing Best practices for IEPs

November, February, April "Virtual, Recorded."	
	English Learners with Disabilities
	In Partnership with Imperial SELPA and MICOP of Santa Barbara County Topics to include:

	Assessment Tier Supports Reclassification ELPAC, Alternative ELPAC Working with Families through the IEP Process
Virtual <u>or</u> In Person	
Monthly: August through May "Virtual or In Person" 'Mini' Event per district request	
	Instructional Assistant/Paraprofessional Training Three topics: Introduction to Special Education Supporting Students Unique Behavior Staff Mental Health and Wellness *To schedule the series, LEAs contact Jennifer Connolly jconnolly@sbcselpa.org with dates, time, location for events.
Hybrid, In Person and Virtual September through May "Hybrid, In Person and Virtual" For all Santa Barbara County	
	Assistive Technology
	AT: Monthly, in North and South County, full day events.
	AAC: Fall Monthly, in North and South County, full day events.
October through March "Hybrid, In Person or Virtual" For all Santa Barbara County	
	Reading Trainings
	Dyslexia Training Institute CA Dyslexia Initiative Trainings Dr. Feifer, Dyslexia Screener
	Diagnostic Center of Southern California
	Events pre-recorded by DCSC and watched in a live Zoom.

	<u>Alternative to Dispute Resolution Events</u>
	Guest speaker to be determined. Considerations Greg Abel, Sound Options Group Stephanie Blondell Parent Events
	PENT: FBA/BIP Essential 10 for Writing a BIP
	SBCSELPA PENT Team presents steps for writing an FBA/BIP.
October "Hybrid, In Person and Virtual" For all Santa Barbara County	
	Trauma Informed Schools
	Dr. Feifer presents Trauma Informed Education for Schools.
November, February, March "Hybrid, In Person and Virtual" For all Transition Age Staff	
	Transition Series
	Transition Planning: The Spirit of Transition
	Transition Assessments
	Writing Post-secondary Individual Transition Plans and Goal Writing Getting ready for Transition to Adult Programming
October through May	
For all Santa Barbara County	
Location to be determined	
	Parent Events
	One hour Parent Presentation in partnership with Alpha Resource Center

### Additional Requests from Santa Barbara County Survey

### Possible future topics:

### Assessment:

- ED Assessment
- Multidisciplinary reports

### <u>Autism:</u>

- Autism supports/visual tools to help understanding.
- EBPs for autism
- ADOS

### Reading: (Program considerations)

- Lindamood Bell
- Orton Gillingham
- Project Read
- Comprehension
- Dyslexia Training Institute (several requests)

### <u>Behavior:</u>

- Behavior
- Mental Health
- Parent training tips or offering of parent training on behavior support
- Social story process and development through to the finished materials
- Behavior supports for preschool.
- Supporting students with Emotional Disturbance

### <u>General:</u>

- Inclusion
- IEP Writing
- Reclassification through the IEP Process
- Executive Functioning Interventions
- Speech disorders
- ADR for Site Administrators
- Stress Management
- Universal Design for Learning
- Adapted Math Program

### CEUs for NASP and SLPs



### Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2023-2024 SBCSELPA Proposed Adopted Budget

### **BACKGROUND:**

The proposed adopted budget for 2023-2024 includes the following information based upon consultation with School Services of California, Inc. (SSC), Coalition for Adequate Funding for Special Education (CAFSE), and the State SELPA Association:

- ► <u>REVENUES</u>:
  - AB602 Revenue includes 8.22% COLA in 23-24, 3.54% in 24-25, 3.31% in 25-26. AB602. Allocation to SELPA increased to fund Mental Health Expenditures, then reduced to meet Governor's May Revise proposal trailer bill language labeled "SELPA Administrative Fee Cap".
  - Other Revenues: Federal Revenue remains flat. BCBA revenue adjusted proportionate to time contracted out.
  - Fund 10 pass-through accounts reflect anticipated changes to State Revenue, One-Time grant funding for American Rescue Plan excluded.

### > <u>EXPENDITURES:</u>

- <u>Salaries</u> reflect Step and Column adjustments. No salary increases. Reduction for 1 BCBA Position eliminated.
- <u>Mental Health</u> SBCSELPA continues to provide services: NPS/RTC case management and residential placements, WRAP around social work IEP services, and ongoing support to GROW programs and LEAs. Two WRAP team positions added to meet increased need: 1 Facilitator and 1 Youth Support Specialist. Non-Public School Pool reduced to \$1.65 million to accommodate increased WRAP services and maintain within proposed "SELPA Administrative Fee Cap".
- <u>Deficit Budget</u> The proposed 2023-2024 is deficit spending due to the Governor's proposed "SELPA Administrative Fee Cap". 2022-2023 Ending Fund Balance is proposed to be used for this deficit, resulting in a 2023-2024 undesignated ending balance of \$218,101.

RECOMMENDATION: The JPA Board approve the SBCSELPA 2023-2024 Proposed Adopted Budget as presented. RA:rw

# 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	Adopted	Change				
			Budget	Budget	from Prior	Explanations and Notes			
Beginniı	ng Balance		3,409,294	2,759,402		Distribution of Ending Fund Balances.			
Revenue	e:				-				
Fund 01	Federal Revenue	8100-8299	33,360	29,955	(3,405)	Change in Federal Grant Awards (PreK and AD	PR)		
	State Revenue	8300-8599	5,105,994	5,383,074	277,080	Increase includes	Mental Health (MH) NPS	\$	1,050,000
	Local Revenue	8600-8799	528,745	351,740	(177,005)	Reduction of 1 BCBA (\$142k) & Captain	MH WRAP; MH Specialist & 5.5%	¢	406 227
	s/tot	al Revenue Fund 01	5,668,099	5,764,769	96,670	(\$25k) and Misc services	Salary Increases; Add 2 staff	\$	496,337
					-		AB602 COLAs	\$	128,847
Fund 10	Federal Revenue	8100-8299	13,670,137	13,913,183	243,046		Out of Home Care	\$	481,500
	State Revenue	8300-8599	36,498,101	35,863,321	(634,780)		СРІ	\$	25,000
	Local Revenue	8600-8799		-	-		1x ADR	\$	(124,230)
		al Revenue Fund 10	50,168,238	49,776,504	(391,734)		Admin CAP Reduction	\$	(1,697,077)
					-		MISC (Low Incidence)	\$	(83,297)
Expendi	tures:				-		Total	\$	277,080
• Fund 01	Certificated	1000-1999	357,889	377,329	19,440	Additional 5.5% salary increase on 21-22			
	Classified	2000-2999	764,928	761,431		Additional 5.5% salary increase on 21-22; Less	1 FTE BCBA		
	Benefits	3000-3999	389,470	413,617		Additional 5.5% salary & H&W Benefit Change			
	Books & Supplies	4000-4999	198,710	198,910	200	, , ,			
	Services & Other	5000-5999	2,122,483	3,357,491	1,235,008	Increase for NPS Placements & Wrap Team			
	Capital outlay	6000-6999	-	-	-				
	Other Outgo	7000-7399	1,774,674	2,191,164	416,490	Increase for O	Out of Home Care	\$	481,500
	s/total Ex	penditures Fund 01	5,608,154	7,299,942	1,691,788	l	ess reduced Low Incidence	\$	(84,576)
	·				-	·	ncreased Staff Development	\$	19,605
Fund 10	Transfer for Fed & S	tate Expenditures	50,168,238	49,776,504	(391,734)	-	•	Ś	416,530
			,,	-, -,	-				-,
Ending B	alance June 30		3,624,265	1,224,230	(2,400,035)				
Reserves			_,_ ,	, ,	( ) ) )	1			
SELPA De	esignated Legal Reserve		325,000	325,000	-	Refresh reserves that may have been used	d during 22-23		
MTU Site	Improvement Fund Res	serve	250,000	250,000	-				
Regional	Deferred Maintanence	reserve	50,000	50,000	-				
SIPE Reba	ate		35,246	35,246	-				
MAA Res	erve		20,882	45,883	25,001				
Set aside	for Economic Continge	ncies	150,000	150,000	-				
Ending Fi	und Balance Reserve			150,000	150,000				
Professio	nal Development Carry	over		19,449					
		s/total Designated	831,128	1,025,578	175,001	At 22-23 Unaudited Actuals, Ending Fund			
						designated by JPA Board. Recommended t	to carryover funds to adjust for 23	3.	
		Unassigned	2,793,137	198,652		24 SELPA Admin Fee Cap.		-	

			·		-	Juger With	i wull-rea						
				FY 2	1-22			FY 22	-23			FY 23-24	
			Adopted	First	Second	Unaudited	Adopted	First	Second	Estimated	Adopted	Multi-Year	Projection
			Budget	Interim	Interim	Actuals	Budget "B"	Interim	Interim	Actuals	Budget	24-25	25-26
Beginniı	ng 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	2,759,402	1,224,230	1,152,116
Revenue	e:												
Fund 01	Federal Revenue		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	6,838,390	5,383,074	7,147,370	7,257,241
	Local Revenue	8600-8799	3,948,143	527,466	632,101	641,599	528,745	420,253	572,072	593,337	351,740	351,740	351,740
		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	8,233,572	5,764,769	7,529,065	7,638,936
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	23,961,779	13,913,183	13,913,183	13,913,183
Tunu 10	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	41,190,248	35,863,321	35,863,321	35,863,321
	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	65,152,027	49,776,504	49,776,504	49,776,504
Expendi	tures:												
	Certificated	1000-1999	344,058	354,352	354,352	354,353	357,889	357,889	377,328	377,328	377,329	377,329	377,329
	Classified	2000-2999	737,539	806,599	776,663	781,346	764,928	822,035	866,278	866,287	761,431	766,701	772,032
	Benefits	3000-3999	372,194	375,012	394,133	398,018	389,470	428,080	433,312	432,647	413,617	416,694	412,876
	Books & Supplies		190,353	228,771	228,771	39,351	198,710	198,710	208,246	203,270	198,910	199,816	200,608
	Services & Other		3,403,360	4,167,122	4,259,460	1,798,215	2,122,483	4,103,763	3,998,246	2,623,522	3,357,491	3,649,475	3,714,273
	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	2,191,164	2,191,164	2,191,164
	s/to	otal Expenditures Fund 01	6,735,797	10,575,911	10,881,291	7,067,091	5,608,154	10,209,552	10,298,913	9,961,415	7,299,942	7,601,179	7,668,282
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	65,152,027	49,776,504	49,776,504	49,776,504
Ending B	alance June 30		2,885,844	1,047,997	967,241	4,091,908	3,469,239	813,195	1,512,549	2,759,402	1,224,230	1,152,116	1,122,770
Designat	ed from Fund Bala												
	Board Approved												
	-	ted Legal Reserve	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000
	•	ement Fund Reserve ed Maintanence reserve	250,000 50,000	250,000 50,000	250,000 50,000	250,000 75,000	250,000 50,000	250,000	250,000	250,000 50,000	250,000 50,000	250,000 50,000	250,000 50,000
	MAA Reserve	ed Maintanence reserve	50,000	50,000	50,000	75,000	20,882	31,619	41,719	55,383	45,883	36,383	26,883
	SIPE Rebate		37,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246	35,246
		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 Re	•		100,000	100,000	,		,	,	150,000	150,000	150,000	150,000
	MH EFB Reserv	e		100,000	100,000								
						21-22 EFB Boa	rd Approved						
						increases 22-23	First Interim:						
	Low Incidence C	arryover				227,372							
	MAA Carryover					41,119							
	LEA Legal fees o	carryover				99,672							
	LEA Legal fees	aff Development Carryover				300,000 31,449				30499	19449	8449	
	SELPA-Wide Sta SIRAS carryovei					31,449				30499	19449	8449	
	Non-MH EFB to					723,666							
	MH EFB carryov					1,652,020							
	•	reduce costs in 21-22	23,219	-		3,677							
	•	Dispute Resolution	, -			177,686							
	total designated		791,113	1,010,246	1,010,246	4,091,908	831,128	796,865	951,965	1,046,128	1,025,578	1,005,078	987,129
	Unassigned		2,094,731	37,751	(43,005)	0	2,638,111	16,330	560,584	1,713,274	198,652	147,038	135,641

### Santa Barbara County SELPA

# 2023-24 Adopted Budget With Multi-Year Projection

# Multi-Year Projections Assumptions 2023-24 Adopted Budget

		Γ	Change from pr	rior year
REVENUE Fund 01		-	\$ 24-25	\$ 25-26
8100-8299	Kept Federal funding flat		0	0
8300-8599	AB602 Funding AB602 Off-the-Top SEI AB602 Off-the-Top SELPA COLA Increase for removal of 2023-2024 SELPA Administrative Fee Cap	State COLA	<b>3.94%</b> 58,597 1,697,077	<b>3.29%</b> 50,858 0
	AB602 change every two years to pay for CPI with off the top AB602 fund Mental Health Increase for SELPA Staff & WRAP	is	(25,000) 33,621 1,764,296	25,000 34,013 109,871
8699	Kept Local Funding flat			
		-	0	0
		s/total Local Revenue	0	0
EXPENSES		Fund 01 Total	1,764,296	109,871
Fund 01 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 cost	S	3,077	-3,818
4xxx's	Increase for cost of supplies California Consumer Price Index (CA CPI) for 24-25 3.02% for 25-26 2.64%		906	792
5xxx's	Added CA CPI increase in applicable expenses for both yearsProf DevCPI Expenses change every other yearRestore NPS Pool Budget (removal of SELPA Admin CAP)WRAP Staff Step & Column - no vacancies		12,544 0 250,000 29,439	11,297 25,000 0 28,502
		s/total 5xxx	291,983	64,798
6xxx's	Capital		0	0
7xxx's	Transfers to districts		-	-
		s/total	0	- 0
		5, 10101	0	0

#### Budget, July 1 FINANCIAL REPORTS 2023-24 Budget Joint Powers Agency Certificatior

42 40378 0000000 Form CB E8BMU7RSNS(2023-24)

	John Fowers Ag	gency certificati		
ANNUAL BUDGET REPORT:				
July 1, 2023 Budget Adoption				
•	using the state-adopted Criteria and Standards uant to Education Code sections 33129, 41023		l adopted subsequent to a public hearing by the	
Budget av ailable for inspect	ion at:	Public Hearing:		
Place:	Santa Barbara County SELPA 5385 Hollister Ave., Building 7 Santa Barbara, CA 93111	Place:	Jonata Middle School Library 301 2nd St, Buellton, CA 93427	
Date:	5-31-23	- Date:	6-5-23	
		— Time:	9:00 am	
Adoption Date:	6-5-23			
Signed:				
	Clerk/Secretary of the JPA Governing Board			
	(Original signature required)			
Contact person for additiona	al information on the budget reports:			
Name:	Rachel Wigle	Telephone:	805-683-1424 x124	

### Criteria and Standards Review Summary

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

CRITERI	A AND STANDARDS		Met	Not Met
1	Average Daily Attendance	This criterion is not checked for JPAs.	n/a	n/a
2	Enrollment	This criterion is not checked for JPAs.	n/a	n/a
3	ADA to Enrollment	This criterion is not checked for JPAs.	n/a	n/a
4	Local Control Funding Formula (LCFF) Revenue	This criterion is not checked for JPAs.	n/a	n/a
CRITERI	A AND STANDARDS (continued)		Met	Not Met
5	Salaries and Benefits	Projected ratios of total salaries and benefits to total general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	x	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		x
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		x
7	Ongoing and Major Maintenance Account	This criterion is not checked for JPAs.	n/a	n/a
8	Deficit Spending	Deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		x
9	Fund Balance	General fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	x	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.		x
	MENTAL INFORMATION		No	Yes

#### Budget, July 1 FINANCIAL REPORTS 2023-24 Budget Joint Powers Agency Certification

S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	x	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	x	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	x	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	x	
S5	Contributions	Have transfers to or from the general fund to cover operating deficits changed by more than the standard for the budget or two subsequent fiscal years?	x	
S6	Long-term Commitments	Does the JPA have long-term (multiyear) commitments or debt agreements?	x	
		<ul> <li>If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2022-23) annual payment?</li> </ul>	n/a	
UPPLE	MENTAL INFORMATION (continued)		No	Yes
S7a	Postemployment Benefits Other than Pensions	Does the JPA provide postemployment benefits other than pensions (OPEB)?	x	
		<ul> <li>If yes, are they lifetime benefits?</li> </ul>	n/a	
		<ul> <li>If yes, do benefits continue bey ond age 65?</li> </ul>	n/a	
		<ul> <li>If yes, are benefits funded by pay-as-you-go?</li> </ul>	n/a	
S7b	Other Self-insurance Benefits	Does the JPA provide other self-insurance benefits (e.g., workers' compensation)?	x	
S8	Status of Labor	Are salary and benefit negotiations still open for:		
	Agreements	Certificated? (Section S8A, Line 1)	n/a	
		Classified? (Section S8B, Line 1)	n/a	
		<ul> <li>Management/superv isor/confidential? (Section S8C, Line 1)</li> </ul>	n/a	6
S9	Local Control and Accountability Plan (LCAP)	This supplemental section is not checked for JPAs.	n/a	n/a
S10	LCAP Expenditures	This supplemental section is not checked for JPAs.	n/a	n/a
DDITIO	NAL FISCAL INDICATORS		No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the JPA will end the budget year with a negative cash balance in the general fund?	x	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	x	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	n/a	n/a
A4	New Charter Schools Impacting JPA's Enrollment	Are any new charter schools operating in JPA boundaries that are impacting the JPA's enrollment, either in the prior fiscal year or budget year?	n/a	n/a
A5	Salary Increases Exceed COLA	Has the JPA entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	x	
A6	Uncapped Health Benefits	Does the JPA provide uncapped (100% employer paid) health benefits for current or retired employees?	x	
A7	Independent Financial System	Is the JPA's financial system independent from the county office system?	x	
A8	Fiscal Distress Reports	Does the JPA have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	x	
A9	Change of JPA Director or Financial	Have there been personnel changes in the JPA director or	x	

ANNUAL CERT	IFICATION REGARDING SELF-INSURED WORKERS' COMPENS	SATION CLAIMS						
to the governing	Pursuant to Education Code Section 42141, if a joint powers agency is self-insured for workers' compensation claims, the director of the joint powers agency annually shall provide information o the governing board of the joint powers agency regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.							
To the County S	Superintendent of Schools:							
Ou	r JPA is self-insured for workers' compensation claims as defined	in Education Code Section 42141(a):						
	Total liabilities actuarially determined:	\$						
	Less: Amount of total liabilities reserved in budget:	\$	<i></i>					
	Estimated accrued but unfunded liabilities:	\$	0.00					
X Thi	s joint powers agency is not self-insured for workers' compensatio	n claims.						
Signed		Date of Meeting:	6-5-2023					
	Clerk/Secretary of the Governing Board		27					
	(Original signature required)							
For additional in	formation on this certification, please contact:							
Name:	Rachel Wigle							
Title:	Chief Business Official							
Telephone:	805-683-1424 x124							
E-mail:	rwigle@sbcselpa.org							

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.
2) Federal Revenue		8100-8299	801,845.00	29,955.00	-96.
3) Other State Revenue		8300-8599	6,838,390.00	5,383,074.00	-21.
4) Other Local Revenue		8600-8799	593,336.00	351,740.00	-40
5) TOTAL, REVENUES			8,233,571.00	5,764,769.00	-30
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	377,328.89	377,328.84	0
2) Classified Salaries		2000-2999	866,286.93	761,430.90	-12
		3000-3999		413,614.44	
3) Employee Benefits			432,647.06		-4
4) Books and Supplies		4000-4999	203,270.00	198,908.00	-2
5) Services and Other Operating Expenditures		5000-5999	2,623,521.84	3,357,491.00	28
6) Capital Outlay		6000-6999	0.00	0.00	C
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	5,458,361.00	2,191,167.00	-59
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	(
9) TOTAL, EXPENDITURES			9,961,415.72	7,299,940.18	-26
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,727,844.72)	(1,535,171.18)	-1'
D. OTHER FINANCING SOURCES/USES			(1)	(-,,,	
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	C
b) Transfers Out		7600-7629	0.00	0.00	
2) Other Sources/Uses			0.00	0.00	
		8930-8979	0.00	0.00	
a) Sources					(
b) Uses		7630-7699	0.00	0.00	1
3) Contributions		8980-8999	0.00	0.00	
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	
E, NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,727,844.72)	(1,535,171.18)	-11
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,091,907.34	2,759,399.62	-32
b) Audit Adjustments		9793	395,337.00	0.00	-100
c) As of July 1 - Audited (F1a + F1b)			4,487,244.34	2,759,399.62	-38
d) Other Restatements		9795	0.00	0.00	(
e) Adjusted Beginning Balance (F1c + F1d)			4,487,244.34	2,759,399.62	-38
2) Ending Balance, June 30 (E + F1e)			2,759,399.62	1,224,228.44	-55
			2,700,000.02	1,224,220.44	
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	(
Stores		9712	0.00	0.00	
Prepaid Items		9713	0.00	0.00	
All Others		9719	0.00	0.00	
b) Restricted		9740	2,349,255.88	770,031.70	-6
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	
Other Commitments		9760	0.00	0.00	
d) Assigned					
Other Assignments		9780	0.00	0.00	
-					
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	
Unassigned/Unappropriated Amount		9790	410,143.74	454,196.74	1
B. ASSETS 1) Cash					
		9110	0.00		
a) in County Treasury					
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
2) Investments 3) Accounts Receivable		9150 9200	0.00 0.00		

California Dept of Education

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Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Special Education Discretionary Grants		8182	801,845.00	29,955.00	-96.39
Child Nutrition Programs		8220	0.00	0.00	0.09
Donated Food Commodities		8221	0.00	0.00	0.0
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0
Pass-Through Revenues from					
Federal Sources		8287	0.00	0.00	0.09
Career and Technical Education	3500-3599	8290	0.00	0.00	0.09
All Other Federal Revenue	All Other	8290	0.00	0.00	0.09
TOTAL, FEDERAL REVENUE			801,845.00	29,955.00	-96.39
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	4,220,268.00	5,340,501.00	26.5
All Other State Apportionments - Prior Years		8319	496,694.00	0.00	-100.09
Child Nutrition Programs		8520	0.00	0.00	0.0
Mandated Costs Reimbursements		8550	0.00	0.00	0.0
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.09
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0
Drug/Alcohol/Tobacco Funds	6695	8590	0.00	0.00	0.0
All Other State Revenue	All Other	8590	2,121,428.00	42,573.00	-98.09
TOTAL, OTHER STATE REVENUE			6,838,390.00	5,383,074.00	-21.39
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.09
Sale of Publications		8632	0.00	0.00	0.0
Food Service Sales		8634	0.00	0.00	0.0
All Other Sales		8639	0.00	0.00	0.0
Leases and Rentals		8650	0.00	0.00	0.0
Interest		8660	25,000.00	25,000.00	0.0
Net Increase (Decrease) in the Fair Value of Investments		8662	151,819.00	0.00	-100.0
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0
In-District Premiums/Contributions		8674	0.00	0.00	0.0
Transportation Fees From Individuals		8675	0.00	0.00	0.0
Interagency Services		8677	0.00	0.00	0.0
All Other Fees and Contracts		8689	0.00	0.00	0.09
Other Local Revenue					
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.0

California Dept of Education

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#### Budget, July 1 General Fund Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
All Other Local Revenue		8699	416,517.00	326,740.00	-21.69
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.09
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0
From County Offices	6500	8792	0.00	0.00	0.0
From JPAs	6500	8793	0.00	0.00	0.0
ROC/P Transfers	0000	0135	0.00	0.00	0.0
	2000	0704			
From Districts or Charter Schools	6360	8791	0.00	0.00	0.0
From County Offices	6360	8792	0.00	0.00	0.0
From JPAs	6360	8793	0.00	0.00	0.0
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0
From County Offices	All Other	8792	0.00	0.00	0.0
From JPAs	All Other	8793	0.00	0.00	0.0
All Other Transfers In from All Others		8799	0.00	0.00	0.0
TOTAL, OTHER LOCAL REVENUE			593,336.00	351,740.00	-40.7
TOTAL, REVENUES			8,233,571.00	5,764,769.00	-30.0
CERTIFICATED SALARIES			5,255,011.00	0,.01,100.00	
Certificated Salaries		1100	0.00	0.00	0.0
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0
Certificated Supervisors' and Administrators' Salaries		1300	312,596.09	312,596.04	0.0
Other Certificated Salaries		1900	64,732.80	64,732.80	0.0
TOTAL, CERTIFICATED SALARIES			377,328.89	377,328.84	0.0
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0
Classified Support Salaries		2200	0.00	0.00	0.0
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0
Clerical, Technical and Office Salaries		2400	129,648.00	136,752.00	5.5
Other Classified Salaries		2900	736,638.93	624,678.90	-15.2
TOTAL, CLASSIFIED SALARIES			866,286.93	761,430.90	-12.1
EMPLOYEE BENEFITS			,	,	
STRS		3101-3102	114,642.83	114,642.81	0.0
PERS		3201-3202	113,463.24	106,874.59	-5.8
OASDI/Medicare/Alternative		3301-3302	17,686.39	16,487.03	-6.8
Health and Welfare Benefits		3401-3402	173,791.17	163,261.80	-6.1
Unemployment Insurance		3501-3502	6,098.70	5,685.17	-6.8
Workers' Compensation		3601-3602	6,964.73	6,663.04	-4.3
OPEB, Allocated		3701-3702	0.00	0.00	0.0
OPEB, Active Employees		3751-3752	0.00	0.00	0.0
Other Employee Benefits		3901-3902	0.00	0.00	0.0
TOTAL, EMPLOYEE BENEFITS			432,647.06	413,614.44	-4.4
BOOKS AND SUPPLIES				Ì	
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0
Books and Other Reference Materials		4200	0.00	0.00	0.0
		4300	195,030.00	192,908.00	-1.1
Materials and Supplies					
Noncapitalized Equipment		4400	8,240.00	6,000.00	-27.2
Food		4700	0.00	0.00	0.0
TOTAL, BOOKS AND SUPPLIES			203,270.00	198,908.00	-2.1
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	124,710.00	25,000.00	-80.0
Travel and Conferences		5200	103,000.00	131,000.00	27.2
Dues and Memberships		5300	5,100.00	5,100.00	0.0
Insurance		5400-5450	6,100.00	6,100.00	0.0
Operations and Housekeeping Services		5500	0.00	0.00	0.0
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	71,000.00	77,353.00	8.9
Transfers of Direct Costs		5710	0.00	0.00	0.0
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0
Professional/Consulting Services and Operating Expenditures		5800	2,289,691.84	3,087,828.00	34.9
Communications		5900	23,920.00	25,110.00	5.0

Califomia Dept of Education

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#### Budget, July 1 General Fund Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,623,521.84	3,357,491.00	28.0%
CAPITAL OUTLAY				1	
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)			i i		
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	30,000.00	Nev
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments				0.00	5.07
To Districts or Charter Schools	6500	7221	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.0%
ROC/P Transfers of Apportionments	0000	1220	0.00	0.00	0.07
To Districts or Charter Schools	6360	7221	0.00	0.00	0.0%
To County Offices	6360	7222 7223	0.00	0.00	0.0%
To JPAs	6360		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223 7281-7283	0.00	0.00	0.0%
All Other Transfers			5,458,361.00	2,161,167.00	-60.4%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service		7.00			0.00
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			5,458,361.00	2,191,167.00	-59.9%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			9,961,415.72	7,299,940.18	-26.7%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: Special Reserve Fund		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: Special Reserve Fund		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
All Other Financing Sources		0373	0.00	0.00	

#### Budget, July 1 General Fund Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
USES					
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

#### Budget, July 1 General Fund Expenditures by Function

					E8BMU7RSNS(2023-24	
Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference	
A. REVENUES			î.			
1) LCFF Sources		8010-8099	0.00	0.00	0.0%	
2) Federal Revenue		8100-8299	801,845.00	29,955.00	-96.3%	
3) Other State Revenue		8300-8599	6,838,390.00	5,383,074.00	-21.3%	
4) Other Local Revenue		8600-8799	593,336.00	351,740.00	-40.7%	
5) TOTAL, REVENUES			8,233,571.00	5,764,769.00	-30.0%	
B. EXPENDITURES (Objects 1000-7999)						
1) Instruction	1000-1999		0.00	0.00	0.0%	
2) Instruction - Related Services	2000-2999		4,473,774.72	5,078,303.18	13.5%	
3) Pupil Services	3000-3999		0.00	0.00	0.0%	
4) Ancillary Services	4000-4999		0.00	0.00	0.0%	
5) Community Services	5000-5999		0.00	0.00	0.0%	
6) Enterprise	6000-6999		0.00	0.00	0.0%	
7) General Administration	7000-7999		5,360.00	5,360.00	0.0%	
8) Plant Services	8000-8999		23,920.00	25,110.00	5.0%	
9) Other Outgo	9000-9999	Except 7600-7699	5,458,361.00	2,191,167.00	-59.9%	
10) TOTAL, EXPENDITURES			9,961,415.72	7,299,940.18	-26.7%	
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,727,844.72)	(1,535,171.18)	-11.2%	
D. OTHER FINANCING SOURCES/USES			(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(.,,		
1) Interfund Transfers						
a) Transfers In		8900-8929	0.00	0.00	0.0%	
b) Transfers Out		7600-7629	0.00	0.00	0.0%	
2) Other Sources/Uses		1000 / 020				
a) Sources		8930-8979	0.00	0.00	0.0%	
b) Uses		7630-7699	0.00	0.00	0.0%	
3) Contributions		8980-8999	0.00	0.00	0.0%	
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,727,844.72)	(1,535,171.18)	-11.2%	
F. FUND BALANCE, RESERVES			(1,727,044.72)	(1,000,171.10)	-11.270	
1) Beginning Fund Balance						
a) As of July 1 - Unaudited		9791	4,091,907.34	2,759,399.62	-32.6%	
b) Audit Adjustments		9793	395,337.00	0.00	-100.0%	
c) As of July 1 - Audited (F1a + F1b)		3735	4,487,244.34	2,759,399.62	-38.5%	
d) Other Restatements		9795	4,407,244.34	0.00	0.0%	
e) Adjusted Beginning Balance (F1c + F1d)		3/33	4,487,244.34	2,759,399.62		
					-38.5%	
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			2,759,399.62	1,224,228.44	-55.6%	
a) Nonspendable		0744	0.00	0.00	0.0%	
Revolving Cash		9711	0.00	0.00	0.0%	
Stores		9712	0.00	0.00	0.0%	
Prepaid Items		9713	0.00	0.00	0.0%	
All Others		9719	0.00	0.00	0.0%	
b) Restricted		9740	2,349,255.88	770,031.70	-67.2%	
c) Committed						
Stabilization Arrangements		9750	0.00	0.00	0.0%	
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%	
d) Assigned						
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%	
e) Unassigned/Unappropriated						
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%	
Unassigned/Unappropriated Amount		9790	410,143.74	454,196.74	10.7%	

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
6500	Special Education	1,310,971.30	770,031.70
6546	Mental Health- Related Services	1,038,284.58	0.00
Total, Restricted Balance	Services	2,349,255.88	

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

#### Percent Difference 2022-23 Estimated Description **Resource Codes Object Codes** 2023-24 Budget Actuals A. REVENUES 1) LCFF Sources 8010-8099 0.00 0.00 0.0% 2) Federal Revenue 8100-8299 23,961,780.00 13,913,182.00 -41.9% 3) Other State Revenue 8300-8599 41,190,248.00 35,863,321.00 -12.9% 4) Other Local Revenue 8600-8799 0.00 0.00 0.0% 5) TOTAL, REVENUES 65,152,028.00 49,776,503.00 -23.6% **B. EXPENDITURES** 1) Certificated Salaries 1000-1999 0.00 0.00 0.0% 2) Classified Salaries 2000-2999 0.00 0.00 0.0% 3) Employ ee Benefits 3000-3999 0.00 0.00 0.0% 4) Books and Supplies 4000-4999 0.00 0.00 0.0% 5) Services and Other Operating Expenditures 5000-5999 0.00 0.00 0.0% 0.0% 6000-6999 0.00 0.00 6) Capital Outlay 7100-7299,7400-7499 65,152,028.00 49,776,503.00 -23.6% 7) Other Outgo (excluding Transfers of Indirect Costs) 7300-7399 0.00 0.00 0.0% 8) Other Outgo - Transfers of Indirect Costs 9) TOTAL, EXPENDITURES 65,152,028.00 49,776,503.00 -23.6% C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9) 0.00 0.00 0.0% D. OTHER FINANCING SOURCES/USES 1) Interfund Transfers a) Transfers In 8900-8929 0.00 0.00 0.0% b) Transfers Out 7600-7629 0.00 0.00 0.0% 2) Other Sources/Uses 8930-8979 0.00 0.00 0.0% a) Sources b) Uses 7630-7699 0.00 0.00 0.0% 0.00 0.00 0.0% 3) Contributions 8980-8999 4) TOTAL, OTHER FINANCING SOURCES/USES 0.00 0.00 0.0% E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) 0.00 0.00 0.0% F. FUND BALANCE, RESERVES 1) Beginning Fund Balance a) As of July 1 - Unaudited 9791 0.00 0.00 0.0% b) Audit Adjustments 9793 0.00 0.00 0.0% c) As of July 1 - Audited (F1a + F1b) 0.00 0.00 0.0% d) Other Restatements 9795 0.00 0.00 0.0% e) Adjusted Beginning Balance (F1c + F1d) 0.00 0.00 0.0% 2) Ending Balance, June 30 (E + F1e) 0.00 0.00 0.0% Components of Ending Fund Balance a) Nonspendable Revolving Cash 9711 0.00 0.00 0.0% 9712 0.00 0.0% Store 0.00 Prepaid Items 9713 0.00 0.00 0.0% All Others 9719 0.00 0.00 0.0% 9740 b) Restricted 0.00 0.00 0.0% c) Committed 9750 Stabilization Arrangements 0.00 0.00 0.0% 9760 Other Commitments 0.00 0.00 0.0% d) Assigned 9780 0.00 0.00 0.0% Other Assignments e) Unassigned/Unappropriated Reserve for Economic Uncertainties 9789 0.00 0.00 0.0% Unassigned/Unappropriated Amount 9790 0.00 0.00 0.0% G. ASSETS 1) Cash a) in County Treasury 9110 0.00 1) Fair Value Adjustment to Cash in County Treasury 9111 0.00 b) in Banks 9120 0.00 c) in Revolving Cash Account 9130 0.00 d) with Fiscal Agent/Trustee 9135 0.00 e) Collections Awaiting Deposit 9140 0.00 2) Investments 9150 0.00 3) Accounts Receivable 9200 0.00 4) Due from Grantor Government 9290 0.00

Califomia Dept of Education

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

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY			0.00		
(G10 + H2) - (I6 + J2)			0.00		
LCFF SOURCES			0.00		
LCFF Transfers					
Property Taxes Transfers		8097	0.00	0.00	0.0%
TOTAL, LCFF SOURCES		0037	0.00	0.00	0.0%
FEDERAL REVENUE			0.00	0.00	0.078
Pass-Through Revenues from					
Federal Sources		8287	23,961,780.00	13,913,182.00	-41.9%
TOTAL, FEDERAL REVENUE		0207	23,961,780.00	13,913,182.00	-41.9%
			23,901,700.00	13,913,102.00	-41.378
OTHER STATE REVENUE Other State Apportionments					
Special Education Master Plan					
Current Year	6500	8311	38,700,027.00	35,863,321.00	-7.3%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8315	0.00		0.0%
	All Other	8319	0.00	0.00 0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8587			-100.0%
Pass-Through Revenues from State Sources TOTAL, OTHER STATE REVENUE		0307	2,490,221.00 41,190,248.00	0.00 35,863,321.00	-10.0%
			41,190,246.00	35,003,321.00	-12.9%
OTHER LOCAL REVENUE Interest		9660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8660 8662	0.00	0.00	0.0%
Other Local Revenue		0002	0.00	0.00	0.0 %
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.0%
Transfers of Apportionments		0037	0.00	0.00	0.0 %
		8791	0.00	0.00	0.0%
From Districts or Charter Schools From County Offices			0.00	0.00	0.0%
From County Offices		8792 8793	0.00	0.00 0.00	0.0%
TOTAL, OTHER LOCAL REVENUE		0/90	0.00	0.00	0.0%
TOTAL, REVENUES			65,152,028.00	49,776,503.00	-23.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues		7044	25 040 000 00	10 017 050 00	47 50/
To Districts or Charter Schools		7211	25,916,028.00	13,617,353.00	-47.5%
To County Offices		7212	535,973.00	295,829.00	-44.8%
To JPAs		7213	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments		7051			
To Districts or Charter Schools	6500	7221	35,923,152.00	33,052,894.00	-8.0%
To County Offices	6500	7222	2,776,875.00	2,810,427.00	1.2%
To JPAs	6500	7223	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.0%

Califomia Dept of Education

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

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			65,152,028.00	49,776,503.00	-23.6%
TOTAL, EXPENDITURES			65,152,028.00	49,776,503.00	-23.6%

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

					E8BMU7RSNS(2023-24
Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES			\$\$		
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	23,961,780.00	13,913,182.00	-41.9%
3) Other State Revenue		8300-8599	41,190,248.00	35,863,321.00	-12.9%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			65,152,028.00	49,776,503.00	-23.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	65,152,028.00	49,776,503.00	-23.6%
10) TOTAL, EXPENDITURES			65,152,028.00	49,776,503.00	-23.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES			0.00	0.00	0.0 %
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)		3735	0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
-		5755	0.00		0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable		0714		0.00	0.00
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource Description		2023-24 Budget
Total, Restricted Balance	0.00	0.00

Santa	Barbara	County SELPA JPA
Santa	Barbara	County

#### Budget, July 1 General Fund Multiyear Projections Unrestricted/Restricted

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns						
C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099					
2. Federal Revenues	8100-8299	29,955.00	0.00%	29,955.00	0.00%	29,955.00
3. Other State Revenues	8300-8599	5,383,074.00	32.77%	7,147,370.00	1.54%	7,257,241.00
4. Other Local Revenues	8600-8799	351,740.00	0.00%	351,740.00	0.00%	351,740.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		5,764,769.00	30.60%	7,529,065.00	1.46%	7,638,936.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				377,328.84		377,328.84
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments			-	0.00	-	0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	377,328.84	0.00%	377,328.84	0.00%	377.328.84
2. Classified Salaries						
a. Base Salaries				761,430.90		766,700.90
b. Step & Column Adjustment			-	5,270.00	-	5,331.00
c. Cost-of-Living Adjustment			-	0.00	-	0.00
d. Other Adjustments			-	0.00	-	0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	761,430.90	0.69%	766,700.90	0.70%	772,031.90
3. Employee Benefits	3000-3999	-			-0.92%	
		413,614.44	0.74%	416,694.00		412,876.00
4. Books and Supplies	4000-4999	198,908.00	0.46%	199,816.00	0.40%	200,608.00
5. Services and Other Operating Expenditures	5000-5999	3,357,491.00	8.70%	3,649,475.00	1.78%	3,714,273.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400- 7499	2,191,167.00	0.00%	2,191,164.00	0.00%	2,191,164.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section G below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		7,299,940.18	4.13%	7,601,178.74	0.88%	7,668,281.74
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(1,535,171.18)		(72,113.74)		(29,345.74)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		2,759,399.62		1,224,228.44		1,152,114.70
2. Ending Fund Balance (Sum lines C and D1)		1,224,228.44	-	1,152,114.70		1,122,768.96
3. Components of Ending Fund Balance						
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	770,031.70		922,918.00		1,118,573.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00	-	0.00		0.00

Califomia Dept of Education

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#### Budget, July 1 General Fund Multiyear Projections Unrestricted/Restricted

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		150,000.00
2. Unassigned/Unappropriated	9790	454,196.74		229,196.70		(145,804.04)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		1,224,228.44		1,152,114.70		1,122,768.96
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		150,000.00
c. Unassigned/Unappropriated	9790	454,196.74		229,196.70		(145,804.04)
d. Negative Restricted Ending Balances						
(Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750			0.00		0.00
b. Reserve for Economic Uncertainties	9789			0.00		0.00
c. Unassigned/Unappropriated	9790			0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		454,196.74	-	229,196.70		4,195.96
4. Total Available Reserves - by Percent (Line E3 divided by Line F2)		6.22%		3.02%		0.05%
F. RECOMMENDED RESERVES						
1. JPA ADA						
Used to determine the reserve standard percentage level on Line F5						
(Enter ADA for current and two subsequent years, if applicable)		0.00		0.00		0.00
2. Total Expenditures and Other Financing Uses (Line B11)		7,299,940.18		7,601,178.74		7,668,281.74
3. Less: Special Education Pass-through		-				
(Not applicable for JPAs)		N/A		N/A		N/A
4. Sub-Total (Line F2 minus F3)		7,299,940.18		7,601,178.74		7,668,281.74
5. Reserve Standard Percentage Level						
(Refer to Form 01CS, Criterion 10 for calculation details)		5.00%		5.00%		5.00%
6. Reserve Standard - By Percent (Line F4 times F5)		364,997.01		380,058.94		383,414.09
7. Reserve Standard - By Amount						
(Refer to Form 01CS, Criterion 10 for calculation details)		80,000.00		80,000.00		80,000.00
8. Reserve Standard (Greater of Line F6 or F7)		364,997.01		380,058.94		383,414.09
9. Available Reserves (Line E3) Meet the Reserve Standard (Line F8)		YES		NO		NO

G. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

# 2023-24 Adopted – Cash Flow Notes

Revenues:

AB602 funding is distributed per the apportionment schedule. No Mental Health funding for 23-24 anticipated.

Federal Funding is accrued each year and anticipated to be received by March of the following year. Balance of Federal Mental Health Grant from 22-23 anticipated to be received by March 2024.

Local Revenue includes reimbursements Staff Development, BCBA, Graduate Student Researchers etc. For conservative estimates, these revenues have been indicated in June. Based on Cash Flow needs, they may be invoiced and received more often.

**Expenditures:** 

Salaries, Benefits, Materials will all be paid on a regular basis.

Other Outgo reimbursements to districts for Low Incidence, professional development, legal fees usually happen in the latter half of the year and have conservatively been distributed evenly.

Out of Home Care (formerly Licensed Childcare Institution) data is collected from the districts at the end of the year and calculated once the data is received. This is conservatively estimated to be paid in June

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (1)

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF:	JUNE			_	_					
A. BEGINNING CASH			1,937,837.00	1,697,967.00	1,569,121.00	1,882,164.00	1,833,641.00	1,785,118.00	1,736,595.00	1,688,072.00
B. RECEIPTS	8									
LCFF/Revenue Limit Sources										
Principal Apportionment	8010- 8019									
Property Taxes	8020- 8079									
Miscellaneous Funds	8080- 8099									
Federal Revenue	8100- 8299									
Other State Revenue	8300- 8599		269,154.00	269,154.00	484,477.00	484,477.00	484,477.00	484,477.00	484,477.00	484,477.00
Other Local Revenue	8600- 8799									
Interfund Transfers In	8910- 8929									
All Other Financing Sources	8930- 8979									
TOTAL RECEIPTS			269,154.00	269,154.00	484,477.00	484,477.00	484,477.00	484,477.00	484,477.00	484,477.00
C. DISBURSEMENTS										
Certificated Salaries	1000- 1999		32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00
Classified Salaries	2000- 2999		64,000.00	64,000.00	64,000.00	64,000.00	64,000.00	64,000.00	64,000.00	64,000.00
Employee Benefits	3000- 3999		35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
Books and Supplies	4000- 4999		17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00
Services	5000- 5999		170,000.00	170,000.00	305,000.00	305,000.00	305,000.00	305,000.00	305,000.00	305,000.00
Capital Outlay	6000- 6599									
Other Outgo	7000- 7499		80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
Interfund Transfers Out	7600- 7629									

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (1)

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
All Other Financing Uses	7630- 7699									
TOTAL DISBURSEMENTS			398,000.00	398,000.00	533,000.00	533,000.00	533,000.00	533,000.00	533,000.00	533,000.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111- 9199									
Accounts Receivable	9200- 9299	(1,671,582.00)	764,204.00		361,566.00					
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330							77		
Other Current Assets	9340							1		
Lease Receivable	9380							3		
Deferred Outflows of Resources	9490							· · · · · · · · · · · · · · · · · · ·		
SUBTOTAL		(1,671,582.00)	764,204.00	0.00	361,566.00	0.00	0.00	0.00	0.00	0.00
Liabilities and Deferred Inflows										
Accounts Payable	9500- 9599	875,228.00	875,228.00							
Due To Other Funds	9610			2						
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		875,228.00	875,228.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nonoperating								77		
Suspense Clearing	9910							4		
TOTAL BALANCE SHEET ITEMS		(2,546,810.00)	(111,024.00)	0.00	361,566.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			(239,870.00)	(128,846.00)	313,043.00	(48,523.00)	(48,523.00)	(48,523.00)	(48,523.00)	(48,523.00)
F. ENDING CASH (A + E)			1,697,967.00	1,569,121.00	1,882,164.00	1,833,641.00	1,785,118.00	1,736,595.00	1,688,072.00	1,639,549.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (1)

Description	Object	March	April	Мау	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF:	JUNE								
A. BEGINNING CASH		1,639,549.00	2,136,838.00	2,088,315.00	2,039,792.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010- 8019					0.00		0.00	0.00
Property Taxes	8020- 8079						-	0.00	0.00
Miscellaneous Funds	8080- 8099							0.00	0.00
Federal Revenue	8100- 8299					29,955.00		29,955.00	29,955.00
Other State Revenue	8300- 8599	484,477.00	484,477.00	484,477.00		484,473.00		5,383,074.00	5,383,074.00
Other Local Revenue	8600- 8799				-	351,740.00		351,740.00	351,740.00
Interfund Transfers In	8910- 8929							0.00	0.00
All Other Financing Sources	8930- 8979							0.00	0.00
TOTAL RECEIPTS		484,477.00	484,477.00	484,477.00	0.00	866,168.00	0.00	5,764,769.00	5,764,769.00
C. DISBURSEMENTS									
Certificated Salaries	1000- 1999	32,000.00	32,000.00	32,000.00	25,328.84	0.00		377,328.84	377,328.84
Classified Salaries	2000- 2999	64,000.00	64,000.00	64,000.00	57,430.90			761,430.90	761,430.90
Employee Benefits	3000- 3999	35,000.00	35,000.00	35,000.00	28,614.44			413,614.44	413,614.44
Books and Supplies	4000- 4999	17,000.00	17,000.00	17,000.00	11,908.00			198,908.00	198,908.00
Services	5000- 5999	305,000.00	305,000.00	305,000.00	272,491.00			3,357,491.00	3,357,491.00
Capital Outlay	6000- 6599							0.00	0.00
Other Outgo	7000- 7499	80,000.00	80,000.00	80,000.00	1,311,167.00			2,191,167.00	2,191,167.00
Interfund Transfers Out	7600- 7629							0.00	0.00
All Other Financing Uses	7630- 7699							0.00	0.00

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (1)

Description	Object	March	April	Мау	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		533,000.00	533,000.00	533,000.00	1,706,940.18	0.00	0.00	7,299,940.18	7,299,940.18
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111- 9199			-	-			0.00	
Accounts Receivable	9200- 9299	545,812.00						1,671,582.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330			-				0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	0.00
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		545,812.00	0.00	0.00	0.00	0.00	0.00	1,671,582.00	
Liabilities and Deferred Inflows									
Accounts Payable	9500- 9599							875,228.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	875,228.00	
Nonoperating									
Suspense Clearing	9910						-	0.00	
TOTAL BALANCE SHEET ITEMS		545,812.00	0.00	0.00	0.00	0.00	0.00	796,354.00	
E. NET INCREASE/DECREASE (B - C + D)		497,289.00	(48,523.00)	(48,523.00)	(1,706,940.18)	866,168.00	0.00	(738,817.18)	(1,535,171.18)
F. ENDING CASH (A + E)		2,136,838.00	2,088,315.00	2,039,792.00	332,851.82				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								1,199,019.82	

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (2)

42 40378 0000000 Form CASH E8BMU7RSNS(2023-24)

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF:	JUNE									
A. BEGINNING CASH			332,851.82	761,324.82	705,324.82	1,143,064.82	1,229,064.82	1,315,064.82	1,401,064.82	1,487,064.82
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010- 8019									
Property Taxes	8020- 8079									
Miscellaneous Funds	8080- 8099									
Federal Revenue	8100- 8299									
Other State Revenue	8300- 8599		358,000.00	358,000.00	645,000.00	645,000.00	645,000.00	645,000.00	645,000.00	645,000.00
Other Local Revenue	8600- 8799									
Interfund Transfers In	8910- 8929									
All Other Financing Sources	8930- 8979									
TOTAL RECEIPTS			358,000.00	358,000.00	645,000.00	645,000.00	645,000.00	645,000.00	645,000.00	645,000.00
C. DISBURSEMENTS										
Certificated Salaries	1000- 1999		32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00
Classified Salaries	2000- 2999		64,000.00	64,000.00	64,000.00	64,000.00	64,000.00	64,000.00	64,000.00	64,000.00
Employ ee Benefits	3000- 3999		35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
Books and Supplies	4000- 4999		18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
Services	5000- 5999		185,000.00	185,000.00	330,000.00	330,000.00	330,000.00	330,000.00	330,000.00	330,000.00
Capital Outlay	6000- 6599									
Other Outgo	7000- 7499		80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
Interfund Transfers Out	7600- 7629									

California Dept of Education SACS Financial Reporting Software - SACS V5.1 File: CASH, Version 4

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (2)

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
All Other Financing Uses	7630- 7699									
TOTAL DISBURSEMENTS			414,000.00	414,000.00	559,000.00	559,000.00	559,000.00	559,000.00	559,000.00	559,000.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111- 9199									
Accounts Receivable	9200- 9299	866,168.00	484,473.00		351,740.00					
Due From Other Funds	9310									
Stores	9320					1)		n		
Prepaid Expenditures	9330							T		
Other Current Assets	9340	-								
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		866,168.00	484,473.00	0.00	351,740.00	0.00	0.00	0.00	0.00	0.00
Liabilities and Deferred Inflows										
Accounts Payable	9500- 9599									
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nonoperating								ŤŤ		
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		866,168.00	484,473.00	0.00	351,740.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			428,473.00	(56,000.00)	437,740.00	86,000.00	86,000.00	86,000.00	86,000.00	86,000.00
F. ENDING CASH (A + E)			761,324.82	705,324.82	1,143,064.82	1,229,064.82	1,315,064.82	1,401,064.82	1,487,064.82	1,573,064.82
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (2)

42 40378 0000000 Form CASH E8BMU7RSNS(2023-24)

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF:	JUNE								
A. BEGINNING CASH		1,573,064.82	1,689,019.82	1,775,019.82	1,861,019.82				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010- 8019							0.00	
Property Taxes	8020- 8079							0.00	
Miscellaneous Funds	8080- 8099				- -			0.00	
Federal Revenue	8100- 8299					29,955.00		29,955.00	29,955.00
Other State Revenue	8300- 8599	645,000.00	645,000.00	645,000.00		626,369.60		7,147,369.60	7,147,370.00
Other Local Revenue	8600- 8799					351,740.00		351,740.00	351,740.00
Interfund Transfers In	8910- 8929							0.00	
All Other Financing Sources	8930- 8979							0.00	
TOTAL RECEIPTS		645,000.00	645,000.00	645,000.00	0.00	1,008,064.60	0.00	7,529,064.60	7,529,065.00
C. DISBURSEMENTS									
Certificated Salaries	1000- 1999	32,000.00	32,000.00	32,000.00	25,328.84			377,328.84	377,328.84
Classified Salaries	2000- 2999	64,000.00	64,000.00	64,000.00	62,700.90			766,700.90	766,700.90
Employ ee Benefits	3000- 3999	35,000.00	35,000.00	35,000.00	31,694.00			416,694.00	416,694.00
Books and Supplies	4000- 4999	18,000.00	18,000.00	18,000.00	1,816.00			199,816.00	199,816.00
Services	5000- 5999	330,000.00	330,000.00	330,000.00	309,475.00			3,649,475.00	3,649,475.00
Capital Outlay	6000- 6599							0.00	
Other Outgo	7000- 7499	80,000.00	80,000.00	80,000.00	1,311,164.00			2,191,164.00	2,191,164.00
Interfund Transfers Out	7600- 7629							0.00	
All Other Financing Uses	7630- 7699							0.00	

California Dept of Education SACS Financial Reporting Software - SACS V5.1 File: CASH, Version 4

#### Budget, July 1 2023-24 Budget Cashflow Worksheet - Budget Year (2)

Description	Object	March	April	Мау	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		559,000.00	559,000.00	559,000.00	1,742,178.74	0.00	0.00	7,601,178.74	7,601,178.74
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111- 9199							0.00	
Accounts Receivable	9200- 9299	29,955.00						866,168.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	0.00
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		29,955.00	0.00	0.00	0.00	0.00	0.00	866,168.00	
Liabilities and Deferred Inflows									
Accounts Payable	9500- 9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		29,955.00	0.00	0.00	0.00	0.00	0.00	866,168.00	
E. NET INCREASE/DECREASE (B - C + D)		115,955.00	86,000.00	86,000.00	(1,742,178.74)	1,008,064.60	0.00	794,053.86	(72,113.74)
F. ENDING CASH (A + E)		1,689,019.82	1,775,019.82	1,861,019.82	118,841.08				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								1,126,905.68	

# 2022-23 Adopted – SACS Criteria and Standards

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

Criteria and Standards Summary "Not Met" and/or Additional Comments

6) Revenue and Expenditures:

Change in Federal Revenue – Mental Health Funding of \$754,119 removed as it will be going to districts now

Change in State Revenue – Due to the proposed Trailer Bill Language for the "SELPA Administrative Fee Cap" and declining ADA, the amount of State AB602 Funding that can be retained in Fund 01 of the JPA is reduced. The current plan is to use 22-23 Ending Fund Balance to make up the difference. This language is currently only indicating 2023-24 in the proposed legislation. The reduction is removed for 24-25. If the language continues into 24-25, SELPA will have to determine what expenditures to cut or whether they will be funded from another source.

Change in revenue Other Local Revenue – 1 FTE BCBA was reduced. This position was primarily charged to districts. SBCSELPA will no longer be receiving funding for this eliminated position.

Change in Books & Supplies – Costs have not changed along with revenue changes due to "SELPA Administrative Fee Cap" adjustments. The largest Books and Supplies Budget is for Low Incidence, which is from restricted funds not affected by the revenue change.

Change in Services – Costs have not changed along with revenue changes due to "SELPA Administrative Fee Cap" adjustments. Also prior ending fund balance is being used to apply to 23-24 NPS Placements due to SELPA Administrative Fee Cap revenue shortfall. Additional itemization of some changes include:

22-23 Estimated Actuals were decreased by \$1.26 million, for unused Non-Public School Placement funds. For 23-24 \$1 million dollars was restored to the NPS Pool. Additional increases include \$300,000 for WRAP services (Includes 2 new positions). \$31k increase for PD/CPI recertification training. Decreases include removal of \$300,000 in one time ending fund balance legal allocation to districts, \$192k due to 1x Alternate Dispute Resolution expenses, and \$100k for contracted Graduate Student Researchers. For 24-25 \$250,000 added for increasing NPS Pool.

### 8) Deficit Spending:

It appears that SELPA is deficit spending in 22-23, when in fact, SELPA has used prior year Ending Fund Balance monies per our JPA Board's direction to establish one-time only allocations and payments in FY 22-23. Board approved one-time allocations included in Estimated Actuals are \$300,000 for legal fees, \$723,667 of regular Special Education balance to LEAs and a \$1,652,020 payment of Mental Health balance back to districts. Additionally, \$177,686 1x ADR funding based and additional smaller one-time carryovers. *For 2023-2024 SELPA is deficit spending* due to the 2023-2024 SELPA Administrative Fee cap as proposed in the May Revise Trailer Bill Language. The plan is to use 22-23 ending fund balance to cover the deficit spending. It is projected for 2024-25 that the "Cap" will not continue. If it does, the Local Plan will need to be revised with regard to the NPS Pool.

# 100) Reserves

SELPA meets all required reserve calculations. The SACS software does not recognize revenue in Resource 6500 as being available for reserves even though most of SELPA funding is in the 6500 Resource.

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

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

#### **CRITERIA AND STANDARDS**

- 1. CRITERION: Average Daily Attendance This criterion is not checked for JPAs
- 2. CRITERION: Enrollment This criterion is not checked for JPAs
- 3 CRITERION: ADA to Enrollment This criterion is not checked for JPAs
- 4. CRITERION: Local Control Funding Formula (LCFF) Revenue This criterion is not checked for JPAs

#### 5. CRITERION: Salaries and Benefits

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

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

DATA ENTRY: All data are extracted or calculated.

	Salaries and Benefits	Total Expenditures	Ratio of Salaries and Benefits	
Fiscal Year	(Form 01, Objects 1000-3999)	(Form 01, Objects 1000- 7499)	to Total Expenditures	
Third Prior Year (2020-21)	1,472,357.46	6,416,922.28	22.9%	
Second Prior Year (2021-22)	1,533,716.72	7,067,091.19	21.7%	
First Prior Year (2022-23)	1,676,262.88	9,961,415.72	16.8%	
		Historical Average Ratio:	20.5%	
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)
JPA's Reserve Standard	Percentage (Criterion 10B, Line 4):	5.0%	5.0%	5.0%
JPA's Salaries and Benefits Standard (historical average 3% or the JPA	e ratio, plus/minus the greater of 's reserve standard percentage):	15.5% to 25.5%	15.5% to 25.5%	15.5% to 25.5%

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#### stimated/Unaudited Actuals

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

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

	Budget				
	Salaries and Benefits	Total Expenditures			
	(Form 01, Objects 1000- 3999)	(Form 01, Objects 1000- 7499)	Ratio of Salaries and Benefits		
Fiscal Year	(Form MYP, Lines B1-B3)	(Form MYP, Lines B1-B8, B10)	to Total Expenditures	Status	
Budget Year (2023-24)	1,552,374.18	7,299,940.18	21.3%	Met	
1st Subsequent Year (2024-25)	1,560,723.74	7,601,178.74	20.5%	Met	
2nd Subsequent Year (2025-26)	1,562,236.74	7,668,281.74	20.4%	Met	

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

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

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

#### Explanation:

(required if NOT met)

#### 6 CRITERION: Other Revenues and Expenditures

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

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

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

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. JPA's Change in Funding Level	-29.98%	30.60%	1.46%
2. JPA's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-39.98% to -19.98%	20.60% to 40.60%	-8.54% to 11.46%
<ol> <li>JPA's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):</li> </ol>	-34.98% to -24.98%	25.60% to 35.60%	-3.54% to 6.46%

#### 2023-24 Budget, July 1 General Fund Joint Powers Agency (JPA) Criteria and Standards Review

Yes

No

Yes

Yes

No

Yes

Yes

No

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

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

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

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299)	(Form MYP, Line A2)		
First Prior Year (2022-23)	801,845	00	
Budget Year (2023-24)	29,955	00 -96.26%	Yes
1st Subsequent Year (2024-25)	29,955	00 0.00%	Yes
2nd Subsequent Year (2025-26)	29,955	00 0.00%	No
Explanation: (required if yes)	From 22-23 to 23-24 there is a change outside explanation ra shifted from SELPA to LEAs from 22-23 to 23-24.	nge because \$754,119 in Federal Mental	Health revenue is being

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

First Prior Year (2022-23)

Budget Year (2023-24)

1st Subsequent Year (2024-25)

2nd Subsequent Year (2025-26)

Explanation:

(required if yes)

(required if yes)

 7,257,241.00
 1.54%
 No

 Due to the proposed Trailer Bill Language for the "SELPA Administrative Fee Cap" and declining ADA, the amount of State AB602
 Funding that can be retained in Fund 01 of the JPA is reduced. The current plan is to use 22-23 Ending Fund Balance to make up the difference. This language is currently only indicating 2023-24 in the proposed legislation. The reduction is removed for 24-25. If the language continues into 24-25, SELPA will have to determine what expenditures to cut or whether they will be funded from another source.

-21.28%

32.77%

-40.72%

0.00%

0.00%

6,838,390.00

5,383,074.00

7,147,370.00

593,336.00

351,740.00

351,740.00

351,740.00

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

First Prior Year (2022-23)

Budget Year (2023-24)

1st Subsequent Year (2024-25)

2nd Subsequent Year (2025-26)

Explanation:

1 FTE BCBA was reduced. This employee was primarily funded by contracting out to an LEA. SBCSELPA will no longer receive the funding for this employee, so the amount has decreased accordingly.

Books and Supplies (Fund 01, Objects 4000-49				
First Prior Year (2022-23)		203,270.00		
Budget Year (2023-24)		198,908.00	-2.15%	
1st Subsequent Year (2024-25)		199,816.00	0.46%	
2nd Subsequent Year (2025-26)		200,608.00	0.40%	
Explanation:	Costs have not changed along w	ith revenue changes due to "SEL	.PA Administrative Fee Cap" adjustme	ents.
(required if yes)				

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

Pool

First Prior Year (2022-23)		2,623,521.84					
Budget Year (2023-24)		3,357,491.00	27.98%	Yes			
1st Subsequent Year (2024-25)		3,649,475.00	8.70%	Yes			
2nd Subsequent Year (2025-26)		3,714,273.00	1.78%	No			
Explanation:	Costs have not changed along with revenue changes due to "SELPA Administrative Fee Cap" adjustments. Also prior ending fun balance is being used to apply to 23-24 NPS Placements due to SELPA Administrative Fee Cap revenue shortfall. Additional itemization of some changes include: 22-23 Estimated Actuals were decreased by \$1.26 million, for unused Non-Public School Placement funds. For 23-24 \$1 million dollars was restored to the NPS Pool. +\$300,000 for WRAP services (Includes 2 new						
(required if yes)	positions). +\$31k increase for PD/CPI recertification training\$300,000 in 1x EFB legal allocation to districts, -\$192k due to 1x Alternate Dispute Resolution expenses\$10k for contracted Graduate Student Researchers 24-25 +\$250,000 for restoring NP						

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

DATA ENTRY: All data are extracted or calculated.

Amount	Over Previous Year	Chature .
		Status
8,233,571.00		
5,764,769.00	-29.98%	Met
7,529,065.00	30.60%	Not Met
7,638,936.00	1.46%	Not Met
÷:-		
	5,764,769.00 7,529,065.00	5,764,769.00         -29.98%           7,529,065.00         30.60%           7,638,936.00         1.46%

Total Books and Supplies, and Services and Other Operating Expenditures (Section 6B)				
First Prior Year (2022-23)	2,826,791.84			
Budget Year (2023-24)	3,556,399.00	25.81%	Not Met	
1st Subsequent Year (2024-25)	3,849,291.00	8.24%	Not Met	
2nd Subsequent Year (2025-26)	3,914,881.00	1.70%	Not Met	

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

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

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

Explanation: Federal Revenue	From 22-23 to 23-24 there is a change outside explanation range because \$754,119 in Federal Mental Health revenue is being shifted from SELPA to LEAs from 22-23 to 23-24.
(linked from 6B if NOT met)	
	ų
Explanation:	Due to the proposed Trailer Bill Language for the "SELPA Administrative Fee Cap" and declining ADA, the amount of State AB602 Funding that can be retained in Fund 01 of the JPA is reduced. The current plan is to use 22-23 Ending Fund Balance
Other State Revenue	to make up the difference. This language is currently only indicating 2023-24 in the proposed legislation. The reduction is
(linked from 6B if NOT met)	removed for 24-25. If the language continues into 24-25, SELPA will have to determine what expenditures to cut or whether they will be funded from another source.
Explanation:	1 FTE BCBA was reduced. This employee was primarily funded by contracting out to an LEA. SBCSELPA will no longer
Other Local Revenue	receive the funding for this employee, so the amount has decreased accordingly.
(linked from 6B if NOT met)	

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

Explanation:	Costs have not changed along with revenue changes due to "SELPA Administrative Fee Cap" adjustments.
Books and Supplies	
(linked from 6B if NOT met)	
Explanation:	Costs have not changed along with revenue changes due to "SELPA Administrative Fee Cap" adjustments. Also prior ending fund balance is being used to apply to 23-24 NPS Placements due to SELPA Administrative Fee Cap revenue shortfall.
Services and Other Exps	Additional itemization of some changes include: 22-23 Estimated Actuals were decreased by \$1.26 million, for unused Non- Public School Placement funds. For 23-24 \$1 million dollars was restored to the NPS Pool. +\$300,000 for WRAP services (Includes 2 new positions). +\$31k increase for PD/CPI recertification training\$300,000 in 1x EFB legal allocation to districts,
(linked from 6B if NOT met)	-\$192k due to 1x Alternate Dispute Resolution expenses, -\$100k for contracted Graduate Student Researchers 24-25 +\$250,000 for restoring NPS Pool

#### 7. CRITERION: Facilities Maintenance

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

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

This criterion is not checked for JPAs

#### 8. CRITERION: Deficit Spending

STANDARD: Deficit spending (total expenditures and other financing uses is greater than total revenues and other financing sources) as a percentage of total expenditures and other financing uses, has not exceeded one-third of the JPA's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal y ears:

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

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year	Second Prior Year	First Prior Year
		(2020-21)	(2021-22)	(2022-23)
1.	JPA's Available Reserve Amounts			
	a. Stabilization Arrangements			
	(Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties			
	(Funds 01 and 17, Object 9789)	0.00	0.00	0.00
	c. Unassigned/Unappropriated			
	(Funds 01 and 17, Object 9790)	143,623.39	235,324.74	410,143.74
	d. Negative General Fund Ending Balances in Restricted		×	
	Resources (Fund 01, Object 979Z, if negative, for each of			
	resources 2000-9999)	0.00	0.00	0.00
	e. Available Reserves (Lines 1a through 1d)	143,623.39	235,324.74	410,143.74
2.	JPA's Total Expenditures and Other Financing Uses			
	a. JPA's Total Expenditures and Other Financing Uses			
	(Criterion 8B)	6,416,922.28	7,067,091.19	9,961,415.72
	b. Plus: Special Education Pass-through Funds			-
	(Not applicable for JPAs)	N/A	N/A	N/A
	c. Total Expenditures and Other Financing Uses		-	
	(Line 2a plus Line 2b)	6,416,922.28	7,067,091.19	9,961,415.72
3.	JPA's Available Reserve Percentage			
	(Line 1e divided by Line 2c)	2.2%	3.3%	4.1%
	JPA's Deficit Spending Standard Percentage Levels			

.7%

icit Spending Standard Percentage Leve

(Line 3 times 1/3):

<sup>1</sup>Available reserves are the amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special

1.1%

Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

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

Reserve

1.4%

#### 8B. Calculating the JPA's Deficit Spending Percentages

DATA ENTRY:	All	data are	extracted or	calculated.

	Net Change in	Total Expenditures	Deficit Spending Level	
	Fund Balance	and Other Financing Uses	(If Net Change in Fund	
Fiscal Year	(Form 01, Section E)	(Form 01, Objects 1000- 7999)	Balance is negative, else N/A)	Status
Third Prior Year (2020-21)	347,501.04	6,416,922.28	N/A	Met
Second Prior Year (2021-22)	(261,833.48)	7,067,091.19	3.7%	Not Met
First Prior Year (2022-23)	(1,727,844.72)	9,961,415.72	17.3%	Not Met
Budget Year (2023-24) (Information only)	(1,535,171.18)	7,299,940.18		

#### 8C. Comparison of JPA Deficit Spending to the Standard

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

1a. STANDARD NOT MET - Deficit spending has exceeded the standard percentage levels for two or more of the previous three fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing both the unrestricted and restricted budgets, and what changes, if any, will be made to ensure that the subsequent budgets are balanced within the standard.

Explanation:	It appears that SELPA is deficit spending in 22-23, when in fact, SELPA has used prior year Ending Fund Balance monies per our JPA Board's direction to establish one-time only allocations and payments in FY 22-23. Board approved one-time allocations included in Estimated Actuals are \$300,000 for legal fees, \$723,667 of regular Special Education balance to LEAs
(required if NOT met)	and a \$1,652,020 pay men! of Mental Health balance back to districts. Additionally, \$177,686 1x ADR funding based and additional smaller one-time carry overs. For 2023-2024 SELPA is deficit spending due to the 2023-2024 SELPA Administrative Fee cap as proposed in the May Revise Trailer Bill Language. The plan is to use 22-23 ending fund balance to cover the deficit spending

0.0

1.7%

#### 9. CRITERION: Fund Balance

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

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

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

JPA ADA (Criterion 10):

JPA's Fund Balance Standard Percentage Level:

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

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

	General Fund Beginning Balance <sup>2</sup>		Beginning Fund Balance	
	(Form 01,	Line F1e)	Variance Level	
Fiscal Year	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	Status
Third Prior Year (2020-21)	2,807,444.00	4,006,239.78	N/A	Met
Second Prior Year (2021-22)	2,747,051.72	4,353,740.82	N/A	Met
First Prior Year (2022-23)	3,533,524.87	4,487,244.34	N/A	Met
Budget Year (2023-24) (Information only)	2,759,399.62			

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

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

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

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

Explanation:

(required if NOT met)

#### 10. CRITERION: Reserves

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

Percentage Level		JPA ADA	
5% or \$80,000 (greater of)	0	to 300	
4% or \$80,000 (greater of)	301	to 1,000	
3%	1,001	to 30,000	
2%	30,001	to 400,000	
1%	400,001	and over	

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

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238.02) and then rounded to the nearest thousand.

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

	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2023-24)	(2024-25)	(2025-26)
"JPA ADA (Form MYP, Line F1, if available;"&vbcrlf&" else defaults to zero and may be overwritten):"	0.00	0.00	0.00
JPA's Reserve Standard Percentage Level:	5.0%	5.0%	5.0%

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

Special education pass-through exclusions are not applicable for JPAs

#### 10B. Calculating the JPA's Reserve Standard

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

		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)
1.	Total Expenditures and Other Financing Uses			
	(Criterion 8B) (Form MYP, Line B11)	7,299,940.18	7,601,178.74	7,668,281.74
2.	Less: Special Education Pass-through			
	(Not applicable for JPAs)	N/A	N/A	N/A
3.	Net Expenditures and Other Financing Uses			
	(Line B1 minus Line B2)	7,299,940.18	7,601,178.74	7,668,281.74
4.	Reserve Standard Percentage Level	5.0%	5.0%	5.0%
5.	Reserve Standard - by Percent			
	(Line B3 times Line B4)	364,997.01	380,058.94	383,414.09
6.	Reserve Standard - by Amount			
	(\$80,000 for JPAs with 0 to 1,000 ADA, else 0)	80,000.00	80,000.00	80,000.00
7.	JPA's Reserve Standard			
	(Greater of Line B5 or Line B6)	364,997.01	380,058.94	383,414.09

#### 10C. Calculating the JPA's Budgeted Reserve Amount

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

		Budget Year	1st Subsequent Year	2nd Subsequent Year
Reserve A	mounts	(2023-24)	(2024-25)	(2025-26)
1.	General Fund - Stabilization Arrangements			
	(Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2.	General Fund - Reserve for Economic Uncertainties			
	(Fund 01, Object 9789) (Form MYP, Line E1b)	0.00	0.00	150,000.00
3.	General Fund - Unassigned/Unappropriated Amount			
	(Fund 01, Object 9790) (Form MYP, Line E1c)	454,196.74	229,196.70	(145,804.04)
4.	General Fund - Negative Ending Balances in Restricted Resources			
	(Fund 01, Object 979Z, if negative, for each of resources 2000-9999)			
	(Form MYP, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements			
	(Fund 17, Object 9750) (Form MYP, Line E2a)	0.00	0.00	0.00
6.	Special Reserve Fund - Reserve for Economic Uncertainties		2	-
	(Fund 17, Object 9789) (Form MYP, Line E2b)	0.00	0.00	0.00
7.	Special Reserve Fund - Unassigned/Unappropriated Amount			-
	(Fund 17, Object 9790) (Form MYP, Line E2c)	0.00	0.00	0.00
8.	JPA's Budgeted Reserve Amount			
	(Lines C1 thru C7)	454,196.74	229,196.70	4,195.96
9.	JPA's Budgeted Reserve Percentage (Information only)			
	(Line 8 divided by Section 10B, Line 3)	6.22%	3.02%	.05%
	JPA's Reserve Standard			
	(Section 10B, Line 7):	364,997.01	380,058.94	383,414.09
	Status:	Met	Not Met	Not Met

### 10D. Comparison of JPA Reserve Amount to the Standard

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

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

Explanation:

(required if NOT met)

SELPA meets all required reserve calculations. The SACS software does not recognize revenue in Resource 6500 as being available for reserves even though most of SELPA funding is in the 6500 Resource.

2023-24 Budget, July 1 General Fund Joint Powers Agency (JPA) Criteria and Standards Review

SUPPLEN	IENTAL INFORMATION	
	RY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.	
Ditit		
S1.	Contingent Liabilities	
1a.	Does your JPA have any known or contingent liabilities (e.g., financial or program audits, litigation,	
	state compliance reviews) that may impact the budget?	No
1b.	If Yes, identify the liabilities and how they may impact the budget:	
S2.	Use of One-time Revenues for Ongoing Expenditures	
1a.	Does your JPA have ongoing general fund expenditures in the budget in excess of one percent of	
	the total general fund expenditures that are funded with one-time resources?	No
1b.	If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the fol	lowing fiscal years:
10.		iowing riscal years.
S3.	Use of Ongoing Revenues for One-time Expenditures	
1a.	Does your JPA have large non-recurring general fund expenditures that are funded with ongoing	
	general fund revenues?	No
1b.	If Yes, identify the expenditures:	
	4	
S4.	Contingent Revenues	
1a.	Does your JPA have projected revenues for the budget year and/or two subsequent fiscal years	
	contingent on reauthorization by the local government, special legislation, or other definitive act	
	(e.g., parcel taxes, forest reserves)?	No
1b.	If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures r	educed:
S5.	Contributions	
	Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year a Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Expl	
	contributions are ongoing or one-time in nature.	
		and two subservent firms'
	Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget ye years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent.	
	transfers are ongoing or one-time in nature.	
	Estimate the impact of any capital projects on the general fund operational budget.	

JPA's Contributions and Transfers Standard:

-10% to +10% or -\$20,000 to +\$20,000

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

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

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status				
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-	1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)							
This item is not applicable for JPAs.								
1b. Transfers In, General Fund *								
First Prior Year (2022-23)	0.00							
Budget Year (2023-24)	0.00	0.00	0.0%	Met				
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	Met				
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	Met				
1c. Transfers Out, General Fund *	to Transfer Oct Connel Fund t							
First Prior Year (2022-23)	0.00							
Budget Year (2023-24)	0.00	0.00	0.0%	Met				
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	Met				
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	Met				
1d. Impact of Capital Projects								

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

No

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

S5B. Sta	S5B. Status of the JPA's Projected Contributions, Transfers, and Capital Projects				
DATA EN	NTRY: Enter an explanation if Not Met for items 1	o-1c or if Yes for item 1d.		,	
1a.	This item is not applicable for JPAs.				
1b.	MET - Projected transfers in have not changed	by more than the standard for th	e budget and two subsequent fiscal	years.	
	Explanation:				
	(required if NOT met)				
1c.	MET - Projected transfers out have not change	d by more than the standard for t	he budget and two subsequent fisc	al years.	
	Explanation:				
	(required if NOT met)				
1d.	NO - There are no capital projects that may imp	bact the general fund operational	budget.	J	
	Project Information:				
	(required if YES)				
		1. 1.			
		8			
		2			
S6.	Long-term Commitments				
	Identify all existing and new multiyear commitr	nents <sup>1</sup> and their annual required p	ayment for the budget year and two	o subsequent fiscal years.	
	Explain how any increase in annual payments w multiyear commitments, multiyear debt agreen			ed to pay long-term commitments will be replaced. 1 Include ons.	
S6A. Ide	entification of the JPA's Long-term Commitme	nts			
	NTRY: Click the appropriate button in item 1 and e	nter data in all columns of item 2	for applicable long-term commitme	nts; there are no extractions in this section.	
1.	Does your JPA have long-term (multiyear) con	imitments?		1	
	(If No, skip item 2 and Sections S6B and S6C)		No		

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

#### 2023-24 Budget, July 1 General Fund Joint Powers Agency (JPA) Criteria and Standards Review

	# of Years	SACS Fund and Object Codes Used For:		Principal Balance
Type of Commitment	Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	as of July 1, 2023
Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB)

TOTAL:				0

Type of Commitment (continued)	First Prior Year (2022-23) Annual Payment (P & I)	Budget Year (2023-24) Annual Payment (P & I)	1st Subsequent Year (2024-25) Annual Payment (P & I)	2nd Subsequent Year (2025-26) Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Has total annual payment increased over prior year (2022-23)?		No	No	No
Total Annual Payments:	0	0	0	0

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

DATA ENTRY: Enter an explanation if Yes.

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

#### Explanation:

(required if Yes to increase in total

annual payments)

2

#### 2023-24 Budget, July 1 General Fund Joint Powers Agency (JPA) Criteria and Standards Review

S6C. Ide	6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments						
DATA EN	TA ENTRY: Click the appropriate Yes or No button in Item 1; If Yes, an explanation is required in Item 2.						
1.	1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?						
		N/A					
2.	No - Funding sources will not decrease or expire p	the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.					
	Explanation:						
	(required if Yes)						
S7.	Unfunded Liabilities						

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

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

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

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

1	Does your JPA provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)	Νο	
2.	For the JPA's OPEB: a. Are they lifetime benefits?	No	
	b. Do benefits continue past age 65?	No	1

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

3	a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?		
	b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or	Self-Insurance Fund	Gov ernmental Fund
	gov emmental fund		
4	OPEB Liabilities		
	a. Total OPEB liability		
	b. OPEB plan(s) fiduciary net position (if applicable)		
	c. Total/Net OPEB liability (Line 4a minus Line 4b)	0.00	
	d. Is total OPEB liability based on the JPA's estimate		
	or an actuarial valuation?		
	e. If based on an actuarial valuation, indicate the measurement date		
	of the OPEB valuation		

		Budget Year	1st Subsequent Year	2nd Subsequent Year
5	OPEB Contributions	(2023-24)	(2024-25)	(2025-26)
	<ul> <li>a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method</li> </ul>			
	b. OPEB amount contributed (for this purpose, include premiums paid to a self- insurance fund) (funds 01-70, objects 3701-3752)	0.00		
	c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)			
	d. Number of retirees receiving OPEB benefits			

#### 42 40378 0000000 Form 01CS E8BMU7RSNS(2023-24)

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

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

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

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

4 Self-Insurance Contributions

a. Accrued liability for self-insurance programsb. Unfunded liability for self-insurance programs

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

5	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
		-	

#### S8. Status of Labor Agreements

Self-Insurance Liabilities

3

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

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

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

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



Santa	Barbara	County	SELPA	JPA
Santa	Barbara	County		

S8A. Cos	S8A. Cost Analysis of JPA's Labor Agreements - Certificated (Non-management) Employees						
DAIAEN	TRY: Enter all applicable data items; there are no						
		Prior Year (2nd Interim)	Budget Year	1st Subsequent Year	2nd Subsequent Year		
		(2022-23)	(2023-24)	(2024-25)	(2025-26)		
	f certificated (non-management) full - time - t(FTE) positions	.6	3	.6 .6	.6		
Certificated (Non-management) Salary and Benefit Ne		otiations					
1.	Are salary and benefit negotiations settled for	the budget year?		N/A	<b>\</b>		
		If Yes, and the corresponding public been filed with the COE, complete q If Yes, and the corresponding public	uestion 2.				
		not been filed with the COE, comple					
		If No, identify the unsettled negotia	tions including any prior year u	insettled negotiations and then con	plete questions 5 and 6.		
		If n/a, skip to Section S8B.					
	ons Settled						
2.	Per Government Code Section 3547.5(a), date	of public					
	disclosure board meeting:						
3.	Period covered by the agreement:	Begin Date:		End Date:			
4.	Salary settlement:		Budget Year	1st Subsequent Year	2nd Subsequent Year		
			(2023-24)	(2024-25)	(2025-26)		
	Is the cost of salary settlement included in the	e budget and multiyear	-				
	projections (MYPs)?						
		One Year Agreement	h-				
		Total cost of salary settlement					
		% change in salary schedule from prior year			,		
		or					
		Multiyear Agreement					
		Total cost of salary settlement					
		% change in salary schedule from prior year (may enter text, such as "Reopener")	_				
		Identify the source of funding that w	vill be used to support multiyea	ar salary commitments:			
	4						

Santa Barbara County SELPA JPA Santa Barbara County

#### 2023-24 Budget, July 1 General Fund Joint Powers Agency (JPA) Criteria and Standards Review

#### Negotiations Not Settled

5. Cost of a one percent increase in salary and statutory benefits Budget Year 1st Subsequent Year 2nd Subsequent Year (2023-24) (2025-26) (2024-25) 6. Amount included for any tentative salary schedule increases Budget Year 1st Subsequent Year 2nd Subsequent Year Certificated (Non-management) Health and Welfare (H&W) Benefits (2023-24) (2024-25) (2025-26) 1. Are costs of H&W benefit changes included in the budget and MYPs? 2. Total cost of H&W benefits 3. Percent of H&W cost paid by employer 4. Percent projected change in H&W cost ov er prior y ear Certificated (Non-management) Prior Year Settlements Are any new costs from prior year settlements included in the budget? If Yes, amount of new costs included in the budget and MYPs If Yes, explain the nature of the new costs: Budget Year 1st Subsequent Year 2nd Subsequent Year Certificated (Non-management) Step and Column Adjustments (2023-24) (2024-25) (2025-26) 1. Are step & column adjustments included in the budget and MYPs? 2. Cost of step & column adjustments 3 Percent change in step & column over prior year Budget Year 1st Subsequent Year 2nd Subsequent Year (2025-26) Certificated (Non-management) Attrition (layoffs and retirements) (2023-24) (2024-25) Are savings from attrition included in the budget and MYPs? 1. Are additional H&W benefits for those laid-off or retired employees included in 2. the budget and MYPs?

#### Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cos	t Analysis of JPA's Labor Agreements - Clas	ssified (Non-management) Employe	es								
DATA ENT	RY: Enter all applicable data items; there are n	o extractions in this section.									
		Dries Vees (2nd Interim)	Budget Veer	1at Subaguant Vaar	and Subsequent Veer						
		Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)						
Number of	classified (non-management) FTE positions	6.325		1	5.25						
		0.325		5.25	5.25						
Classified	l (Non-management) Salary and Benefit Neg	otiations									
1.	Are salary and benefit negotiations settled fo	r the budget year?		N/A							
		If Yes, and the corresponding public been filed with the COE, complete of									
		If Yes, and the corresponding public not been filed with the COE, comple									
		If No, identify the unsettled negotia	ations including any prior year ur	nsettled negotiations and then corr	plete questions 5 and 6.						
	If n/a, skip to Section S8C.										
Negotiatio	ns Settled										
2.	Per Government Code Section 3547.5(a), dat	e of public disclosure									
	board meeting:		[								
		r									
3.	Period covered by the agreement:	Begin Date:		End Date:							
4.	Salary settlement:		Budget Year	1st Subsequent Year	2nd Subsequent Year						
			(2023-24)	(2024-25)	(2025-26)						
	Is the cost of salary settlement included in th	e budget and multiyear	r	1	1						
	projections (MYPs)?										
		One Year Agreement									
		Total cost of salary settlement									
		% change in salary schedule from prior y ear									
		or	L	_							
		Multiyear Agreement									
		Total cost of salary settlement									
		% change in salary schedule from prior year (may enter text, such as "Reopener")									
		Identify the source of funding that will be used to support multiyear salary commitments:									
Negotiatio	ns Not Settled										
5.	Cost of a one percent increase in salary and	statutory benefits									
			Budget Year	1st Subsequent Year	2nd Subsequent Year						
			(2023-24)	(2024-25)	(2025-26)						
6.	Amount included for any tentative salary sch	edule increases									

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	bara County SELPA JPA bara County Joint Powers	2023-24 Budget, July 1 General Fund Agency (JPA) Criteria and Standards Review		42 40378 000000 Form 01C E8BMU7RSNS(2023-24
		Budget Year	1st Subsequent Year	2nd Subsequent Year
Classifie	ed (Non-management) Health and Welfare (H&W) Benefits	(2023-24)	(2024-25)	(2025-26)
1.	Are costs of H&W benefit changes included in the budget and MY	/Ps?		
2.	Total cost of H&W benefits			
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year			
Classifie	ed (Non-management) Prior Year Settlements			
Are any r	new costs from prior year settlements included in the budget?		]	
	If Yes, amount of new costs included in the budget and MYPs			
	If Yes, explain the nature of the new costs:			
Classifie	ed (Non-management) Step and Column Adjustments	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are step & column adjustments included in the budget and MYPs'	?		
2.	Cost of step & column adjustments			
3.	Percent change in step & column over prior year	-		
		Budget Year	1st Subsequent Year	2nd Subsequent Year
Classifie	ed (Non-management) Attrition (layoffs and retirements)	(2023-24)	(2024-25)	(2025-26)
1.	Are savings from attrition included in the budget and MYPs?			
2.	Are additional H&W benefits for those laid-off or retired employed the budget and MYPs?	es included in		
Classifie	ed (Non-management) - Other			

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

#### 2023-24 Budget, July 1 General Fund Joint Powers Agency (JPA) Criteria and Standards Review

(2022-23)       (2023-24)       (2024-25)       (20         Number of management, supervisor, and confidential       4       4       4       4         Salary and Benefit Negotiations       If Yes, complete question 2.       N/A       N/A       1         If Yes, complete question 2.       If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions       N/A       1         Repotiations Settled       If n/a, skip the remainder of Section S8C.       N/A       2023-24)       (2024-25)       (20         Negotiations Not Settled       If n/a, skip the remainder of Section S8C.       If Subsequent Year       2nd	equent Year 125-26)
(2022-23)       (2023-24)       (2024-25)       (20         Number of management, supervisor, and confidential       4       4       4         Management/Supervisor/Confidential       Salary and Benefit Negotiations       N/A       N/A         1.       Are salary and benefit negotiations settled for the budget year?       N/A       N/A         If Yes, complete question 2.       If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions         If n/a, skip the remainder of Section S8C.         Negotiations Settled       2.         2.       Salary settlement:       Budget Year         1s the cost of salary settlement included in the budget and multiyear       projections (MYPa)?         Total cost of salary settlement       2.         Settled       .         3.       Cost of a one percent increase in salary and statutory benefits       .         Budget Year       1st Subsequent Year       2nd Subs         (2023-24)       (2024-25)       (20         4.       Amount included for any tentative salary schedule increases       .       .	
Number of management, supervisor, and confidential       4       4       4         FTE positions       4       4       4         Management/Supervisor/Confidential       Salary and Benefit Negotiations       N/A       N/A         If Yes, complete question 2.       If Yes, complete question 2.       N/A       N/A         If No., identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions       If No., identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions         Repotiations Settled       If n/a, skip the remainder of Section S8C.         Repotiations Settled       (2023-24)       (2024-25)       (20         Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?       Total cost of salary settlement % change in salary schedule from prior year (may enter text, such as 'Reopener')       Image: Subsequent Year       2nd Subsequent Year	25-26)
FTE positions       4       4       4         Management/Supervisor/Confidential         Salary and Benefit Negotiations       If Yes, complete question 2.         If Yes, complete question 2.       If Yes, complete question 2.         If No, identify the unsettled negotiations and then complete questions         If n/a, skip the remainder of Section S8C.         Negotiations Settled         2.       Salary settlement:         Budget Year       1st Subsequent Year         projections (MYPs)?         Total cost of salary settlement         % change in salary sochedule         such as Reopener)         Negotiations Not Settled         3.       Cost of a one percent increase in salary and statutory benefits         Budget Year       1st Subsequent Year         2.       Salary settlement         % change in salary sochedule       Image: Settled         3.       Cost of a one percent increase in salary and statutory benefits       Image: Settled         4.       Amount included for any tentative salary schedule increases       Image: Settled increase	
PTE positions         Management/Supervisor/Confidential         Salary and Benefit Negotiations         1. Are salary and benefit negotiations settled for the budget year?         If Yes, complete question 2.         If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions         If n/a, skip the remainder of Section S8C.         Negotiations Settled         2. Salary settlement:       Budget Year         Is the cost of salary settlement included in the budget and multiyear         projections (MYPs)?         Total cost of salary settlement         % change in salary soldewite         ycoptiations Not Settled         3. Cost of a one percent increase in salary and statutory benefits         Budget Year       1st Subsequent Year         2. Solary settlemet         % change in salary settlement         Budget Year </td <td></td>	
Salary and Benefit Negotiations       N/A         1. Are salary and benefit negotiations settled for the budget year?       N/A         If Yes, complete question 2.       If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions         If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions         If n/a, skip the remainder of Section S8C.         Negotiations Settled         2. Salary settlement:       Budget Year       1st Subsequent Year       2nd Subs         projections (MYPs)?         Total cost of salary settlement         % change in salary schedule from prior year (may enter text, such as TReopener')         Negotiations Not Settled         3. Cost of a one percent increase in salary and statutory benefits         Budget Year       1st Subsequent Year       2nd Subs         (2023-24)       (2024-25)       (20         4. Amount included for any tentative salary schedule increases       [2023-24)       (2024-25)       (20	
1. Are salary and benefit negotiations settled for the budget year?       N/A         If Yes, complete question 2.       If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions         If n/a, skip the remainder of Section S8C.         Negotiations Settled         2. Salary settlement:       Budget Year       1st Subsequent Year       2nd Subsequent Year	
If Yes, complete question 2. If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions If n/a, skip the remainder of Section S8C. Negotiations Settled 2. Salary settlement: Budget Year 1st Subsequent Year 2nd Subservice (2023-24) (2024-25) (20 Is the cost of salary settlement included in the budget and multiyear projections (MYPs)? Total cost of salary settlement % change in salary schedule from prior year (may enter text, such as "Reopener") Negotiations Not Settled 3. Cost of a one percent increase in salary and statutory benefits Budget Year 1st Subsequent Year 2nd Subse (2023-24) (2024-25) (20 4. Amount included for any tentative salary schedule increases	
If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: If n/a, skip the remainder of Section S8C.  Negotiations Settled  Salary settlement: Negotiations (MYPs)?  Total cost of salary settlement % change in salary schedule from prior year (may enter text, such as "Reopener")  Negotiations Not Settled  Salary settlement included for any tentative salary schedule increases  If n/a, skip the remainder of Section S8C.  If n/a, skip the remainder of Section S8C.  Negotiations (MYPs)?  Salary settlement: Negotiations Not Settled  Amount included for any tentative salary schedule increases  If n/a, skip the remainder of Section S8C.  If n/a, skip the remainder of Section Section Section Section Section Section Section Section	
If n/a, skip the remainder of Section S8C.         Negotiations Settled         2. Salary settlement:       Budget Year         1st Subsequent Year       2nd Subs         (2023-24)       (2024-25)         (2024-25)       (20         Is the cost of salary settlement included in the budget and multiyear       (2023-24)         projections (MYPs)?       Image: Cost of salary settlement         % change in salary schedule       from prior year (may enter text, such as "Reopener")         Negotiations Not Settled       Image: Cost of a one percent increase in salary and statutory benefits         Budget Year       1st Subsequent Year         2. Cost of a one percent increase in salary and statutory benefits       Image: Cost of a one percent increase in salary schedule increases         4. Amount included for any tentative salary schedule increases       Image: Cost of a one percent increase	
Negotiations Settled       Budget Year       1st Subsequent Year       2nd Subsequent Year	3 and 4.
Negotiations Settled       Budget Year       1st Subsequent Year       2nd Subsequent Year	
Negotiations Settled       Budget Year       1st Subsequent Year       2nd Subsequent Year	
Negotiations Settled       Budget Year       1st Subsequent Year       2nd Subsequent Year	
Negotiations Settled       Budget Year       1st Subsequent Year       2nd Subsequent Year	
2. Salary settlement:       Budget Year       1st Subsequent Year       2nd Subs         (2023-24)       (2024-25)       (2024-25)       (2024-25)         Is the cost of salary settlement included in the budget and multiyear	
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?       (2023-24)       (2024-25)       (2024-25)         Total cost of salary settlement % change in salary schedule from prior year (may enter text, such as "Reopener")       1       1       1         Negotiations Not Settled       1       1       1       1       1         3. Cost of a one percent increase in salary and statutory benefits       1       1       1       1         Budget Year       1st Subsequent Year       2nd Subs       (2023-24)       (2024-25)       (202         4. Amount included for any tentative salary schedule increases       1       1       1       1	equent Vear
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)? Total cost of salary settlement % change in salary schedule from prior year (may enter text, such as "Reopener") Negotiations Not Settled 3. Cost of a one percent increase in salary and statutory benefits Budget Year 1st Subsequent Year 2nd Subs (2023-24) (2024-25) (2014) 4. Amount included for any tentative salary schedule increases	25-26)
projections (MYPs)?       Include of a salary settlement         Mediations Not Settled       Mediations Not Settled         3.       Cost of a one percent increase in salary and statutory benefits         Budget Year       1st Subsequent Year         2023-24)       (2024-25)         4.       Amount included for any tentative salary schedule increases	23-20)
Total cost of salary settlement % change in salary schedule from prior year (may enter text, such as "Reopener")       Image: Cost of a one percent increase in salary and statutory benefits         3.       Cost of a one percent increase in salary and statutory benefits       Image: Cost of a one percent increase in salary and statutory benefits         4.       Amount included for any tentative salary schedule increases       Image: Cost of a one percent increase	
% change in salary schedule from prior year (may enter text, such as "Reopener")       Image: Construction of the second of the se	
from prior year (may enter text, such as "Reopener")       Image: Constant of a one percent increase in salary and statutory benefits         3. Cost of a one percent increase in salary and statutory benefits       Image: Constant of a one percent increase in salary and statutory benefits         4. Amount included for any tentative salary schedule increases       Image: Constant of a one percent increase	
3. Cost of a one percent increase in salary and statutory benefits       Budget Year       1st Subsequent Year       2nd Subs         4. Amount included for any tentative salary schedule increases       (2023-24)       (2024-25)       (2024-25)	
Budget Year 1st Subsequent Year 2nd Subs (2023-24) (2024-25) (2025-25) (2025	
4. Amount included for any tentative salary schedule increases (2023-24) (2024-25) (2024-25)	
4. Amount included for any tentative salary schedule increases	equent Year
	25-26)
	oquant Vaar
	equent Year
Health and Welfare (H&W) Benefits         (2023-24)         (2024-25)         (2024-25)	25-26)
1. Are costs of H&W benefit changes included in the budget and MYPs?	
2. Total cost of H&W benefits	
3. Percent of H&W cost paid by employer	
4. Percent projected change in H&W cost over prior year	
	equent Year
Step and Column Adjustments         (2023-24)         (2024-25)         (2024-25)	25-26)
1. Are step & column adjustments included in the budget and MYPs?	
2. Cost of step & column adjustments	
3. Percent change in step & column over prior year	
Management/Supervisor/Confidential Budget Year 1st Subsequent Year 2nd Subs	equent Year
	25-26)
	20-201
1. Are costs of other benefits included in the budget and MYPs?	
2. Total cost of other benefits	
3. Percent change in cost of other benefits over prior year	

#### 2023-24 Budget, July 1 General Fund Joint Powers Agency (JPA) Criteria and Standards Review

#### S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

This supplemental section is not checked for JPAs.

#### S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

This supplemental section is not checked for JPAs.

#### ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except items A3 and A4, which are not applicable for JPAs.

A1.	Do cash flow projections show that the JPA will en	nd the budget year with a		
	negative cash balance in the general fund?		No	
A2.	Is the system of personnel position control indepe	endent from the payroll system?		
			No	
A3.	Is enrollment decreasing in both the prior fiscal ye	ear and budget year? (Data from the		
	enrollment budget column of Criterion 2A are used	t to determine Yes or No)	N/A	
A4.	Are new charter schools operating in JPA boundar	ies that impact the JPA's		
	enrollment, either in the prior fiscal year or budget	year?	N/A	
A5.	Has the JPA entered into a bargaining agreement	where any of the budget		
	or subsequent years of the agreement would resu	It in salary increases that	No	
	are expected to exceed the projected state funder	d cost-of-living adjustment?	2	
A6.	Does the JPA provide uncapped (100% employer	paid) health benefits for current or		
	retired employees?		No	
A7.	Is the JPA's financial system independent of the	county office system?		
			No	
			i	
A8.	Does the JPA have any reports that indicate fisca			
	Code Section 42127.6(a)? (If Yes, provide copies	•	No	
A9.	Have there been personnel changes in the JPA di	rector or financial		
	official positions within the last 12 months?		No	
When prov	iding comments for additional fiscal indicators, pleas	se include the item number applicable to each comment.		
	Comments:			
	(optional)			

#### End of Joint Powers Agency Budget Criteria and Standards Review

## 23-24 Adopted Budget – Technical Review Checks

The SACS Technical Review Checks look at all the data that has been entered in the various SACS forms to make sure that it meets all requirements. The Technical Review Checks must show that all checks are completed before SACS reporting can be finalized.

The attached SACS Technical Review Checks shows all checks have been passed.

#### 42-40378-0000000

### Budget, July 1 Budget 2023-24 **Technical Review Checks** Phase - All Display - Exceptions Only

#### Santa Barbara County SELPA JPA

Santa Barbara County

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

F - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - <u>Warning/Warning with Calculation</u> (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

42-40378-0000000

Budget, July 1 Estimated Actuals 2022-23 **Technical Review Checks** Phase - All Display - Exceptions Only

#### Santa Barbara County SELPA JPA

Santa Barbara County

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

F - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - <u>Warning/Warning with Calculation</u> (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

# Santa Barbara County Special Education Local Plan Area

2023-2024

# **PROPOSED ADOPTED BUDGET**

## TABLE OF CONTENTS

Summary of Revenues and Balances	1
Summary of Expenditures by Object	2
Summary of Direct Costs by Program	3
Program Budgets (Detail)	
SELPA Administration and Support	4
Mental Health	5
Professional Development	6
Medical Therapy Units	7
Low Incidence Equipment, Materials and Services	8
MAA	9
Alternative Dispute Resolution	10
Transfers to Districts	11
Miscellaneous	12

			ADOPTED 2022-23	Ρ	ROJECTED 2022-23		ADOPTED 2023-24	
	BEGINNING BALANCE ADJUSTMENTS	\$ \$	3,533,524 (124,230)		4,091,908 395,337	\$ \$	2,759,402	
	ADJUSTED BEG. BALANCE	\$	3,409,294	φ \$	4,487,245		2,759,402	
	ADIOUTED DEC. DALANCE	Ψ	0,400,204	Ψ	+,+07,240	Ψ	2,100,402	
FEDE	RAL 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		13,785,851			
8287	FEDERAL 1X GRANT ARP	\$	-	\$	2,957,839		-	One-time Fund 10 passthrough
8287		\$	127,331	\$	127,331		127,332	
	FEDERAL IDEA/INFANT PRIOR YEAR	_		\$	7,090,758	\$	-	One-time Fund 10 passthrough
	TOTAL FEDERAL REVENUE	\$	13,703,497	\$	24,763,624	\$	13,943,138	
	E REVENUE AB 602 & INFANT ENTITLEMENT	¢	26 409 101	¢	29 700 027	¢	25 962 224	Revenue to LEAs decrease for SELPA MH Services
8311 8311	REVENUE LEAS REVENUE FOR MH SERVICES	\$ \$	36,498,101 1,304,373		38,700,027	э \$	35,863,321 2,850,710	Increased NPS Pool and WRAP & No MOU
8311	SELPA Admin Fee Cap	φ	1,304,373	φ	-	φ \$		Reduction due to May Revise Admin Fee Cap
8311	REVENUE SELPA	\$	1,358,395	¢	1,374,258		1,487,232	Reduction due to May Revise Admin Fee Cap
8311	STAFF DEVELOPMENT	φ \$	22,000		22,000		47,000	
8311	LOW INCIDENCE	φ \$	1,394,223		1,372,469		1,323,873	
8311	OUT OF HOME FUNDING (LCI)	φ \$	745,344		1,355,936		1,226,805	
8311	STAFF DEVELOPMENT K-12	φ \$	24,605		24,605		24,605	
8311	HOUSING	φ \$	74,388	\$	71,000		77,353	
8319	PRIOR YEAR ADJUSTMENTS	Ψ	74,000	\$	496,694	\$	11,000	
0010	Subtotal AB602	\$	41,437,292		43.416.989		41,203,822	
		Ť	,	·	-, -,	Ŷ	,200,022	
0507	STATE MH SELPA	¢		\$	1,918,855	¢		
8587	STATE MH DISTRICTS	\$	-	\$	2,490,221		-	State Mental Health removed - No MOU
8590	STATE MH SB-PIC	¢	40 570	\$	160,000		-	
8590	STRS-ON BEHALF	\$	42,573	\$	42,573	ф	42,573	
8590 8590		¢	404.000	\$	-	¢		
8590	STATE ADR 1X Subtotal Other State	- <del>0</del>	<u>124,230</u> 166,803	\$ \$	4,611,649	\$ \$	42,573	
	Subiolal Other State	φ	100,003	φ	4,011,049	φ	42,575	
	TOTAL STATE REVENUE	\$	41,604,095	\$	48,028,638	\$	41,246,395	
LOCA	AL REVENUE							
8699	OTHER LOCAL REVENUE	\$	508,745	\$	400,253	\$	326,740	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	\$	351,740	

TOTAL REVENUE	\$ 55,836,337	\$ 73,385,599	\$ 55,541,273
TOTAL EXPENDITURES	\$ 55,776,392	\$ 75,113,442	\$ 57,076,445
ENDING BALANCE	\$ 3,469,239	\$ 2,759,402	\$ 1,224,230
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	\$ 45,883
DESIGNATED SIPE REBATE	\$ 35,246	\$ 35,246	\$ 35,246
DESIGNATED LOW INCIDENCE			
DESIGNATED STAFF DEVELOPMENT		\$ 30,449	\$ 19,449
DESIGNATED ECONOMIC CONTINGENCIES 5% MI	\$ 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	\$ 1,025,578
REMAINING UNDESIGNATED	\$ 2,638,111	\$ 1,713,324	\$ 198,652

## SUMMARY OF EXPENDITURES BY OBJECT CLASSIFICATION

1900         AUDIOLOGIST         \$         61.436         \$         64.722         \$         64.1           TOTAL 1000         \$         357.689         \$         377.282         \$         377.3           2900         MENTAL HEALTH CLINICIANWRAP         \$         122.312         \$         211.769         \$         244.0           2900         CAINCAL SUPERVISION         \$         36.273         \$         27.6           2900         CAC /AT SPECIALIST         \$         124.604         \$         214.694         \$         144.9           2910         ACC/AT SPECIALIST         \$         124.683         \$         124.642         \$         144.6           2100         CLERICAL SALARIES         \$         120.482         \$         1865.27         \$         144.6           3200         MEDICARE & COADDI         \$         116.562         \$         113.074         \$         106.6           3300         MEDICARE & COADDI         \$         126.642         \$         163.2           3400         HEALTH & WELFARE         \$         148.132         \$         173.725         \$         163.2           3500         UNEMELOARE & COASDI         \$         5	OBJECT	DESCRIPTION		ADOPTED 2022-23		PROJECTED 2022-23		ADOPTED 2023-24
1900         AUDIOLOGIST         \$         61.436         \$         64.732         \$         64.732           TOTAL 1000         \$         357.889         \$         377.328         \$         317.6         \$         114.61         \$         114.62         \$         114.62         \$         114.64         \$         114.64         \$         114.62         \$         114.64         \$         114.62         \$         114.62         \$         114.64         \$         114.62         \$         114.62         \$         116.33         \$         166.62         \$         166.70         \$         163.33         \$         164.62         \$         166.70         \$         163.23         \$	SALARIES	AND BENEFITS						
TOTAL 1000         \$ 357,889 \$ 377,328 \$ 377,328 \$ 377,3           2900         MENTAL HEALTH CLINCIANWRAP \$ 122,312 \$ 211,769 \$ 214,04           2900         CLINICAL SUPERVISION         \$ 36,201 \$ 36,273 \$ 27,27           2900         BCBA         \$ 214,604 \$ 219,152 \$ 113,37           2900         BCBA         \$ 124,523 \$ 124,538 \$ 124,458 \$ 124,538 \$ 124,458           2900         ACC/RUSINESS OFFICIAL         \$ 144,900 \$ 144,4900 \$ 144,4900 \$ 144,4900 \$ 144,4900 \$ 144,4900 \$ 144,4900 \$ 144,4900 \$ 144,4900 \$ 129,644 \$ 136,5           2000         CLERICAL SALARIES         \$ 122,988 \$ 129,648 \$ 136,67           2000         CLERICAL SALARIES         \$ 110,930 \$ 114,642 \$ 114,4000 \$ 144,900 \$ 143,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,900 \$ 144,910 \$ 107,910 \$ 203,270 \$ 148,910 \$ 107,910 \$ 203,270 \$ 148,910 \$ 107,910 \$ 203,270 \$ 149,910 \$ 107,910 \$ 203,270 \$ 149,910 \$ 107,910 \$ 203,270 \$ 1	1300	SELPA DIRECTOR/COORDINATOR	\$	296,453	\$	312,596	\$	312,596
2900         MENTAL HEALTH CLINICIAN/WRAP         \$         122,312         \$         211,769         \$         214,02           2900         CLINICAL SUPERVISION         \$         36,201         \$         36,201         \$         36,201         \$         36,201         \$         36,201         \$         36,201         \$         36,201         \$         36,201         \$         36,201         \$         36,201         \$         314,300         \$         144,900         \$         144,300         \$         144,900         \$         144,490         \$         144,490         \$         144,500         \$         146,42         \$         116,300         \$         144,642         \$         116,337         166,4300         \$         116,302         \$         116,337         166,4300         \$         116,422         \$         116,642         \$         116,642         \$         116,642         \$         116,642         \$         116,643         \$         166,607         \$         66,130         \$         6,802         \$         66,07         \$         66,130         \$         6,802         \$         66,07         \$         56,300         \$         164,44400         NON-CAP, EQUIP.         \$	1900	AUDIOLOGIST	\$	61,436	\$	64,732	\$	64,733
2900         CLINICAL SUPERVISION         \$         36,201         \$         36,273         \$         27,6           2900         BCBA         \$         214,604         \$         219,152         \$         113,2           2900         ACA (AT SPECIALIST         \$         124,523         \$         124,536         \$         124,642         \$         129,648         \$         130,1           TOTAL 2000         \$         764,928         \$         866,287         \$         761,4           3100         S.T.R.S.         \$         110,930         \$         114,642         \$         114,6           3000         MEDICARE & OASDI         \$         15,692         \$         18,337         \$         163,2           3000         MEDICARE & OASDI         \$         15,692         \$         173,725         \$         163,2           3000         UNEMPLOYMENT INSURANCE         \$         6,180         \$         6,882         \$         6,6           3000         UNERSUPPLIES         \$         19,250         \$         27,010         \$         28,24           3101         INST.MATERIALS         \$         19,250         \$         27,010         \$ <td>TOTAL 1</td> <td>000</td> <td>\$</td> <td>357,889</td> <td>\$</td> <td>377,328</td> <td>\$</td> <td>377,329</td>	TOTAL 1	000	\$	357,889	\$	377,328	\$	377,329
2900         CLINICAL SUPERVISION         \$         36,201         \$         36,273         \$         27,6           2000         BCBA         \$         214,604         \$         219,152         \$         113,2           2000         ACC /AT SPECIALIST         \$         124,523         \$         124,536         \$         124,438         \$         136,7           TOTAL 2000         \$         764,928         \$         866,287         \$         761,4           3100         \$.T.R.S.         \$         110,930         \$         114,642         \$         114,6           3200         P.E.R.S.         \$         100,3126         \$         113,074         \$         106,6           3300         MEDICARE & OASDI         \$         15,692         \$         18,337         \$         163,3           3600         UNEMPLOYMENT INSURANCE         \$         6,180         \$         6,862         \$         6,62           TOTAL 3000         YORKERS' COMP. INSURANCE         \$         19,250         \$         27,010         \$         28,24           4300         OTHER SUPPLIES         \$         19,250         \$         27,010         \$         28,24     <	2900	MENTAL HEALTH CLINICIAN/WRAP	° \$	122,312	\$	211,769	\$	214,052
2900         BCBA         \$         214,604         \$         219,152         \$         113,32           2910         ACC/AT SPECIALIST         \$         124,523         \$         124,506         \$         124,523         \$         124,506         \$         124,524         \$         124,506         \$         124,523         \$         124,536         \$         124,524         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,400         \$         144,402         \$         114,642         \$         114,642         \$         114,642         \$         114,642         \$         114,642         \$         114,633         \$         166,6         \$         168,22         \$         166,6         \$         168,22         \$         166,6         \$         168,23         \$         163,33         \$         164,6         \$         168,20         \$         164,6         \$         \$         164,6         \$         168,00         \$	2900	CLINICAL SUPERVISION	\$		\$		\$	27,847
2900         AAC / AT SPECIALIST         \$         124,523         \$         124,523         \$         124,536         \$         124,537         \$         144,4909         \$         144,4909         \$         144,4909         \$         144,4909         \$         144,4909         \$         144,302         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         1761,493         \$         161,493         \$	2900	BCBA		214,604	\$	219,152	\$	113,344
2400         CLERICAL SALARIES         \$         122,388         \$         129,648         \$         136,1           TOTAL 2000         \$         764,928         \$         866,287         \$         761,2           3100         S.T.R.S.         \$         110,930         \$         114,642         \$         114,6           3200         P.E.R.S.         \$         103,126         \$         113,074         \$         163,3           3400         HEALTH & WELFARE         \$         148,132         \$         173,725         \$         163,3           3600         UNEMPLOYMENT INSURANCE         \$         5,410         \$         6,007         \$         5,6           3600         WORKERS' COMP. INSURANCE         \$         192,50         \$         27,010         \$         228,2           4310         INST. MATERIALS         \$         192,50         \$         27,010         \$         228,2           4310         INST. MATERIALS         \$         198,710         \$         203,270         \$         164,6           4400         NON-CAP. EQUIP.         \$         5,800         \$         8,240         \$         6,0           5000 <td< td=""><td>2900</td><td>AAC / AT SPECIALIST</td><td></td><td>124,523</td><td>\$</td><td>124,536</td><td>\$</td><td>124,536</td></td<>	2900	AAC / AT SPECIALIST		124,523	\$	124,536	\$	124,536
TOTAL 2000         \$         764,928         \$         866,287         \$         761,4           3100         S.T.R.S.         \$         110,930         \$         114,642         \$         114,642         \$           3200         P.E.R.S.         \$         103,126         \$         113,074         \$         106,6           3300         MEDICARE & OASDI         \$         15,692         \$         18,337         \$         164,           3400         HEALTH & WELFARE         \$         148,132         \$         173,725         \$         163,           3500         UNEMPLOYMENT INSURANCE         \$         6,180         \$         6,862         \$         6,6           TOTAL 3000         S         389,470         \$         432,647         \$         413,2           OTHER OPERATING EXPENSES         \$         19,250         \$         27,010         \$         282,4           4310         INST. MATERIALS         \$         173,660         \$         168,020         \$         198,7           5000         SUBAGREEMENTS         \$         73,988         \$         124,710         \$         25,0           5010         SUBAGREEMENTS         <	2910	ACCT/BUSINESS OFFICIAL	\$	144,900	\$	144,909	\$	144,900
3100         S.T.R.S.         \$         110,930         \$         114,642         \$         114,642           3200         P.E.R.S.         \$         103,126         \$         113,074         \$         106,6           3300         MEDICARE & OASDI         \$         15,692         \$         113,074         \$         166,3           3400         HEALTH & WELFARE         \$         144,132         \$         173,725         \$         163,3           3500         UNEMPLOYMENT INSURANCE         \$         5,410         \$         6,682         \$         6,682         \$         6,682         \$         6,602         \$         6,163,3         \$         164,440         \$         173,660         \$         168,020         \$         164,4400         \$         \$         173,660         \$         168,020         \$         164,4400         \$         \$         198,710         \$         28,240         \$         6,0         \$         168,020         \$         164,00         \$         114,642         \$         174,10         \$         26,0         \$         26,0         \$         163,00         \$         173,00         \$         73,98         \$         124,710 <td< td=""><td>2400</td><td>CLERICAL SALARIES</td><td>\$</td><td>122,388</td><td>\$</td><td>129,648</td><td>\$</td><td>136,752</td></td<>	2400	CLERICAL SALARIES	\$	122,388	\$	129,648	\$	136,752
3200       P.E.R.S.       \$       103,126       \$       113,074       \$       106,6         3300       MEDICARE & OASDI       \$       15,692       \$       18,337       \$       164,2         3400       HEALTH & WELFARE       \$       148,132       \$       173,725       \$       163,2         3500       UNEMPLOYMENT INSURANCE       \$       5,410       \$       6,862       \$       6,607       \$       5,610       \$       6,862       \$       6,607       \$       5,610       \$       6,862       \$       6,60       \$       143,004       \$       413,004       \$       413,004       \$       168,207       \$       413,004       \$       168,202       \$       164,400       \$       5,800       \$       166,020       \$       164,400       \$       5,800       \$       162,204       \$       6,00       \$       164,400       \$       5,800       \$       124,710       \$       226,01       \$       164,00       \$       6,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00	TOTAL 2	000	\$	764,928	\$	866,287	\$	761,431
3200       P.E.R.S.       \$       103,126       \$       113,074       \$       106,6         3300       MEDICARE & OASDI       \$       15,692       \$       18,337       \$       164,2         3400       HEALTH & WELFARE       \$       148,132       \$       173,725       \$       163,2         3500       UNEMPLOYMENT INSURANCE       \$       5,410       \$       6,862       \$       6,607       \$       5,610       \$       6,862       \$       6,607       \$       5,610       \$       6,862       \$       6,60       \$       143,004       \$       413,004       \$       413,004       \$       168,207       \$       413,004       \$       168,202       \$       164,400       \$       5,800       \$       166,020       \$       164,400       \$       5,800       \$       162,204       \$       6,00       \$       164,400       \$       5,800       \$       124,710       \$       226,01       \$       164,00       \$       6,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00       \$       131,00	3100	STRS	\$	110 930	\$	114 642	\$	114,642
3300         MEDICARE & OASDI         \$         15,692         \$         18,337         \$         144           3400         HEALTH & WELFARE         \$         144,132         \$         173,725         \$         163,3           3500         UNEMPLOYMENT INSURANCE         \$         5,410         \$         6,000         \$         5,6           3600         WORKERS'COMP. INSURANCE         \$         5,410         \$         6,000         \$         6,682         \$         6,6         \$         6,66         \$         26,6         6         \$         430,0         OTHER SUPPLIES         \$         19,250         \$         27,010         \$         28,2         \$         6,6         7         7         413,6         \$         168,020         \$         164,6         4400         NON-CAP. EQUIP.         \$         5,800         \$         28,240         \$         6,0         7         7,3         5         198,50         \$         104,400         \$         104,400         \$         103,000         \$         131,0         \$         104,4710         \$         26,5         5,100         \$         5,100         \$         5,100         \$         5,100         \$								106,875
3400       HEALTH & WELFARE       \$       148,132       \$       173,725       \$       163,2         3500       UNEMPLOYMENT INSURANCE       \$       5,410       \$       6,007       \$       5,61         3600       WORKERS' COMP. INSURANCE       \$       6,180       \$       6,862       \$       6,60         TOTAL 3000       \$       389,470       \$       432,647       \$       413,60         OTHER OPERATING EXPENSES       \$       389,470       \$       432,647       \$       413,60         4300       OTHER SUPPLIES       \$       19,250       \$       27,010       \$       28,240         4400       NON-CAP. EQUIP.       \$       5,800       \$       8,240       \$       6,00         TOTAL 4000       \$       198,710       \$       203,270       \$       198,51         5100       SUBAGREEMENTS       \$       73,988       \$       124,710       \$       26,0         5000       TRAVEL & CONFERENCE       \$       84,980       \$       103,000       \$       131,00         5300       DUES       \$       74,388       \$       71,000       \$       2,2,2         5450       <				,				16,488
3500         UNEMPLOYMENT INSURANCE         \$         5,410         \$         6,007         \$         5,6           3600         WORKERS' COMP. INSURANCE         \$         6,180         \$         6,862         \$         6,6           TOTAL 3000         \$         389,470         \$         432,647         \$         413,6           OTHER OPERATING EXPENSES         \$         19,250         \$         27,010         \$         28,24           4310         INST.MATERIALS         \$         173,660         \$         168,020         \$         164,6           4400         NON-CAP. EQUIP.         \$         5,800         \$         8,240         \$         6,0           TOTAL 4000         \$         198,710         \$         203,270         \$         198,5           5100         SUBAGREEMENTS         \$         73,988         \$         124,710         \$         26,0           5200         TRAVEL & CONFERENCE         \$         84,980         \$         100,00         \$         6,100         \$         5,100         \$         5,100         \$         5,100         \$         2,2,2         \$         5,640         \$         2,2,2         \$         \$					•			163,262
3600         WORKERS' COMP. INSURANCE TOTAL 3000         \$         6,180         \$         6,862         \$         6,62           OTHER OPERATING EXPENSES         389,470         \$         432,647         \$         413,6           4300         OTHER SUPPLIES         \$         19,250         \$         27,010         \$         28,2           4310         INST. MATERIALS         \$         173,660         \$         168,020         \$         164,6           4400         NON-CAP. EQUIP.         \$         5,800         \$         28,240         \$         6,0           TOTAL 4000         \$         198,710         \$         203,270         \$         198,50           5100         SUBAGREEMENTS         \$         73,988         \$         124,710         \$         25,0           5200         TRAVEL & CONFERENCE         \$         84,980         \$         103,000         \$         131,0           5300         DUES         \$         3,500         \$         5,100         \$         6,100         \$           5401         AUDIT         \$         13,200         \$         13,200         \$         12,05         \$         23,300         \$ <td< td=""><td></td><td></td><td></td><td>,</td><td></td><td></td><td></td><td>5,687</td></td<>				,				5,687
TOTAL 3000         \$ 389,470 \$ 432,647 \$ 413,6           OTHER OPERATING EXPENSES         4300         OTHER SUPPLIES         \$ 19,250 \$ 27,010 \$ 28,2           4310         INST. MATERIALS         \$ 173,660 \$ 168,020 \$ 164,6         \$ 6,0           4400         NON-CAP. EQUIP.         \$ 5,800 \$ 8,240 \$ 6,0         \$ 6,00           TOTAL 4000         \$ 198,710 \$ 203,270 \$ 198,5         \$ 124,710 \$ 26,0           5100         SUBAGREEMENTS         \$ 73,988 \$ 124,710 \$ 26,0           5200         TRAVEL & CONFERENCE         \$ 84,980 \$ 103,000 \$ 131,0           5300         DUES         \$ 3,500 \$ 5,100 \$ 5,100 \$ 5,100           5450         INSURANCE         \$ 6,100 \$ 6,610 \$ 6,610 \$ 6,610 \$ 6,610 \$ 6,100 \$ 6,100 \$ 6,100 \$ 6,100 \$ 6,100 \$ 6,100 \$ 13,200 \$ 13,200 \$ 13,200 \$ 12,000 \$ 13,200 \$ 12,000 \$ 13,200 \$ 12,000 \$ 13,200 \$ 12,000 \$ 13,200 \$ 12,000 \$ 13,200 \$ 12,200 \$ 13,200 \$ 13,200 \$ 10,000 \$ 24,5,81 \$ 10,510 \$ 50,168,238 \$ 100,100 \$ 13,200 \$ 13				-, -				6,663
4300       OTHER SUPPLIES       \$       19,250       \$       27,010       \$       28,2         4310       INST. MATERIALS       \$       173,660       \$       168,020       \$       164,6         4400       NON-CAP. EQUIP.       \$       5,800       \$       8,240       \$       6,0         TOTAL 4000       \$       198,710       \$       203,270       \$       198,50         5100       SUBAGREEMENTS       \$       73,988       \$       124,710       \$       26,0         5200       TRAVEL & CONFERENCE       \$       84,980       \$       103,000       \$       131,00         5300       DUES       \$       3,500       \$       5,100       \$       5,1         5450       INSURANCE       \$       6,100       \$       6,100       \$       6,1         5800       REGAL       \$       -       \$       304,000       \$       22,2         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,8       30,000       \$       3,0         5860       CONTRACTS       \$       56,025       \$       195,378       \$       83,0         5860			_					413,617
4300       OTHER SUPPLIES       \$       19,250       \$       27,010       \$       28,2         4310       INST. MATERIALS       \$       173,660       \$       168,020       \$       164,6         4400       NON-CAP. EQUIP.       \$       5,800       \$       8,240       \$       6,0         TOTAL 4000       \$       198,710       \$       203,270       \$       198,50         5100       SUBAGREEMENTS       \$       73,988       \$       124,710       \$       26,0         5200       TRAVEL & CONFERENCE       \$       84,980       \$       103,000       \$       131,00         5300       DUES       \$       3,500       \$       5,100       \$       5,1         5450       INSURANCE       \$       6,100       \$       6,100       \$       6,1         5800       REGAL       \$       -       \$       304,000       \$       22,2         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,8       30,000       \$       3,0         5860       CONTRACTS       \$       56,025       \$       195,378       \$       83,0         5860								
4310       INST. MATERIALS       \$       173,660       \$       168,020       \$       164,6         4400       NON-CAP. EQUIP.       \$       5,800       \$       8,240       \$       6,0         TOTAL 4000       \$       198,710       \$       203,270       \$       198,50         5100       SUBAGREEMENTS       \$       73,988       \$       124,710       \$       25,0         5200       TRAVEL & CONFERENCE       \$       84,980       \$       103,000       \$       131,0         5300       DUES       \$       3,500       \$       5,100       \$       5,1         5450       INSURANCE       \$       6,100       \$       6,100       \$       6,1       5         5600       RENTS       \$       74,388       \$       71,000       \$       77,5         5830       LEGAL       \$       -       \$       304,000       \$       22,2         5860       ADVERTISING       \$       600       \$       2,105       \$       24,5         5860       CONTRACTS       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       2,5,5			¢	10.050	¢	27.040	¢	28.250
4400       NON-CAP. EQUIP.       \$       5.800       \$       8.240       \$       6.0         TOTAL 4000       \$       198,710       \$       203,270       \$       198,5         5100       SUBAGREEMENTS       \$       73,988       \$       124,710       \$       250,00         5200       TRAVEL & CONFERENCE       \$       84,980       \$       103,000       \$       131,00         5300       DUES       \$       3,500       \$       5,100       \$       5,1         5450       INSURANCE       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       5,12,02       \$       12,0       \$       12,0       \$       12,0       \$       12,0       \$       5,300       \$       12,0       \$       12,0       \$       5,30       \$				,				28,250
TOTAL 4000         \$         198,710         \$         203,270         \$         198,5           5100         SUBAGREEMENTS         \$         73,968         \$         124,710         \$         250,0           5200         TRAVEL & CONFERENCE         \$         84,980         \$         103,000         \$         131,0           5300         DUES         \$         3,500         \$         5,100         \$         5,7           5450         INSURANCE         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         6,100         \$         5,120,00         \$         12,00         \$         12,00         \$         12,00         \$         12,00         \$         12,00         \$         12,00         \$         5,120,00         \$         12,00         \$         5,120,00         \$         12,00         \$ <t< td=""><td></td><td></td><td></td><td>,</td><td></td><td></td><td></td><td>164,660</td></t<>				,				164,660
5100       SUBAGREEMENTS       \$       73,988       \$       124,710       \$       25,00         5200       TRAVEL & CONFERENCE       \$       84,980       \$       103,000       \$       131,0         5300       DUES       \$       3,500       \$       5,100       \$       5,1         5450       INSURANCE       \$       6,100       \$       6,100       \$       6,1         5600       RENTS       \$       74,388       \$       71,000       \$       7,7         5810       AUDIT       \$       13,200       \$       13,200       \$       12,20         5830       LEGAL       \$       -       \$       304,000       \$       -         5840       ADVERTISING       \$       6000       \$       2,105       \$       2,2         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,810       \$       107,5         5800       AUDIOLOGIC SERVICES       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       5,05       \$       5,000       \$			-			-		6,000 198,910
5200       TRAVEL & CONFERENCE       \$       84,980       \$       103,000       \$       1131,0         5300       DUES       \$       3,500       \$       5,100       \$       5,1         5450       INSURANCE       \$       6,100       \$       6,100       \$       6,1         5600       RENTS       \$       74,388       \$       71,000       \$       77,3         5810       AUDIT       \$       13,200       \$       13,200       \$       12,00         5830       LEGAL       \$       -       \$       304,000       \$       -         5840       ADVERTISING       \$       600       \$       2,105       \$       2,2         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       30,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       2,50       \$       109,000       \$       2,50       \$       360,000       \$       -	101712		<b>—</b>		Ŷ	200,210	Ŷ	
5300       DUES       \$ 3,500       \$ 5,100       \$ 5,100         5450       INSURANCE       \$ 6,100       \$ 6,100       \$ 6,100       \$ 6,100         5600       RENTS       \$ 74,388       \$ 71,000       \$ 77,5         5810       AUDIT       \$ 13,200       \$ 13,200       \$ 12,00         5830       LEGAL       \$ - \$ 304,000       \$ 12,00         5840       ADVERTISING       \$ 600       \$ 2,105       \$ 2,22         5850       MIS SERVICES - SIRAS       \$ 107,810       \$ 107,810       \$ 107,810         5800       AUDIOLOGIC SERVICES       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000         5800       CONTRACTS       \$ 150,025       \$ 195,378       \$ 83,6       586,592       \$ 564,199       \$ 843,5         5860       DEFERRED MAINTENANCE       \$ 25,000       \$ 100,000       \$ 25,0       \$ 589,00       \$ 95,000       \$ 245,881       \$ 1,650,0         5890       NPS PLACEMENTS       \$ 360,000       \$ 245,881       \$ 1,650,0         5910       TELEPHONES       \$ 360,000       \$ 245,881       \$ 1,650,0         5910       TELEPHONES       \$ 30,000       \$ 23,920       \$ 25,17         707AL 5000       TRANSFERS TO	5100	SUBAGREEMENTS	\$	73,988	\$	124,710	\$	25,000
5450       INSURANCE       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       6,100       \$       7,7,5         5810       AUDIT       \$       13,200       \$       13,200       \$       13,200       \$       12,05         5840       ADVERTISING       \$       -       \$       304,000       \$       -2,25         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       107,810       \$       30,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,00,00       \$	5200	TRAVEL & CONFERENCE	\$	84,980	\$	103,000	\$	131,000
5600       RENTS       \$       74,388       \$       71,000       \$       77,5         5810       AUDIT       \$       13,200       \$       13,200       \$       12,0         5830       LEGAL       \$       -       \$       304,000       \$       12,0         5840       ADVERTISING       \$       600       \$       2,105       \$       2,2         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,810       \$       107,8         5800       AUDIOLOGIC SERVICES       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       2,00       \$       100,000       \$       2,00       \$       5,000       \$       100,000       \$       2,00       \$       1,000       \$       2,00       \$       3,000       \$       2,00       \$       3,000       \$	5300	DUES	\$	3,500	\$	5,100	\$	5,100
5810       AUDIT       \$ 13,200       \$ 13,200       \$ 13,200       \$ 12,0         5830       LEGAL       \$ -       \$ 304,000       \$ 2,105       \$ 2,2         5840       ADVERTISING       \$ 600       \$ 2,105       \$ 2,2         5850       MIS SERVICES - SIRAS       \$ 107,810       \$ 107,810       \$ 107,810       \$ 107,810       \$ 107,810       \$ 107,810       \$ 107,810       \$ 107,810       \$ 5800       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 3,000       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 245,881       \$ 1,650,00       \$ 3,357,40       \$ 3,357,40       \$ 3,357,40       \$ 3,357,40       \$ 3,257,40       \$ 3,257,40       \$ 3,257,40       \$ 3,257,40	5450	INSURANCE	\$	6,100	\$	6,100	\$	6,100
5830       LEGAL       \$       -       \$       304,000       \$       -         5840       ADVERTISING       \$       600       \$       2,105       \$       2,2         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,810       \$       107,810       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       107,610       \$       3,000       \$       1,014 <td>5600</td> <td>RENTS</td> <td></td> <td>74,388</td> <td>\$</td> <td>71,000</td> <td>\$</td> <td>77,353</td>	5600	RENTS		74,388	\$	71,000	\$	77,353
5840       ADVERTISING       \$       600       \$       2,105       \$       2,2         5850       MIS SERVICES - SIRAS       \$       107,810       \$       107,810       \$       107,8         5800       AUDIOLOGIC SERVICES       \$       3,000       \$       2,102       \$       3,000       \$       -       \$       3,000       \$       -       \$       3,000       \$       -       \$       3,000       \$       -       \$       3,000       \$       -       \$       3,000       \$       -       \$       3,000       \$       -<	5810	AUDIT		13,200		13,200		12,000
5850       MIS SERVICES - SIRAS       \$       107,810       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       3,000       \$       2,500       \$       100,000       \$       245,881       \$       1,650,00       \$       23,920       \$       25,71       \$       1,074,100,00       \$       3,357,4       \$       1,00,00       \$       2,122,483       \$       1,869,403       \$       3,30,00       \$       -       \$				-		304,000		-
5800       AUDIOLOGIC SERVICES       \$ 3,000       \$ 25,000       \$ 100,000       \$ 25,000       \$ 100,000       \$ 25,000       \$ 5,000 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>2,200</td></t<>								2,200
5800       CONTRACTS       \$ 150,025 \$ 195,378 \$ 83,6         5860       CONTRACTS       \$ 586,892 \$ 564,199 \$ 843,5         5860       DEFERRED MAINTENANCE       \$ 25,000 \$ 100,000 \$ 25,0         5890       NPS PLACEMENTS       \$ 360,000 \$ - \$ 360,0         5890       NPS MH PLACEMENTS       \$ 600,000 \$ 245,881 \$ 1,650,0         5910       TELEPHONES       \$ 33,000 \$ 23,920 \$ 25,1         TOTAL 5000       \$ 2,122,483 \$ 1,869,403 \$ 3,357,4         6100       SITE IMPROVEMENT       \$ -         7141       STATE RESI. SCHOOLS       \$ 30,000 \$ - \$ 30,00         7200       TRANSFERS TO LEAS - FUND 10       \$ 50,168,238 \$ 65,152,027 \$ 49,776,5         7200       TRANSFERS TO LEAS - FUND 10       \$ 51,942,912 \$ 70,610,388 \$ 51,967,6								107,810
5860       CONTRACTS       \$ 586,892 \$ 564,199 \$ 843,5         5860       DEFERRED MAINTENANCE       \$ 25,000 \$ 100,000 \$ 25,0         5890       NPS PLACEMENTS       \$ 360,000 \$ - \$ 360,0         5890       NPS MH PLACEMENTS       \$ 600,000 \$ 245,881 \$ 1,650,0         5910       TELEPHONES       \$ 33,000 \$ 23,920 \$ 25,7         TOTAL 5000       \$ 2,122,483 \$ 1,869,403 \$ 3,357,4         6100       SITE IMPROVEMENT       \$ -         7141       STATE RESI. SCHOOLS       \$ 30,000 \$ - \$ 300,0         7200       TRANSFERS TO LEAS - FUND 01       \$ 1,744,674 \$ 5,458,361 \$ 2,161,1         7200       TRANSFERS TO LEAS - FUND 10       \$ 50,168,238 \$ 65,152,027 \$ 49,776,5         \$ 51,942,912 \$ 70,610,388 \$ 51,967,6       \$ 51,942,912 \$ 70,610,388 \$ 51,967,6	5800	AUDIOLOGIC SERVICES	\$	3,000	\$	3,000	\$	3,000
5860       DEFERRED MAINTENANCE       \$       25,000       \$       100,000       \$       25,00         5890       NPS PLACEMENTS       \$       360,000       \$       -       \$       360,00         5890       NPS MH PLACEMENTS       \$       600,000       \$       245,881       \$       1,650,00         5910       TELEPHONES       \$       600,000       \$       23,920       \$       25,17         TOTAL 5000       \$       2,122,483       \$       1,869,403       \$       3,357,4         6100       SITE IMPROVEMENT       \$       -       \$       30,000       \$       -       \$       30,00         7141       STATE RESI. SCHOOLS       \$       30,000       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00								83,871
5890       NPS PLACEMENTS       \$ 360,000 \$       -       \$ 360,000         5890       NPS MH PLACEMENTS       \$ 600,000 \$       245,881 \$       1,650,000         5910       TELEPHONES       \$ 33,000 \$       23,920 \$       25,17         TOTAL 5000       \$ 2,122,483 \$       1,869,403 \$       3,357,400         6100       SITE IMPROVEMENT       \$ -       -       \$ 30,000 \$       -       \$ 30,000         7141       STATE RESI. SCHOOLS       \$ 30,000 \$       -       \$ 30,000       \$ -       \$ 30,000         7200       TRANSFERS TO LEAS - FUND 01       \$ 1,744,674 \$       \$ 5,458,361 \$ 2,161,10         7200       TRANSFERS TO LEAS - FUND 10       \$ 50,168,238 \$ 65,152,027 \$ 49,776,5         \$ 51,942,912 \$ 70,610,388 \$ 51,967,6								843,947
5890       NPS MH PLACEMENTS       \$       600,000       \$       245,881       \$       1,650,0         5910       TELEPHONES       \$       33,000       \$       23,920       \$       25,7         TOTAL 5000       \$       2,122,483       \$       1,869,403       \$       3,357,4         6100       SITE IMPROVEMENT       \$       -       \$       30,000       \$       -       \$       30,00         7141       STATE RESI. SCHOOLS       \$       30,000       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$       -       \$       30,00       \$						100,000		25,000
5910       TELEPHONES       \$ 33,000       \$ 23,920       \$ 25,1         TOTAL 5000       \$ 2,122,483       \$ 1,869,403       \$ 3,357,4         6100       SITE IMPROVEMENT       \$ -       -         7141       STATE RESI. SCHOOLS       \$ 30,000       \$ -       \$ 30,00         7200       TRANSFERS TO LEAS - FUND 01       \$ 1,744,674       \$ 5,458,361       \$ 2,161,10         7200       TRANSFERS TO LEAS - FUND 10       \$ 50,168,238       \$ 65,152,027       \$ 49,776,5         7000       TOTAL 7000       \$ 51,942,912       \$ 70,610,388       \$ 51,967,6						-		360,000
TOTAL 5000       \$ 2,122,483 \$ 1,869,403 \$ 3,357,4         6100       SITE IMPROVEMENT       \$ -         7141       STATE RESI. SCHOOLS       \$ 30,000 \$ - \$ 30,0         7200       TRANSFERS TO LEAS - FUND 01       \$ 1,744,674 \$ 5,458,361 \$ 2,161,1         7200       TRANSFERS TO LEAS - FUND 10       \$ 50,168,238 \$ 65,152,027 \$ 49,776,5         7200       TRANSFERS TO LEAS - FUND 10       \$ 51,942,912 \$ 70,610,388 \$ 51,967,6								1,650,000
6100         SITE IMPROVEMENT         \$ -           7141         STATE RESI. SCHOOLS         \$ 30,000         \$ -         \$ 30,00           7200         TRANSFERS TO LEAS - FUND 01         \$ 1,744,674         \$ 5,458,361         \$ 2,161,100           7200         TRANSFERS TO LEAS - FUND 10         \$ 50,168,238         \$ 65,152,027         \$ 49,776,500           700         TOTAL 7000         \$ 51,942,912         \$ 70,610,388         \$ 51,967,6000			_					25,110
7141       STATE RESI. SCHOOLS       \$ 30,000       \$ - \$ 30,00         7200       TRANSFERS TO LEAS - FUND 01       \$ 1,744,674       \$ 5,458,361       \$ 2,161,1000         7200       TRANSFERS TO LEAS - FUND 10       \$ 50,168,238       \$ 65,152,027       \$ 49,776,5000         700       TRANSFERS TO LEAS - FUND 10       \$ 51,942,912       \$ 70,610,388       \$ 51,967,6000	IOTAL 5	000	\$	2,122,483	\$	1,869,403	\$	3,357,491
7200       TRANSFERS TO LEAS - FUND 01       \$ <ol> <li>1,744,674</li> <li>5,458,361</li> <li>2,161,1</li> </ol> 7200       TRANSFERS TO LEAS - FUND 10       \$ <ol> <li>50,168,238</li> <li>65,152,027</li> <li>49,776,5</li> <li>51,942,912</li> <li>70,610,388</li> <li>51,967,6</li> </ol>	6100	SITE IMPROVEMENT	\$	-				
7200       TRANSFERS TO LEAS - FUND 01       \$ <ol> <li>1,744,674</li> <li>5,458,361</li> <li>2,161,1</li> </ol> 7200       TRANSFERS TO LEAS - FUND 10       \$ <ol> <li>50,168,238</li> <li>65,152,027</li> <li>49,776,5</li> <li>51,942,912</li> <li>70,610,388</li> <li>51,967,6</li> </ol>	7141	STATE RESI. SCHOOLS	\$	30,000	\$	-	\$	30,000
TOTAL 7000 \$ 51,942,912 \$ 70,610,388 \$ 51,967,6		TRANSFERS TO LEAS - FUND 01				5,458,361		2,161,164
TOTAL 7000 \$ 51,942,912 \$ 70,610,388 \$ 51,967,6	7200	TRANSFERS TO LEAS - FUND 10	¢	50 168 239	¢	65 152 027	¢	40 776 503
								51,967,667
TOTAL EXPENDITURES \$ 55,776,392 \$ 74,359,323 \$ 57,076,4								
	TOTAL	EXPENDITURES	\$	55,776,392	\$	74,359,323	\$	57,076,445

SUMMARY OF DIRECT COST BY PROGRAM								
		ADOPTED 2022-23	F	PROJECTED 2022-23		PROPOSED ADOPTED 2023-24		
ADMINISTRATION AND SUPPORT	\$	1,644,775	\$	1,684,941	\$	1,554,088		
MENTAL HEALTH SERVICES	\$	1,310,690	\$	1,846,070	\$	2,850,710		
PROFESSIONAL DEVELOPMENT	\$	45,954	\$	30,766	\$	62,089		
LOW INCIDENCE SERVICES	\$	399,893	\$	416,079	\$	414,119		
MEDICAL THERAPY UNITS	\$	21,428	\$	22,178	\$	18,350		
MAA	\$	9,500	\$	2,000	\$	9,500		
ADR Grants	\$	85,383	\$	153,923	\$	14,922		
MISCELLANEOUS	\$	99,238	\$	124,710	\$	25,000		
SB - PIC	\$	216,618	\$	222,386	\$	160,000		
TOTAL DIRECT COSTS	\$	3,833,479	\$	4,503,053	\$	5,108,778		
FUND 01 TRANSFERS TO LEAS FUND 10 TRANSFERS TO LEAS	\$ \$	1,774,674 50,168,238	\$ \$	5,458,361 65,152,027	\$ \$	2,191,164 49,776,503		
TOTAL TRANSFERS	\$	51,942,912	\$	70,610,388	\$	51,967,667		
TOTAL COSTS	\$	55,776,392	\$	75,113,442	\$	57,076,445		

## SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

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## SELPA ADMINISTRATION AND SUPPORT

## GOAL STATEMENT

To provide administrative support and services to all special education programs and staff in Santa Barbara County and to manage SELPA administrative office activities.

## PROGRAM DESCRIPTION SUMMARY

This program is responsible for the administration of the SBCSELPA administrative office including the fiscal, personnel and program functions. Other functions of the program include program review and evaluation, data collection and operation of the management information system, local plan development, legal services, nonpublic school and agency services and coordination of interagency agreements.

Costs attributable to the program include the SELPA Executive Director's and SELPA Coordinator's salaries and the salaries of the clerical staff, legal services, and nonpublic school and agency placements. Additional costs include office supplies, travel and conference expenses and SELPA capital outlay purchases.

#### SELPA ADMINISTRATION AND SUPPORT ADOPTED PROJECTED ADOPTED **OBJECT DESCRIPTION** 2023-24 2022-23 2022-23 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 \$ 1,487,232 8311 REGIONAL HOUSING TRANSFER \$ 74,388 \$ 71,000 \$ 77.353 8311 TO MTU TAB (21,428) \$ (18, 350)\$ (21,428) \$ STRS ON BEHALF 8590 \$ 42,573 \$ 42,573 \$ 42,573 20,000 \$ 25,000 8660 INTEREST \$ 25,000 \$ FAIR MARKET VALUE ADJ. \$ \$ 8662 -151,819 \$ -8699 CAPTAIN \$ -\$ 26,036 \$ -8699 DISTRICT REIMB. BCBA \$ 249,507 \$ 249,507 \$ 141,740 8311 To OPIC Tab \$ (5,930)TOTAL REVENUE 1,749,675 \$ 1,923,779 \$ 1.766.492 \$ **EXPENDITURES** SELPA DIRECTOR 1300 \$ 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 ACCT/BUSINESS OFFICIAL 2910 \$ 109,933 \$ 115,929 \$ 115,920 3100 STRS \$ 46,219 \$ 48,555 \$ 48,555 3100 STRS ON BEHALF \$ 42,573 \$ 42,573 \$ 42,573 3200 PERS \$ 33.884 \$ 28.564 \$ 103,009 PERS UNFUNDED LIABILITY 3200 \$ 47,944 \$ 44,015 3300 MEDICARE INSURANCE \$ 9.472 \$ 9,917 \$ 8.479 3400 **HEALTH & WELFARE** \$ 93,422 \$ 100,714 \$ 86,876 3500 UNEMPLOYMENT INSURANCE \$ 3,266 \$ 3,420 \$ 2,924 3600 WORKERS ' COMP. INSURANCE \$ 3,378 \$ 3.906 \$ 3.427 TOTAL SALARIES/BENEFITS \$ \$ \$ 950,997 980,726 855,025 4300 **OTHER SUPPLIES** \$ 19.000 \$ 17,760 \$ 19.000 4400 NON-CAPITALIZED EQUIP. \$ 2,800 4,240 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 \$ 77,353 DATA PROCESSING SERVICES \$ 15.000 \$ 5.000 \$ 5800 5.000 5810 AUDIT \$ 6,600 \$ 6,600 \$ 6,000 \$ 5830 LEGAL SERVICES-DISTRICTS \$ 300,000 \$ --\$ \$ 4,000 \$ 5830 LEGAL SERVICES-SELPA --\$ 600 \$ 2,105 \$ 2,200 5840 ADVERTISING \$ 5850 **MIS SERVICES - SIRAS** 107,810 \$ 107,810 \$ 107,810 5860 CONTRACTS \$ 23,000 \$ 32,000 \$ 40,000 HOUSING-DEFERRED MAINT. \$ 25,000 \$ 100,000 \$ 25,000 5860 5890 NPS PLACEMENTS (Non-MH) \$ 360,000 \$ \$ 360,000 -5910 **TELEPHONE/INTERNET** \$ 14,480 \$ 7,000 \$ 7,000 TOTAL OTHER DIRECT EXPENSES \$ \$ 693,778 704,215 \$ 699,063 1.684,941 \$ TOTAL DIRECT EXPENSES \$ 1,644,775 \$ 1,554,088 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 \$ 2,408,608 \$ 1,584,088 SURPLUS/DEFICIT \$ 74.900 \$ (484,829) \$ 182.404

SURPLUS/DEFICIT w/o EFB Transfers

238,838

\$

## SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

## MENTAL HEALTH SERVICES

# GOAL STATEMENT

To provide mental health services to special education students and programs in Santa Barbara County.

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## PROGRAM DESCRIPTION SUMMARY

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									
OBJECT	DESCRIPTION	ŀ	ADOPTED 2022-23	Pf	ROJECTED 2022-23	ADOPTED 2023-24			
8182	FEDERAL MH ADA ALLOCATION	\$		\$	754,119	\$			
8311	AB602 OFF THE TOP	φ \$	- 1,304,373	ф \$	754,119	φ \$	- 2,850,710		
8311	SELPA Admin Fee Cap	φ	1,304,373	φ	-	φ \$	(1,697,077)		
8590	STATE MH APPORTIONMENT	\$	_	\$	1,918,855	Գ \$	(1,097,077		
	REVENUE	Ψ \$	1,304,373	\$	2,672,974	\$	1,153,633		
10174		Ψ	1,001,070	Ψ	2,072,071	Ψ	1,100,000		
EXPE	NDITURES								
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	\$	21,717		
3300	MEDICARE & OASDI INSURANCE	\$	3,920	\$	4,723	\$	4,827		
3400	HEALTH & WELFARE	\$	31,054	\$	49,338	\$	51,669		
3500	UNEMPLOYMENT INSURANCE	\$	1,352	\$	1,628	\$	1,665		
3600	WORKERS' COMP. INSURANCE	\$	1,397	\$	1,860	\$	1,950		
TOTA	AL SALARIES/BENEFITS	\$	294,230	\$	417,460	\$	425,010		
4310	<b>INSTRUCTIONAL MATERIALS - WR</b>	\$	5,000	\$	3,500	\$	5,000		
4400	NONCAPITALIZED EQUIPMENT	\$	3,000	\$	4,000	\$	3,000		
5200	TRAVEL/CONFERENCE	\$	40,000	\$	60,000	\$	86,000		
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	\$	632,000		
5860	CONTRACTS - GROW Data	\$	-	\$	-	\$	20,000		
5860	CONTRACTS	\$	20,000	\$	13,000	\$	13,000		
5890	NPS PLACEMENTS - Fed	\$	-	\$	754,119	\$	-		
5890	NPS PLACEMENTS - State	\$	600,000	\$	245,881	\$	1,650,000		
5910	TELEPHONE/INTERNET	\$	9,000	\$	8,650	\$	9,840		
TOTAL	OTHER DIRECT EXPENSES	\$	1,016,460	\$	1,428,610	\$	2,425,700		
		<b>•</b>		<u> </u>		<b>•</b>	0.050 740		
TOTAL	DIRECT EXPENSES	\$	1,310,690	\$	1,846,070	\$	2,850,710		
7281	TRANSFER TO DISTS.			\$	1,621,020				
7282	TRANSFER TO CEO	, .		\$	31,000				
TOTAL	_ TRANSFERS	\$	-	\$	1,652,020	\$	-		
TOTAL	EXPENDITURES	\$	1,310,690	\$	3,498,090	\$	2,850,710		

## SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

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## **PROFESSIONAL DEVELOPMENT**

## GOAL STATEMENT

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To provide leadership in the implementation of a special education comprehensive system of personnel development.

## PROGRAM DESCRIPTION SUMMARY

This program includes three levels of professional development; district, area and SELPA-wide using participants in the assessment of need and the planning and implementation of the activities. Costs include contracts for consultant services, supplies and travel expenses.

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## **PROFESSIONAL DEVELOPMENT**

OBJEC	T DESCRIPTION			DOPTED 2022-23		OJECTED 2022-23		DOPTED 2023-24
_	NATED BEGINNING BALANCE NATED BEGINNING BALANCE	Selpa Wide CPI			\$ \$	31,449 3,677	\$ \$	30,449 -
REVE	NUE							
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	CPĨ	\$	12,000	\$	12,000	\$	12,000
8311	AB 602 REVENUE	CPI-Recert	\$	-	\$	-	\$	25,000
8699	SELPA-WIDE FEES							
ΤΟΤΑ	L REVENUE		\$	50,954	\$	50,694	\$	75,694
			<b>•</b>	0 500	•	0.500	•	0.500
4300			\$	2,500	\$	2,500	\$	2,500
4300 5200	OFFICE SUPPLIES TRAVEL & CONFERENCE							
5200 5300	DUES							
5800 5800	CONTRACTED SERVICES	Federal	\$	4,349	\$	4,089	\$	4,089
5800	CONTRACTED SERVICES	CPI	Ψ \$	12,000	Ψ \$	15,677	Ψ \$	37,000
5800	CONTRACTED SERVICES	Selpa Wide	\$	7,500	\$	8,500	\$	18,500
5800	CONTRACTED SERVICES	District PD	\$	19,605	\$	-	\$	-
TOTA	L 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
TOTAL			φ	50,954	φ	55,571	φ	00,094

## SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

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## **MEDICAL THERAPY UNITS**

## GOAL STATEMENT

To provide medical assessment, physical and occupational therapy to students eligible for California Childrens' Services.

PROGRAM DESCRIPTION SUMMARY

California Childrens' services of the Santa Barbara County Health Care Services provides the staff to conduct initial and follow-up medical examinations and subsequent prescriptions for occupational and physical therapy. The SBCSELPA is mandated to provide facilities, materials and equipment.

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## MEDICAL THERAPY UNIT

OBJECT	DESCRIPTION	00PTED 022-23	OJECTED 2022-23	DOPTED 2023-24
REVENU				
8990	CONTRIBUTION FROM AB602	\$ 21,428	\$ 21,428	\$ 18,350
TOTAL R	EVENUE	\$ 21,428	\$ 21,428	\$ 18,350
EXPEND	ITURES			
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 E	XPENDITURES	\$ 21,428	\$ 22,178	\$ 18,350

## SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

## LOW INCIDENCE EQUIPMENT, MATERIALS AND SERVICES

## GOAL STATEMENT

To provide equipment for children with low incidence disabilities in order to meet the goals and objectives on their individualized education programs.

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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.

OBJECT BEGINNING BAL	BJECT DESCRIPTION EGINNING BALANCE		ADOPTED 2022-23		PROJECTED 2022-23 227,372		ADOPTED 2023-24	
REVENUE 8311 8311	LOW INCIDENCE APPORTIONMENT LOW INCIDENCE Through Fund 10	\$ \$	1,509,018 (114,796)	\$	1,540,196 (167,727)	\$	1,491,600 (167,727)	
TOTAL REVENUE & BEGINNING BAL		\$	1,394,223	\$	1,599,841	\$	1,323,873	
EXPENDITURE								
1000	AUDIOLOGIST	\$	61,436	\$	64,732	\$	64,733	
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	\$	24,717	
3500	UNEMPLOYMENT INSURANCE	\$	891	\$	959	\$	959	
3600	WORKERS ' COMP. INSURANCE	\$	1,018	\$	1,096	\$	1,123	
TOTAL SALARI	ES/BENEFITS	\$	229,583	\$	240,889	\$	243,789	
1010		•	440,400	•	454.000	•	1 10 100	
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		\$	5,000	\$	5,000	\$	5,000	
5200 5800	TRAVEL AUDIO CONTRACTED SERVICE	\$	1,980	\$ \$	2,000	\$	2,000	
5910	PHONE AUDIOLOGIST	\$	3,000 250	ֆ \$	3,000 250	\$ \$	3,000 250	
5910 5910	PHONE AC/AT	\$ \$	250 420	ֆ \$	250 420	ъ \$	250 420	
	DIRECT EXPENSES	φ \$	170,310	φ \$	175,190	φ \$	170,330	
TOTAL OTHER		Ψ	170,010	Ψ	175,130	Ψ	170,000	
TOTAL DIRECT EXPENSES		\$	399,893	\$	416,079	\$	414,119	
7280	REIMB. TO LEAS	\$	994,330		1,183,762	\$	909,754	
TOTAL TRANS	FERS	\$	994,330	\$	1,183,762	\$	909,754	
		*	4 00 4 000	*	4 500 044	<b>^</b>	4 000 070	
TOTAL EXPENDI	IUKES	\$	1,394,223	\$	1,599,841	\$	1,323,873	

## SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

## MAA – MEDI-CAL ADMINISTRATIVE ACTIVITIES

GOAL STATEMENT

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To generate additional funding for the SELPA office through the Medi-Cal Administrative Activities billing process.

PROGRAM DESCRIPTION SUMMARY

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.

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	IMAA	

	A	DOPTED	PR	OJECTED	A	DOPTED
OBJECT DESCRIPTION		2022-23		2022-23		2023-24
BEGINNING BALANCE	\$ 3	30,382.04	\$	41,119	\$	55,383
REVENUE						
8699 MAA Revenue			\$	16,264	\$	-
8699 Fees			\$	-	\$	-
TOTAL REVENUE	\$	-	\$	16,264	\$	-
				0		
EXPENDITURES						
4300 Other Supplies						
4300 Supplies	\$	-	\$	-	\$	-
5200 Travel	\$	2,000	\$	-	\$	2,000
5860 Contracted Service	s \$	5,500	\$	-	\$	5,500
5860 Contracted Service	s \$	2,000	\$	2,000	\$	2,000
TOTAL EXPENDITURES	\$	9,500	\$	2,000	\$	9,500
MAA Reserve	\$	20,882	\$	55,383	\$	45,883

# SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

# ALTERNATIVE DISPUTE RESOLUTION GRANT

# GOAL STATEMENT

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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.

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# ALTERNATIVE DISPUTE RESOLUTION

OBJECT	DESCRIPTION	ADOPTED 2022-23	F	PROJECTED 2022-23	ADOPTED 2023-24		
BEGINNNO	G BALANCE		\$	177,686			
	Move Beginning Balance to OPIC		\$	(56,456)			
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)					
TOTAL RE	VENUE + BEG BALANCE	\$ 85,383	\$	153,923	\$	14,922	
EXPENDIT	URES						
5800	Contracted Services State	\$ 67,612	\$	121,230			
5800	Contracted Services Fed	\$ 17,771	\$	32,693	\$	14,922	
TOTAL EX	PENDITURES	\$ 85,383	\$	153,923	\$	14,922	
Ending Balar	nce Carryover	\$ -	\$	0			

# SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

# TRANSFERS TO DISTRICTS

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GOAL STATEMENT

To provide pass-through funding of special education revenue to LEAs

# PROGRAM DESCRIPTION SUMMARY

SELP A receives all special education funding from the Administrative Unit and allocated those funds to the member LEAs. SELP A 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 SELP A Local Plan.

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TRANSFERS TO LEAS												
FUND 0	1	1		ADOPTED	F	ROJECTED	A	ADOPTED				
OBJEC	T DESCRIPTION	•		2022-23		2022-23		2023-24				
Beginnii REVE	ng Balance :NUE											
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)	<b>•</b>	1 000 005				
	L FUND 01 REVENUE		\$	745,344	\$	1,852,630	\$	1,226,805				
EXPE	NDITURES											
7141	STATE RESI. SCHOOLS		\$	30,000	\$	-	\$	30,000				
		AB602										
7280	TRANSFER TO LEAs	Ending Fund Balance	\$	-	\$	723,667	\$	-				
7280	TRANSFER TO LEAs	Mental Health Ending Fund Balance	\$		\$	1,652,020	\$					
7280	TRANSFER TO LEAS	Low Incidence	φ \$	- 994,330	э \$	1,183,762	э \$	- 909,754				
7280	TRANSFER TO LEAS	Staff Development	φ \$	5,000	φ \$	24,605	ф \$	909,754 24,605				
1200	INANOI EN TO LEAS	·	Ψ	5,000	Ψ	24,000	Ψ	24,000				
7000		OOHC EFB Transfer			<b>^</b>	540.074						
7280	TRANSFER TO LEAs	to LEAs 21-22 OUT OF HOME			\$	518,371						
7280	TRANSFER TO LEAs	CARE 22-23	\$	745,344	\$	1,355,936	\$	1,226,805				
	L FUND 01 EXPENDITURES		\$	1,774,674	\$	5,458,361	\$	2,191,164				
				, ,								
FUND 1	0											
REVE		-										
	RAL REVENUE	_					•					
8287	IDEA LOCAL ASSISTANCE		\$	13,116,469	\$	13,370,770		13,370,770				
8287 8287	IDEA LOCAL ASSISTANCE IDEA PRE-K	Prior Year Carryover	\$ \$	- 426,337	\$ \$	6,468,567	\$ \$	- 415,081				
8287	IDEA PRE-K	Prior Year Carryover	φ \$	+20,557	ې \$	415,081 382,047	φ \$	-				
8287		The Teal Carlyster	\$	127,331	\$	127,331	\$	127,331				
8287	IDEA INFANT	Prior Year Carryover	,	,	\$	127,331		,				
8287	IDEA INFANT	Prior Year Supplement	al		\$	112,813						
8287	IDEA K-22 ARP	AMERICAN RESCUE	\$	-	\$	2,715,549	\$	-				
8287	IDEA PRE-K ARP	AMERICAN RESCUE	\$	-	\$	242,290	\$	-				
ΙΟΙΑ	L FUND 10 FEDERAL REVE	NUE	\$	13,670,137	\$	23,961,779	\$	13,913,182				
STAT	E REVENUE											
8311	AB 602 REVENUE		\$	34,495,966	\$	36,576,204	\$	33,739,498				
8311	ADMIN CAP FEE REDUCT	ION	·				·					
8311	INFANT ENTITLEMENT		\$	2,002,135	\$	2,123,823	\$	2,123,823				
8587	STATE MH APPORTIONM		\$	-	\$	2,490,221	\$	-				
8587	INFANT DISCRETIONARY		\$	-	\$	-	\$	-				
ΙΟΙΑ	L FUND 10 STATE REVENU	E	\$	36,498,101	\$	41,190,248	\$	35,863,321				
ΤΟΤΑ	L FUND 10 REVENUE		\$	50,168,238	\$	65,152,027	\$	49,776,503				
	NDITURES											
7200	FUND 10 TRANSFERS TO	LEAS		50,168,238	\$	65,152,027		49,776,503				
T01	TAL EXPENDITURES		\$	50,168,238	\$	65,152,027	\$	49,776,503				
GRAND	TOTAL TRANSFER REVEN		\$	50,913,582	\$	67,004,657	\$	51,003,308				
IODAND	TOTAL TRANCERD EVEN			F4 040 040	m l		1					

GRAND TOTAL TRANSFER REVENUE	\$ 50,913,582	\$ 67,004,657	\$ 51,003,308
GRAND TOTAL TRANSFER EXPENDITURES	\$ 51,942,912	\$ 70,610,388	\$ 51,967,667

# Fund 10

		Α	DOPTED 2022-23	PROJECTED 2022-23			ADOPTED 2023-24		
Resource FEDEF	RAL REVENUE								
3310 8287	Federal IDEA Local Assistance Prior Years	\$	13,116,469	\$	6,468,567	\$	-		
3310 8287	Federal IDEA Local Assistance Current Yea	\$	-	\$	13,370,770	\$	13,370,770		
3315 8287	Federal IDEA Preschool Prior Years	\$	426,337	\$	382,047	\$	-		
3315 8287	Federal IDEA Preschool Current Year	\$	-	\$	415,081	\$	415,081		
3385 8287	Federal IDEA Infant Current Year	\$	127,331	\$	127,331	\$	127,331		
3385 8287	Federal IDEA Infant Prior Year		,	\$	127,331	\$	-		
3385 8287	Federal IDEA Infant Prior Year Supplementa	\$	-	\$	112,813	\$	-		
3305 8287	Federal IDEA Local Assistance ARP	\$	-	\$	2,827,752	\$	-		
3308 8287	Federal IDEA Preschool ARP	\$	-	\$	242,290	\$	-		
	FEDERAL REVENUE	\$	13,670,137	\$	24,073,982	\$	13,913,182		
STATE	REVENUE								
6500 8311	AB 602 REVENUE	\$	34,495,966	\$	36,576,204	\$	33,739,498		
6500 8311	INFANT ENTITLEMENT	\$	2,002,135	Ψ	2,123,823.00		2,123,823.00		
6546 8587	STATE MH APPORTIONMENT	\$	-	\$	2,490,221	\$	., 120,020.00		
6515 8587	INFANT DISCRETIONARY	Ψ \$	-	\$	2,400,221	\$	-		
	STATE REVENUE	\$	36,498,101	\$	41,190,248	\$	35,863,321		
		Ψ	50,490,101	Ψ	41,130,240	Ψ	55,005,521		
	. REVENUE IL LOCAL REVENUE								
TOTAL	REVENUE	\$	50,168,238	\$	65,264,230	\$	49,776,503		
3310 7212 3310 7211 3310 7212 3315 7211 3315 7212	Federal Passthrough to COE Prior Years Federal Passthrough to Districts Current Year Federal Passthrough to COE Current Year Federal Passthrough to Districts Prior Years Federal Passthrough to COE Prior Years	\$	157,031 - - - - -	\$ \$ \$ \$	- 13,210,687 160,083 382,047 -	\$ \$ \$ \$	- 13,210,687 160,083 - -		
3315 7211	Federal Passthrough to Districts 22-23	\$	417,694	\$	406,666	\$	406,666		
3315 7212	Federal Passthrough to COE 22-23	\$ \$	8,643	\$	8,415	\$	8,415		
3385 7212	Federal IDEA Infant to COE Prior Years	\$ \$	-	\$	240,144	\$	-		
3385 7212	Federal IDEA Infant to COE Current Year	\$ \$	127,331 -	\$	127,331	\$	127,331		
3305 7211	Federal Passthrough to Districts	\$	-	\$	2,793,896	\$	-		
3305 7212	Federal Passthrough to COE	\$	-	\$	33,856	\$	-		
2200	Fordered December 2011	\$	-	¢	007 070	¢			
3308 7211	Federal Passthrough to Districts	\$	-	\$	237,378	\$	-		
3308 7212	Federal Passthrough to COE	\$ \$	-	\$	4,912	\$	-		
6500 7221	Transfer of Apportionment to Districts	\$	34,495,966	\$	35,923,152	\$	33,052,894		
6500 7222	Transfer of Apportionment to COE	\$	-	\$	653,052	\$	686,604		
		\$	-						
6500 7221		\$	-						
6500 7222	Transfer of Infant Apportionment to COE	\$ \$	2,002,135	\$	2,123,823	\$	2,123,823		
6546 7211	State Passthrough to Districts	\$	-	\$	2,461,281	\$	-		
6546 7212	State Passthrough to COE	\$	-	\$	28,940	\$	-		
	2								
TOT	AL EXPENDITURES	\$	50,168,238	\$	65,264,230	\$	49,776,503		

## SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

# MISCELLANEOUS & SANTA BARBARA PSYCHOLOGY INTERNSHIP CONSORTIUM SB-PIC

\_\_\_\_\_

#### GOAL STATEMENT

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.

\_\_\_\_\_

PROGRAM DESCRIPTION SUMMARY

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 administrates Internships which are paid for by districts receiving intern services.

# MISCELLANEOUS

OBJECT	DESCRIPTION		DOPTED 2022-23		ROJECTED 2022-23		DOPTED 2023-24
REVENU	JE						
8699	UCSB GSER Reimb.	\$	73,988	\$	124,710	\$	25,000
8699	CAPTAIN	\$	25,250	\$	-	\$	-
TOTAL F	REVENUE	\$	99,238	\$	124,710	\$	25,000
EXPENE 4300 4300 5200 5100 5860	DITURES Other Supplies Supplies Travel Contracted Services Contracted Services	\$	73,988 25,250	\$	124,710 -	\$	25,000
TOTAL E	EXPENDITURES	\$	99,238	\$	124,710	\$	25,000
		<b>•</b>	25.047	<b>•</b>	05.047	<b>•</b>	05 047
SIPE Rese	erve	\$	35,247	\$	35,247	\$	35,247

# Santa Barbara Psychology Internship Consortium (SB-PIC)

OBJECT	DESCRIPTION	/	ADOPTED 2022-23	F	PROJECTED 2022-23	-	DOPTED 2023-24
Beginning Balance REVENUE	ADR for PIC INTERN	\$	56,618	\$	56,456		
8590 8699	DISTRICT MH for PIC DISTRICT PIC Reimbursement to SELPA	\$	160.000	\$	160,000	¢	160.000
8311	Transfer from ADSP	\$	160,000	\$	5,930	\$	160,000
TOTAL REVENUE + Be	eginning Balance	\$	160,000	\$	222,386	\$	160,000
EXPENDITURES							
2900	Clinical Psychologist Superviosr	\$	36,201	\$	36,273	\$	27,847
3000	Benefits	\$	834	\$	914	\$	706
4300	Supplies	\$	-	\$	-		
5200	Travel						
5860	Other PIC Costs - Fingerprints, Accreditation	1\$	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	\$	12,699	\$	8,947
TOTAL EXPENDITURE	S	\$	216,618	\$	222,386	\$	160,000
SB-PIC Carryover		\$	-	\$	-	\$	-



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2023-2024 Annual Deferred Maintenance Projects

# **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.
- Funds have been earmarked in the SBCSELPA budget for reimbursement of annual deferred maintenance projects.

Defetted mainten	Defended maintenance projects for 2023-2024 per attached summaries ( <b>KEF</b> . VIII-D.I).										
Portable				Floor							
Location	Ele	ectrical	Со	vering		HVAC	Plu	umbing	Pai	inting	 Total
SBCEO											
Cathedral Oaks											
#22 MTU D	\$	4,000	\$	4,000	\$	10,000	\$	3,000	\$	-	\$ 21,000
SBCEO											
Cathedral Oaks											
#23 Itin. G	\$	2,000			\$	8,000	\$	3,000	\$	3,000	\$ 16,000
Total	\$	6,000	\$	4,000	\$	18,000	\$	6,000	\$	3,000	\$ 37,000

> Deferred maintenance projects for 2023-2024 per attached summaries (**REF: VIII-B.1**):

- These proposed projects serve as a "place holder" and sometimes not all repairs will be required by year-end.
- Annually, at the October JPA Board meeting, the JPA Board reviews the ending fund balance and determines the amount needed to replenish the Deferred Maintenance Account and fund any projected shortfall for the coming year.
- It is projected that there will be sufficient ending fund balance to cover the projected deferred maintenance expenses and asks that the Board approve these needed improvements.
- > LEA/district special education administrators and business officials support the proposed plan.

**FISCAL IMPACT:** <u>\$37,000 to be funded from \$25,000 Deferred Maintenance Line Item in 23-24</u> Adopted Budget and \$12,000 from proposed 22-23 designated ending fund balance reserve.

**RECOMMENDATION:** The JPA Board approves funding of the annual deferred maintenance projects scheduled for 2023-2024.

# SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS

**REF: VIII-B.1** 

# DISTRICT SUMMARY

School District:C	ounty Education	on Office		Curren	t School Yea	nr: <u>2022-23</u>
	Indicate est portable nu	imated year mber(s)	ly project co	osts – referei	ıce	
	Current FY	Second FY	Third FY	Fourth FY	Fifth FY	
List Portable Number(s) of Proposed Projects Here $\rightarrow$	2022-23	2023-24	2024-25	2025-26	2026-27	- Remarks
Asbestos						
Classroom Lighting				N		
Electrical		\$ 6,000.00	*4,000,00			
Floor Covering		\$4,000.00	¢ 10,000,00			
ниас		#18,000.00				
Painting	4,900,00	\$3,000.00				
Plumbing		\$6,000,0				
Roofing	42,802,00					
Wall Systems 4	20,951.37					
GRAND TOTAL:	68,653.3	7 # 37,000	0 14,000,00			
Form Completed By: Ma	ry-beth E	ballas			orm Comple	ted: 4/20/23

# SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS School Y

School Year: 2022-23

ł.

School District: County Education Office	Cla	ss Type: MTU		Portabl	22	
School Site: <u>Cathedral Oaks</u> Age of Portable:	24 Years	Year Built:	<u>1999</u> v	Owned	Leased	Sq. Footage
Complete one form for each portable building inspe	cted					

	the second s	ENDED TIN stimated Cost			Г COMPLE	TION	
	Date Last Upgraded	Current FY	Second FY	Third FY	<u>Fourth FY</u>	Fifth FY	Remarks
		2022-23	2023-24	2024-25	2025-26	2026-27	A
Asbestos	n/a						
Classroom Lighting	2017 new						
Electrical	1999 new		\$4,000,00	\$\$2,000.00			antic. fire panel improvements, exterior lighting + wiring vinyl floors in restrooms
Floor Covering	2008 Carpet		00.000, L <sup>i</sup> ₽	\$,000.00	þ		vinyl floors in restrooms
HVAC	1999 new		\$ 10,000.00				
Painting	2016 Int. 2014 Ext	₩ 4,900.00					50% of Cost
Plumbing	1999 new		# 3000.00				
Roofing	1999 new	42,802,00					50% Cost (includes fumigation)
Wall Systems	n/a	20,951,37					storm repairs to interior ceiling
Total Estimated Cost		#68,653.3-	7 24,000.00	#7,000.0	Þ		
Inspection Date	:	4-3-22-		2865	las		

# SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREAFIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE<br/>OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMSCurrent<br/>School Year: 2022-23

 School District:
 County Education Office
 Class Type:
 Preschool Specialist
 Portable Number:
 23

 School Site:
 Cathedral Oaks
 Age of Portable:
 24 Years
 Year Built:
 1999
 \school Owned
 Leased
 Sq. Footage

 Complete one form for each portable building inspected
 Sq. Footage
 Sq. Footage

	the second se		MELINE FO for Each Pro		r comple	TION	
	Date Last Upgraded	Current FY	Second FY	<u>Third FY</u>	Fourth FY	Fifth FY	Remarks
		2022-23	2023-24	2024-25	2025-26	2026-27	
Asbestos	n/a						
Classroom Lighting	2017 new			5			
Electrical	1999 new		# 2,000.00	\$ 2,000,00			antic. fire panel improvements (23-24) and security Cameras(24-25)
Floor Covering	2008 Carpet 2013 Floors			\$,000.00			
HVAC	1999 new		\$,600,00				
Painting	1999 Int. 2014 Ext.		# 3,000, co				East side siding; quote TBD
Plumbing	1999 new		#3,000.00	>			East side Siding, quote TBD est: 50% of gutter repairs + erosion control for stormwater
Roofing	2015						
Wall Systems	n/a						
Total Estimated Cost			#16,000.60	# 7,000,00			
Inspection Date:	: L	+-3-22	- 0	860	las		



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

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

# **BACKGROUND:**

- Policy 3204 Section VIII stipulates that regional operators submit a proposed technology cost plan to the SBCSELPA Director for the year going forward by April 1 of the preceding year. It further indicates the JPA Board shall approve all proposed costs associated with technology that exceed the non-salary budget costs caps.
- SBCEO met the submission deadline to the SBCSELPA, and district/LEA special education administrators and business officials have reviewed the plan that proposes replacement of and/or updates to out-of-date technology, software, and licenses per the following categories (See REF: VIII-C.1 for more details):

	Category	Need	Justification	Cost
1	Replacement Hardware	Replacement of outdated computers	Computers are outdated and need to be replaced for efficient	\$45,758
	Thatuware	computers	operations	
2	New Hardware	New computers to support program growth/distance teaching		\$1,750
3	Additional Tech. Tools Needed to Operate Current Programs	Printers, Budget for Miscellaneous Tech needs, and Apple App Store Budget	To provide ongoing support to keep technology working in a timely and efficient manner the classroom	\$15,700
4	Web Based Systems	Curriculum Licenses; Information Management Systems and Operational Licenses/Software	Support student communication tools. Necessary and Required Licenses and Software for regional programs.	\$33,470
			TOTAL:	<u>\$96,678</u>

- SBCEO has indicated in their request that projected costs *could* exceed non-salary budget cost caps, but they will not know until they complete the 2023-24 regional budget.
- Shared technology costs will be allocated across regional programs while cost specific to a program will be charged to that program.
- > LEA/district special education administrators and business officials support the proposed plan.

FISCAL IMPACT: The proposed technology costs should be approximately \$96,678 and assessment costs approximately \$29,348 by SBCEO. This may increase overall SBCEO regional program costs by \$126,026 total.

**RECOMMENDATION:** The JPA Board approve SBCEO's request to exceed the non-salary budget caps in the 2023-2024 school year as presented.

RA:rw



# 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 1, 2023

TO: Ray Avila, SELPA Director & the SBC JPA Board

FROM: Kirsten Escobedo, Associate Superintendent, SBCEO

RE: Request for additional funding if needed for technology and assessment 2023-24

As you know, the SBC SELPA Local Plan details non-salary caps for each regional program. While SBCEO's intention is to operate under caps for every aspect of the Local Plan, when we have technology needs and needs for updated assessment tools and protocols, we must bring to the JPA board a request to consider additional funding for these two purposes **in the event we** do **exceed our caps**.

Please see the attached spreadsheets detailing SBCEO regional requests for the 2023-24 school year with projected costs, justifications, and potential affected program budgets. Please again note that the costs do not reflect an over cap impact, but rather are reflective of specific need areas that **could** result in us exceeding non-salary caps. Currently, we do not have a projection on what if any the excess costs will be as we are in process of building the regional budget for next year.

In summary, we are anticipating our regional technology costs to be approximately \$96,678. and our assessment costs approximately \$29,348.

Thank you for your consideration.

					23-24	
			s Students in Regional programs ages 3-22		\$	24,229
			to assess students in Regional Programs Ages 3-22 Budget County-wide		\$ \$	1,61
otal Assess		ige Floideo	Budget County-wide		\$	29,34
ategory: nter 1, 2, r 3	SN ID	Qty	Description	Program	Total (Inclue Shippi Estima	des Tax & ing
	AELT01	1	TAPS-4: A Language Processing Skills Assessment	DHOH	S	27
1		1	Oral Passage Understanding Scale (OPUS)	DHOH	\$	36
1		1	Brigance IED III Standardized Inventory	PreSpec	\$	22
	Assess1	6	CARS-2 ST	Psych	\$	50
	Assess1	8	DP-4 Parent/Caregiver Interview Print Form	Psych	\$	1,460
	Assess1 Assess1	8	ADOS-2 Module 1 Booklet ADOS-2 Module 2 Booklet	Psych Psych	\$ \$	78
	Assess1	1	ABAS-3 Teacher/Daycare Provider (Ages 5-21)	Psych	s	13
	Assess1	4	ABAS-3 Teacher/Daycare Provider (Ages 2-5)	Psych	\$	54
	Assess1	4	ABAS-3 Parent/Primary Caregiver Forms (Ages 0-5)	Psych	\$	54
	Assess1	1	ABAS-3 Parent/Primary Caregiver Forms (Ages 5-21)	Psych	\$	13
	Assess1 Assess1	1	Conners Early Childhood Manual Conners Early Childhood Teacher Software Form	Psych Psych	\$ \$	14
	Assess2	1	DP-4 Teacher Online Checklist (25 Uses)	Psych	\$	15
	Assess2	1	RCMAS-2 Autoscore Form (Pack of 25)	Psych	ŝ	9
	Assess3	1	DAS-II Early Years Spanish Supplement Record Forms	Psych	\$	13-
	Assess3	12	DAS-II Early Years Record Forms	Psych	\$	1,60
	Assess3	1	DAS-II School Age Record Forms	Psych	\$	17-
	Assess3 Assess3	1	DAS-II Complete Kit (Print) DAS-II Speed of Information Processing Version A	Psych Psych	\$ \$	1,610
	Assess3 Assess3	2	DAS-II Speed of Information Processing Version A DAS-II Speed of Information Processing Version B	Psych	\$ \$	110
	Assess3	1	WISC-V Record Form (print)	Psych	\$	21
1	Assess3	1	WISC-V Response Booklet (print)	Psych	\$	159
	Assess3	9	Vineland-3 Comprehensive Level Interview Forms w/ Item Level Probes	Psych	\$	1,14
	Assess3	1	Vineland-3 Comprehensive Level Parent/Caregiver Forms Spanish	Psych	\$	12
	Assess4 Assess4	9	BASC-3 PRS Preschool Record Forms BASC-3 PRS Preschool Record Forms Spanish	Psych Psych	\$ \$	562 250
	Assess4 Assess4	6	BASC-3 TRS Preschool Record Forms	Psych	\$	36
	Assess4	1	BASC-3 SRP Child Record Form	Psych	s	62
1	Assess4	1	BASC-3 TRS Adolescent Record Forms	Psych	\$	62
	Assess4	2	BASC-3 PRS Adolescent Record Forms	Psych	\$	12:
	Assess4	2	BASC-3 SRP Adolescent Record Forms	Psych	\$	122
	Assess4 Assess4	7 4	ASRS Parent Quikscore Forms Ages 2-5 with DSM-5 Update	Psych Psych	\$ \$	78
	Assess4 Assess4	3	ASRS Teacher/Childcare Provider Quikscore Forms Ages 2-5 ASRS Spanish Parent Quikscore Forms Ages 2-5	Psych	5	330
	Assess5	8	Bayley-4 Cognitive Record forms	Psych	\$	714
	Assess5	1	WRAML3 Picture Memory/Design Memory Recognition Booklets 2	Psych	\$	134
	Assess5	1	WRAML3 PM/DM Recognition Response Booklet	Psych	\$	134
	Assess5	1	WRAML3 Standard Record Forms	Psych	\$	16
	Assess5 Assess5	2	CTOPP-2 Ages 7-24 Record Forms Qty 25	Psych	\$ \$	195
	Assess5 Assess5	3	KABC-II Normative Update Record Forms Beery VMI 6th Full Edition Full Forms Ages 2-100 (print)	Psych Psych	5	509
	Assess5	3	Beery VMI 6th Full Edition Motor Coordination Forms (print)	Psych	s	9
	Assess5	3	Beery VMI 6th Edition Visual Perception Forms (print)	Psych	\$	9
	Assess5	3	Vineland-3 Comprehensive Level Teacher Forms (print)	Psych	\$	382
	Assess6	30	ASRS Parent Forms (6-18 years) Online	Psych	\$	15
	Assess6	20 215	ASRS Teacher/Childcare Provider Forms (6-18 years) Online	Psych	\$	10
	Assess6 Assess6	213	ASRS Parent Forms (2-5 years) Online ASRS Teacher/Childcare Provider Forms (2-5 years) Online	Psych Psych	\$ \$	1,13
	Assess6	220	MASC 2 Parent Forms Online	Psych	\$	1,10
	Assess7	1	BRIEF-P Rating Forms	Psych	\$	13
1	Assess7	1	FAW/FAR/FAM Combination Kit	Psych	\$	2,43
	Assess7	1	FAM Examiner Record Forms	Psych	\$	8
	Assess7	1	FAM Examinee Response Forms	Psych	S	4
	Assess7 Assess7	25	FAM Interpretive Report FAR Examinee Response Forms	Psych Psych	\$ \$	20
	Assess7 Assess7	1	FAW Examiner Record Forms	Psych	5	
	Assess7	25	FAW Interpretive Report	Psych	\$	19
1	Assess8	1	WJ IV Cognitive Test Record w/ Scoring License	Psych	\$	28
	Assess8	1	WJ IV Cognitive Student Response Book Package	Psych	\$	13
	Assess9	1	Cognition Manual w/ 10 protocols	Psych	\$	7
	Assess10 Assess11	1	Skills Inventory Packet Vineland-3 Q-global Scoring Subscription 1 Year (Digital)	Psych Psych	\$ \$	13
	Assess11 Assess11	1	BASC-3 Q-global Scoring Subscription 5 year (Digital)	Psych	5	30
	Assess11 Assess11	1	Bayley-4 Q-global Scoring Subscription 1 Year (Digital)	Psych	s	5
1	Assess11	1	KABC-II Q-global Scoring Subscription 1 Year (Digital)	Psych	\$	5
	Assess11	1	DAS-II Q-global Scoring Subscription 1 Year	Psych	\$	5
	Assess11	1	WISC-V Q-global Scoring Subscription 3 Year (Digital) with Interpretive Report	Psych	\$	19
	Assess11 Assess11	10	WPPSI-IV Q-global Interpretive Report Qty 1 (Digital) KABC-II Q-global Manual (Digital) and Normative Update Manual Supplement (Digital)	Psych Psych	\$ \$	13
1	. 13503511	1	Category 1: Total	1 5901	5	24,22
	RGAH02	1	Brigance Inventory of Early Development III STANDARDIZED	Pre SDC	\$	22
	RGAH02	1	IED III Classroom Kit, which includes IED III,	PreSpec	\$	41
	RGAH02	2	20 Record Books, Accessories, and a durable canvas tote	PreSpec	\$	9
	AUTSM5	1	Brigance Inventory of Early Development III Standardized protocols	Pre SDC	\$	4
	AUKJ4 AUNH1	1	Gestalt Language Processing Handbook Receptive-Expressive Emergent Language Test-4th Ediition (REEL-4)	PreSpec PreSpec	\$ \$	2
	AUNH1 AUNH2	1	Language Use Inventory (Starter Kit)	PreSpec	5	
	AUNH2 AUNH3	1	Childrens Communications Checklist-Second Edition (CCC-2) Complete Kit (Print)	PreSpec	\$	3
			Category 2 Total:	1	ŝ	1,6
3	CDRA1	1	Preschool Specialist Protocol Budget	PreK- SDC	\$	3,50
			Category 3 Total:		S	3,5

Computers are outdated and Budgeted prices of replaceme (pandemic supply & semand, Outdated desktops will be rep	puters needed fo need to be repla ent computers ar component and blaced with Lapto hen they match dor Laptop le Laptop	r low incidence programs, which ced for efficient operations. e higher than previous years, beca	will be submitted the ause computer prices gher processing pow Location Righetti Psych North	s are currently sign	ificantly higher du ess likely to break, Cost	no need for portabilit Program DHOD Regional
Category 2 Category 3 Category 4 Grand Total Category 1: Replacement Cor This list does not include com Computers are outdated and Budgeted prices of replacemet (pandemic supply & semand, Outdated desktops will be rep Desktops will be purchased w increased machine longevity) Original Purchase Date Ven 4/22/2019 Acen 8/20/2020 App	puters needed fo need to be repla ent computers ar component and blaced with Lapto hen they match dor Laptop le Laptop	\$       1,750         \$       15,700         \$       33,470         \$       96,678         :          or low incidence programs, which ced for efficient operations.         e higher than previous years, becashipping Costs, tariffs).         ops based on needs for portability the needs and are economical (higher than previous and are economical (higher than previous and are economical (higher than a previous and are economical (higher than a previous a previo	will be submitted the ause computer prices gher processing pow Location Righetti Psych North	s are currently sign er, more durable/l Justification Outdated	ificantly higher du ess likely to break, Cost 1,100.00	no need for portabilit Program DHOD Regional
Category 3 Category 4 Grand Total Category 1: Replacement Cor This list does not include com Computers are outdated and Budgeted prices of replaceme (pandemic supply & semand, Outdated desktops will be rep Desktops will be purchased w increased machine longevity) Original Purchase Date Ven 4/22/2019 Acen 8/20/2020 App	puters needed fo need to be repla ent computers ar component and blaced with Lapto hen they match dor Laptop le Laptop	\$       15,700         \$       33,470         \$       96,678         :          or low incidence programs, which         ced for efficient operations.         e higher than previous years, beca         shipping Costs, tariffs).         ops based on needs for portability         the needs and are economical (high         Employee         Allenena Olivas         Amy Gillespie	will be submitted the ause computer prices ofter processing pow Location Righetti Psych North	s are currently sign er, more durable/l Justification Outdated	ificantly higher du ess likely to break, Cost 1,100.00	no need for portabilit Program DHOD Regional
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4/22/2019 Acer 8/20/2020 App	- Laptop le Laptop	Allenena Olivas Amy Gillespie	Righetti Psych North	Outdated	1,100.00	DHOD Regional
8/20/2020 App	le Laptop	Amy Gillespie	Psych North			• •
				dead	1,475.00	Regional
New App	le Desktop	Crystal Ramos	North			
New App	le Desktop	Crystal Ramos	Nowth		1	1
			North	Needs Desktop	1,579.00	Regional Allocated
				Stolen during		
3/24/2016 App	le Desktop	Diana Gilbert	Regency	break-in	1,579.00	Regional
				Stolen during		
11/18/2020 Acer	Laptop	Diana Gilbert	Regency	break-in		Regional
8/17/2018 Dell	Desktop	Donna Tadaro	Clarence Ruth	Outdated	1,475.00	Regional
4/23/2019 Acer	- Laptop	Erica Pinto	SLP-McCleland	Outdated	1,100.00	Regional
1/9/2017 App	le Laptop	Erin Shurson	SLP-McClelland	Outdated	1,475.00	Regional
4/22/2019 ASU	S Laptop	Jenny Barlow	SLP-McCleland	Outdated	1,100.00	Regional
8/2/2019 Dell	Laptop	Joanna Hendrix	DHOH-North	Outdated	1,100.00	DHOH Regional
Replacements Vari	ous Laptop	Laptop Replacement fund	ALL	Replacements	16,500.00	Regional
				Ordered Last		
				year and used		
1/1/2017 App	le Laptop	Laura Torres	рнн	for Reiko	1,475.00	DHOH Regional
8/21/2019 ASU	S Laptop	Laurie Moore	Fillmore	Outdated		Regional
8/17/2018 App	le Laptop	Mackenzy Bilkey	SLP-Lompoc	Outdated	1,475.00	Regional
7/25/2018 App	le Laptop	Maria Rivera	DHOH-North	Outdated	1,475.00	Regional
6/1/2017 App	le Laptop	Nellie Rivera	Psych Valley/SM	Outdated	1,475.00	Regional
8/21/2019 ASU		Ruby Teran	Dos Puertas	Outdated	1,100.00	
8/1/2019 App	le Laptop	Rebecca Atkinson	Pre Assess	Outdated	1,100.00	
6/1/2017 App		Sarah Holtz	Infant Lompoc	Outdated	1,475.00	Regional
8/6/2019 ASU		Sherry Reyes	SLP-Hapgood	Outdated	1,100.00	Regional
8/6/2019 Acer		Vacant SLP	SLP-Lompoc	Outdated		Regional
8/21/2019 ASU		Vacant SLP	SLP-Dunlap	Outdated		Regional
8/2/2019 Dell		Vacant- SLP	SLP-Lompoc	Outdated		Regional
8/6/2019 Acer		Vacant-SLP Miller	SLP-Miller	Outdated		Regional
	Total Cate				\$ 45,758	

#### Category 2: New Computers Needed for Program Growth/Distance Teaching Options:

Item	Employee	Location	Justification	Cost	Program
					Regional-
Laptop	New Position- Computer Tech	SOUTH	Program Expansion		650 Allocated
Laptop	Laura Ishikawa- Program Spec	NORTH	New Pos- Program Spec		1100 Regional
	Total Category 2:			\$	1,750

#### Category 3: Additional Technology Tools Needed to Operate Current Programs

Item	Employee	Program Locations	Justification	Cost	Program
			3 printers requested for Special		
10			Needs;		
Printers	Multiple	All Regional	7 printers in need of replacement	4500	All Regional
			Throughout the year needs for		
Miscellane	2		tech items arrive. This is a pooled		
ous Tech			budget to purchase those tech		
Needs	Multiple	All Regional	items.	2,000	All Regional
			App store balance replenishent.		
			Several high ost apps will be		
App Store			purchased as well as additional		
Funds	Multiple	All Regional	apps for new programs	4,500	All Regional
			Replacements for outdated		Shared costs
Replacem		Shared costs with	phones that are no longer		with non-
ent cell		non-regional	supported as well as a new phone		regional
phones	Mulriple	programs	for a JPA approved position	2,500	programs
Canon					
DSLR T7			Camera needed to conduct ASL		
Camera	Multiple	DHOH	testing for DHOH students	700	Reional-DHOH
			TVs for conference rooms to allow		
			for projection from computers for		
TVs	Multiple	Admin Offices	meetings and trainings	1,500	All Regional
	Total Category 3:			\$ 15,700	-

#### Category 4: Web Based Systems needed

Description	Justification Cost		Program
	Student information system, connects		
AERIES	directly between SIRAS and CALPADs	5,900	All regional
	Substitute caller system needed based		
Frontline Absence Management (AESOP)	on our programs spread county wide		All regional SDC PreSDC, Mod/Se
	Needed to create visual schedules,		Elem, Mod/Sev
Boardmaker online	comm books, comm exchange	3,044	Sec
	This is curriculum that aligns with		
	Common Core standards and current		Mod/Sev Elem
Unique/News2You/Symbolstix	events that our students can access. Allows our II support to not have to	10,000	and Mod/Sev S
	always travel to school sites to		
	address computer issues and assist in		
	Psych scoring saves on travel time		
GoToAssist / Log Me In	and money	1,200	All regional
	Upgrades to outdated software 10		
Micrsoft Win 10 Pro	pack of licenses	1,080	All regional
	Security Software needed for all		
Webroot	regional computers	2,352	All regional
Zoom Software	Allows video conferencing: 30 seats	2,304	All regional
	ITS Remote login for computer		
Datto	troubleshooting	1,440	All regional
Total Category 4:	\$	33,470	



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Carpinteria Unified School District Request to Take Back Occupational Therapy (O.T.) Services for the 2024-25 School Year

# **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 April 19, 2023, Carpinteria Unified School District (CUSD) notified SBCSELPA of its intent to discontinue the provision of occupational services through Santa Barbara County Education Office (SBCEO), (SEE attachment, REF: VIII-D.1). CUSD requests they be allowed to begin providing their own OT services in the 2023-2024 school year. CUSD did not meet the SBCSELPA Local Plan program transfer notification requirement of a year and a day notice, however, the district this decision directly effects (CUSD only) and the regional provider (SBCEO) agree and approve moving this request forward.
- Carpinteria Unified School District will ensure a continuum of OT services in house as outlined in the attached program transfer checklist and plan (SEE attachment, REF: VIII-D.2).

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts at this time.

**RECOMMENDATION:** The JPA Board approve the Carpinteria O.T. program transfer plan as presented.

RA:lm

Diana F. Rigby Superintendent

Maureen Fitzgerald Assistant Superintendent Business Services



REF: VIII-D.1 Beard Members Jaime Diamond Jaclyn Fabre Sally Green Andy Sheaffer Aaron Smith

# Carpinteria Unified School District

Apr 19, 2023

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

The Carpinteria School District benefits greatly from the collaborative relationship it has with the Santa Barbara Selpa and the Santa Barbara County Office of Education. SBCOE has provided Occupational Therapy services for Carpinteria Unified for a number of years and we have benefited greatly from the service, the expert advice, and the collaborative support they offer.

Since CUSD took back its preschool services from SBCEO our needs for Occupational therapy have increased to the point where we need a full time employee. After much consideration, CUSD has decided to begin providing its own occupational therapy services. We believe that providing these services through a district employee is in the best interest of our students and families.

Please consider this CUSD's year and day notice that the regional occupational therapy services provided by SBCOE (managed by the SB SELPA) will be taken back and provided by CUSD beginning in the 2024-25 as we are contractually obligated to do.

This is also a request to allow us to begin providing our own services beginning in the 23-24 school year. The reason we are making this request is that due to a statewide staffing shortage, SBCEO has had a very hard time providing the services they are contracted to provide. They were not able to provide a SBCEO employee until sometime in November this year. They attempted to provide the services through a subcontractor who also was not able to reliably provide services. It required a great deal of work on our part just communicating with the subcontractor and managing the lack of services with parents and staff.

The staffing shortage SBCOE is experiencing is also affecting CUSD in multiple areas. We have no illusions that it will be easy for us to find an Occupational Therapist. Nor is this a critique of SBCEO. This shortage is affecting us all and they made every effort to provide the services. But the difficulties experienced this year and our ultimate responsibility to ensure our students receive the services is why we are requesting that SB SELPA waive the year and a day requirement and allow us to directly manage our own services beginning in the 2023-24 school year.

1400 Linden Avenue • Carpinteria, California 93013 • Tel: (805) 684-4511 • Fax: (805) 684-0218 • www.cusd.net

An additional reason to consider this early release from our contract is that SBCEO can utilize their OT staff to serve some of the other districts under the SELPA contrat which have also been affected by this shortage.

Regardless of your decision to allow for the early release, we appreciate all the work and support provided to us by both the Selpa and SBCEO and look forward to our ongoing collaboration in the many areas we work together to serve students and families.

Thank you for your consideration.

Sincerely,

At Shame

Robert Scheerger Director of Special Education Carpinteria Unified School District

# **Request for Program Transfers and/or Services**

# **Program Transfer Plan**

Part 1 – Identification	
Date of Request: 5/11/2023	Effective Date of Student Transfer: 7/1/2024
Name of Receiving Agency (new site): CUSD	Name of Sending Agency (existing site): SBCEO as a contractor for the SBCSELPA Regional OT program

Part II – List Type of Programs and/or Services (or Students) being	Number	
Transferred:	Staff	Students
A. Occupation Therapy Services for District Students	1	32
B. If partial transfer of program, list type of program and services remaining: NA- Transferring all OT services for CUSD.	N/A	N/A

**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))
  - Students currently receiving OT services and those that qualify for services after the transfer takes place will need to be serviced directly by a CUSD Occupational Therapist. This is currently 1 full time position. Approximately 32 students are currently being served.
- 2. Continuum of Services (Section 5607 (a) (2))
  - CUSD will ensure that students continue to receive services. The CUSD HR department has posted for an Occupational Therapist full-time position. The posting occurred on April 22, 2023.
- 3. Continuation of IEPs (Section 5607 (a) (3))
  - CUSD will have the appropriately licensed personnel in place to ensure the services continue to be provided.
- 4. **LRE** (Section 5607 (a) (4))
  - CUSD will make every effort to hire a full time OT to provide the services. They will work with personnel agencies and or local Occupational Therapists to provide the service if they are unable to hire before the program transfer.
- 5. **IEP Support Services** (Section 5607 (a) (5))
  - Not applicable
- 6. Assurance Statement (Section 5607 (a) (6))
  - Not applicable
- 7. **Parent and Staff Involvement** (Section 5607 (a) (7))
  - CUSD Special Education staff will be informed of this decision on May 18th in an email.
  - Parents and staff will be introduced to the new staff member soon after this individual is hired by CUSD.
- 8. Equipment
  - Existing facilities will be utilized.
- 9. Facilities
  - Existing Facilities will be utilized

Part IV - Procedural Safeguards Checklist.

This part serves as notification and assurance that the program transfer has been completed with appropriate procedural safeguards.

 $\Box$  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.

As soon as we know the date of the program transfer, CUSD will plan for and hold IEP team meetings at the appropriate time so that each affected student's IEPs accurately reflects the program provider when the service is delivered.

□ Inter-agency agreements have been completed with all appropriate non-educational agencies. Signing this document is an affirmation that this process has been completed and assures that agreements are in place for students to receive services specified in their IEPs that are the responsibility of non-educational agencies.

CUSD does not have any contracts with non-educational agencies to provide OT services.

 $\Box$  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. N/A

# **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 Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Ynez Valley Special Education Consortium (SYVSEC) Request to Take Back Occupational Therapy (O.T.) Services for the 2024-25 School Year

# **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 May 24, 2023, the Santa Ynez Valley Special Education Consortium (SYVSEC) notified SBCSELPA of its intent to discontinue the provision of occupational services through Santa Barbara County Education Office (SBCEO), (SEE attachment, REF: VIII-E.1). SYVSEC requests that they be allowed to begin providing their own services in the 2023-2024 school year. SYVSEC did not meet the SBCSELPA Local Plan program transfer notification requirement of a year and a day notice, however, the districts this decision directly effects (those withing the SYVSEC) and the regional provider (SBCEO) agree and approve moving this request forward.
- ≻

The Santa Ynez Valley Special Education Consortium will ensure a continuum of services in house as outlined in the attached program transfer checklist and plan (SEE attachment, REF: VIII-E.2).

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts currently.

**RECOMMENDATION:** The JPA Board approve the SYVSEC O.T. program transfer plan as presented.

RA:lm



SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM Serving Santa Ynez Valley School Districts 301 Second Street, Buellton, CA 93427 (805) 688-4222 Ext 2121

May 24, 2023

Santa Barbara County SELPA 5385 Hollister Ave. Bldg. 7 Goleta, CA 93111

Re: Program Transfer Request - Occupational Therapist

Dear Ray Avila:

The Santa Ynez Valley Special Education Consortium (SYVSEC) would like to formally thank the Santa Barbara County Education Office for providing occupational services for the students in the Santa Ynez Valley during the 22-23 school year. Despite SBCEO's tenacious and diligent efforts, it has been extremely difficult for SBCEO to hire and maintain a qualified occupational therapist to provide OT services for students given the current extreme shortages of qualified applicants.

Given these challenging times with finding qualified applicants, the SYVSEC has recently hired a new Human Resources Specialist. The SYVSEC has also coordinated with its participating districts to increase the Occupational Therapists salary in order to be competitive with the surrounding Districts.

We believe that due to these changes, the SYVSEC has recently been able to recruit and hire a qualified Occupational Therapist that lives in the Santa Ynez Valley. Therefore, we are currently providing the needed OT services for all the students in SYVSEC, since SBCEO has not been able to hire a qualified OT.

We understand that we have a year and a day commitment with the Santa Barbara County SELPA for regional OT services from SBCEO, but SBCEO has not been able to provide the regional OT services for the SYVSEC students since December 2, 2022, due to lack of qualified OTs in our area.

Accordingly, in an effort to provide OT services to the SYVSEC students as soon as possible we are requesting to be released from the regional OT services for the 23-24 school year.

As per policy, the Consortium is submitting for review to you and to the Santa Barbara County Education Office Assistant Superintendent of Special Education, Kirsten Escobedo a completed "Request for Program Transfer" packet for the next applicable JPA board meeting. Please let me know if there is any additional documentation you may need in order to make this a smooth transition for all involved. I thank you in advance for your efforts and if I can be of any further assistance to you, please contact me at 805-688-4222 ext. 2256 or e-mail me at cechavarria@buelltonusd.org.

Sincerely,

Claudia Echavarria Director of Santa Ynez Valley Special Education Consortium

Cc: Kirsten Escabedo, SBCEO Assistant Superintendent Randy Haggard, Buellton School District Superintendent Sierra Loughridge, Solvang School District Superintendent Pam Rennick, Ballard School District Superintendent Andrew Schwab, SYV Union High School District Superintendent Bree Valla, Vista del Mar District Superintendent Ray Vazquez, Los Olivos District Superintendent Maurene Donner, College District Superintendent

# 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:\_\_\_\_\_\_

# Step 1 – Letter of Intent

Date Due	Evidence of	SELPA	ЛА	
	Submitted to SELPA	Initials	Board Approval Date	
Prior to the first day of the second fiscal year	Letter dated 5/24/23			
beginning after the date on which the transfer will take place	Letter dated 5/24/23			
	Prior to the first day of the second fiscal year beginning after the date on which the transfer will	Activity Submitted to SELPAPrior to the first day of the second fiscal yearLetter dated 5/24/23beginning after the date on which the transfer willLetter dated 5/24/23	Activity Submitted to SELPADirector InitialsPrior to the first day of the second fiscal yearLetter dated 5/24/23beginning after the date on which the transfer willLetter dated 5/24/23	

# 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	Plan dated 5/24/23		
<ol> <li>Evidence availability of a full continuum of services to affected pupils has been considered</li> </ol>		Plan dated 5/24/23		
3) Evidence continuation of current IEPs of affected pupils has been considered		Plan dated 5/24/23		
<ol> <li>Evidence provision of services and LRE for affected pupils has been considered</li> </ol>		Plan dated 5/24/23		
5) Evidence of maintenance of all IEP support services has been considered		Plan dated 5/24/23		
6) Assurance statement that there will be compliance with all federal and state laws and regulations and SELPA policies		Plan dated 5/24/23		
7) Evidence parents and staff were represented in the planning process for both the conding and magining LEA		Parent Letter dated 5/24/23 Staff meeting		
the sending and receiving LEA		5/8/23, 5/10/23,5/15/23		
<ol> <li>Evidence of an agreed upon plan between sending and receiving LEAs for transfer of equipment</li> </ol>		Plan dated 5/24/23		
9) Proposed plan for facilities		Plan dated 5/24/23		
10) Certification of the receiving LEA's governing board		Pending BOE approved 6/14/23		
Comments:				

# **Request for Program Transfers and/or Services**

# Program Transfer Plan - Occupational Therapy

Part 1 – Identification		
Date of Request: 5/24/23	Effective Date of Student Transfer:	
	July 1, 2023	
Name of Receiving Agency (new site):	Name of Sending Agency (existing site):	
Santa Ynez Valley Special Ed. Consortium (SYVSEC)	Santa Barbara Co. Ed. Office (SBCEO)	

Part II – List Type of Programs and/or Services (or Students)	Number of:	
being Transferred:	Staff	Students
A. Description of Program: Occupational therapy Services (see attached list of students and being transferred)	1 FTE	25
<b>B.</b> If partial transfer of program, list type of program and services remaining: N/A	N/A	N/A

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))
  - See attached list of students being transferred from Occupational Therapy Services with SBCEO to SYVSEC.
  - Their services will continue without disruption as listed in their current IEPs
  - Students will continue to be assessed and evaluated as determined by the IEP team to address ongoing IEP needs and continued eligibility.
  - SYVSEC will also continue their responsibility for child find for students with Occupational Therapy needs.
- 2. Continuum of Services (Section 5607 (a) (2))
  - SYVSEC will provide the Occupational Therapy Services for the 7 LEAs in the Consortium
  - The SYVSEC will employ one 1 FTE credentialed Occupational Therapist to support the 25 students who currently need services.
  - This staff member will also provide services to any newly eligible special ed. students who may need Occupational Therapy Services from here forward.
- 3. Continuation of IEPs (Section 5607 (a) (3))
  - The student's IEP will continue to be implemented as agreed upon on their current IEP
  - The site of the services will not change; this Occupational Therapy provider will
  - continue to provide the services at the student's current district of service.
- 4. LRE (Section 5607 (a) (4))
  - Students will be provided services in the least restrictive environments; with a continuum of services options available.

- Students will be supported in the general education setting unless as determined by the IEP team; due to the student's disability they are unable to make satisfactory progress even with the use of supplementary aids and services.
- If other services are needed not currently listed in the IEP the SYVSEC will either hire the needed staff to provide those services or will coordinate with other outside agencies to provide the services.

# 5. IEP Support Services (Section 5607 (a) (5))

- Number of FTEs: 1 FTE will be hired to provide the needed Occupational Therapy services.
- This FTE will provide the needed: direct services, consultation services with other educational staff, needed assessments for eligibility under Occupational Therapy services per IDEA and CA regulations, training to other educational staff and will consult with needed outside agencies as appropriate to implement student's IEP.

# 6. Assurance Statement (Section 5607 (a) (6))

- SYVSEC and SBCEO have met and agreed upon proposed program transfer.
- The SYVSEC assures the Santa Barbara Co. SELPA and its Joint Powers Agencies that it will provide the Occupational Therapy needed services as outlined in student IEPs and is committed to meeting the needs of student's with Occupational Therapy needs as per our child find obligations.

# 7. Parent and Staff Involvement (Section 5607 (a) (7))

- We have mailed out letters to our parents of students with Occupational Therapy services notifying them of the program transfer and asking for their input (see attached parent letter)
- A separate meeting for all parents from Consortium Districts for transfer of Occupational Therapy services to the Santa Ynez Valley Special Education Consortium was deemed not necessary by both SBCEO and SYVSEC as Occupational Therapy is not a stand-alone regional program but is rather a related service and all other related services are already being provided at student's district of attendance.
- We have notified staff of the transfer and requested any suggestions they may have for the transfer at staff meetings dated: 5/8/23, 5/10/23 & 5/15/23.
- We will also train our staff next year about our current Occupational Therapy services and how to access these services.

# 8. Equipment

• All Occupational Therapy assistive technology purchased with low-incidence funds will continue with the current student who is using it. There will be no disruption of needed assistive technology or low-incidence equipment.

# 9. Facilities

• Services will be provided at the same existing facilities, the student's district of attendance.

# Part IV - Procedural Safeguards Checklist.

This part serves as notification and assurance that the program transfer has been completed with appropriate procedural safeguards.

- Students will be supported in the general education setting unless as determined by the IEP team; due to the student's disability they are unable to make satisfactory progress even with the use of supplementary aids and services.
- If other services are needed not currently listed in the IEP the SYVSEC will either hire the needed staff to provide those services or will coordinate with other outside agencies to provide the services.

# 5. IEP Support Services (Section 5607 (a) (5))

- Number of FTEs: 1 FTE will be hired to provide the needed Occupational Therapy services.
- This FTE will provide the needed: direct services, consultation services with other educational staff, needed assessments for eligibility under Occupational Therapy services per IDEA and CA regulations, training to other educational staff and will consult with needed outside agencies as appropriate to implement student's IEP.

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- We have notified staff of the transfer and requested any suggestions they may have for the transfer at staff meetings dated: 5/8/23, 5/10/23 & 5/15/23.
- We will also train our staff next year at our first back to school in-service about our current Occupational Therapy services and how to access these services.

# 8. Equipment

• All Occupational Therapy assistive technology purchased with low-incidence funds will continue with the current student who is using it. There will be no disruption of needed assistive technology or low-incidence equipment.

# 9. Facilities

• Services will be provided at the same existing facilities, the student's district of attendance.

# Part IV - Procedural Safeguards Checklist.

This part serves as notification and assurance that the program transfer has been completed with appropriate procedural safeguards.

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.

Inter-agency agreements have been completed with all appropriate non-educational agencies. Signing this document is an affirmation that this process has been completed and assures that agreements are in place for students to receive services specified in their IEPs that are the responsibility of non-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 V - 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	
		(Pending Board Approval)	
Buellton Union School District	6/14/23	I guert Agree	



SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM Serving Santa Ynez Valley School Districts 301 Second Street, Buellton, CA 93427 (805) 688-4222 Ext 2121

May 24, 2023

Re: Occupational Therapy Services

Dear Parent:

In an effort to streamline student supports, the Santa Ynez Valley Special Education Consortium is intending to transfer any required Occupational Therapy services from the Santa Barbara County Education Office to the Santa Ynez Valley Special Education Consortium for the 2023-24 school year.

Please be assured that this transfer of providers will not impede your child receiving occupational therapy services outlined in their Individual Education Program (IEP) in any way.

If you have any questions concerning this process, please feel free to contact out office. At 805-688-4222 ex 2256.



SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM

Serving Santa Ynez Valley School Districts 301 Second Street, Buellton, CA 93427 (805) 688-4222 Ext 2121

May 24, 2023

Re: Servicios de Terapia Ocupacional

Estimados Padres:

En un esfuerzo por simplificar el informe del estudiante, el Consorcio del Valle de Santa Ynez en Educacion Especial tiene la intencion de transferir cualquier servicio requerido de Terapia Ocupacional, de la Oficina del Condado de Santa Barbara a el Consorcio del Valle de Santa Ynez en Educacion Especial para el ano escolar 2023-24.

Tenga la seguridad que esta transferencia de proveedores no impide de ninguna manera que su hijo/a reciba Servicios de Terapia Ocupacional tal descrito en su Plan Individual Educativo (PIE).

Si tiene alguna pregunta en cuestion de este proceso, por favor no dude en contactar nuestra oficina. Al (805) 688-4222 Ext. 2256



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County SELPA Local Plan Revision, Section 9, AB 602 Special Education Fiscal Allocation Plan – Change for Funded ADA (*First/Second Reading/Approval*)

# **BACKGROUND:**

- The 2022-23 Budget Act authorized a new calculation method for computing AB602 Special Education State Block Grant Funding to SELPAs.
- This change calculated a "Funded ADA" for each LEA in the SELPA. This calculation was first released at Principal Apportionment 1 in February 2023.
- In response to this change, an Ad Hoc Funding Model Committee reviewed SBCSELPA Local Plan language and recommends that the SBCSELPA Local Plan be changed to align with the state's new method for determining Funded ADA beginning this fiscal year (2022-2023).
- Current Calculation: LEAs for purposes of special education allocated on the Greater of the current or two prior years' ADA. Charters who are not LEAs for purposes of special education receive allocation based on current year ADA Only.
- Proposed Calculation: Beginning in 2022-23, Each LEA will be allocated funding based on the P-2 *Funded* ADA, per the exhibit released by the state.
- These changes have been reviewed with Special Education Administrators and Business Officials on April 15, 2023.
- Proposed revisions have been made to Section 9 of the Local Plan and are applicable to Fiscal Year 2022-23 (SEE attachment, Local Plan, Section 9, AB 602 Special Education Fiscal Allocation Plan)
- > This item is brought as an action item in June due to it applying to the 2022-2023 Fiscal Year.

# FISCAL IMPACT: None.

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

RA/RW:lm

#### SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

# 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

### 3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan

# I. 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 services.
- 3. Facilitates transfers of 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. 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 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 as described in this section (3204). The JPA Board authorized the SBCSELPA Administrative Unit to act as the fiscal agent for the SBCSELPA. Funds for SBCSELPA-funded services and Sparsity Adjustment (Part <u>IV</u>) shall be taken off-the-top prior to distribution of the remainder of the AB 602 block grant.

#### 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

#### 3200 BUDGET PLANNING PROCESS

#### 3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

The remaining AB 602 funds will be distributed to districts based upon their AB602 P-2 Funded ADA. At year-end, the ADA will be adjusted and aligned to current year certified AB602 P-2 Funded ADA. In the event of a declared emergency or approved J-13 waiver, the revised P-2 Funded ADA will be used.

#### **III. SUMMARY OF FUNDING MODEL COMPONENTS**

As per the State AB 602 funding model, special education revenues will be received by the SBCSELPA in the form of a block grant.

The following funding sources will be outside and in addition to the block grant and shall be distributed to districts as indicated below.

• Federal Part B Local Assistance (PL-142) Funds (Resource 3310)

Shall be allocated to districts based on the current year AB602 P-2 Funded ADA, after a reduction as specified in section XIX. These funds are reimbursements and will be only distributed based on district usage and reporting of expenditures.

• Federal Preschool Grant (Resource 3315)

2.882% for Regional Services is allocated to SBCSELPA. The remainder shall be allocated based on the current year AB602 P-2 Funded ADA for non-charter Grades K-6. These funds are reimbursements and will only be distributed based on district usage and reporting of expenditures.

• Low Incidence Funds Refer to part XV. of this section (3404).

• Preschool Staff Development (Resource 3345)

Shall be allocated to districts responsible for providing Preschool services based on their prior year SELPA Baseline K-6 ADA. These funds are reimbursements and will be only distributed based on district usage. Districts may apply allocation for SELPA Professional Development fees or submit an invoice for reimbursement. Funds not utilized by an LEA by June 30<sup>th</sup> of the first fiscal year of the grant will be used to offset the cost of providing Preschool Staff Development Services by SBCSELPA or other LEAs at the discretion of SBCSELPA.

• Infant Program Income (both IPS Unit and supplemental grant funding) Allocated to SBCEO as the sole operator of Infant Programs for SBCSELPA

## 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

## 3200 BUDGET PLANNING PROCESS

#### 3204 AB 602 Special Education Fiscal Allocation Plan (Continued)

If the SBCSELPA budget reserves reach levels that exceed what is determined to be necessary for prudent budget planning, the JPA Board may authorize a rebate to the SBCSELPA local education agencies that operate special education programs based on each LEA's share of the total SBCSELPA ADA, excluding regional SDC students.

# XIII. PAYMENT FOR INTRA-SELPA PLACEMENTS IN NON-REGIONAL PROGRAMS

It is recommended that districts that enroll special education students in non-regional SDC classes from other districts within the SBCSELPA be allowed to bill the district of residence for the student's placement in such programs.

The charge to the district of residence will be based upon the actual cost of operation of the non-regional SDC class utilizing the same cost accounting methodology as is employed for determining the cost of operating regional programs

The charge to the district of residence will be calculated based upon the actual number of days of enrollment for the school year.

## XIV. TREATMENT OF CHARTER SCHOOLS

Charter Schools that are deemed their own LEA for purposes of special education shall receive their special education funding in the same manner as these funds are distributed to non-direct service districts.

#### XV. LOW INCIDENCE MATERIALS AND EQUIPMENT FUNDS

Low Incidence (LI) Funding will be retained at SBCSELPA for Off-the-Top expenditures and to reimburse districts for expenditures based on their allocated amounts.

Off-the-Top amounts will be approved by the SBCSELPA JPA Board in the Annual SBCSELPA Adopted Budget. LEAs may request access to funds from the set aside pool based on extraordinary circumstances, such as new LI students. Requests must be approved by the JPA board.

#### SANTA BARBARA COUNTY

#### SPECIAL EDUCATION LOCAL PLAN AREA

#### 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

#### 3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (Continued)

#### **XVI. INFANT PROGRAM FUNDING**

Infant program funding will be received separately from other AB602 special education revenues. Funds received for the operation of programs for infants with disabilities (including both State and Federal funds) will be allocated to the program operators serving infants.

#### **XVII. OUT-OF-HOME CARE FUNDING**

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

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

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

- a) Foster Youth Districts will receive a proportion based on current year P-2 Funded ADA
- b) STRTP distributed to districts based on proportion of days students with IEPs were enrolled in a STRTP program in their district/total SELPA enrollment days of students with IEPs in STRTP programs.

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

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

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

#### APPENDIX A Santa Barbara County SELPA Funding Plan Annual Event Schedule

		First Q		Second (		Third Qu			th Quarter
		SELPA provides Enrollment Searches	Data due to SELPA by:	SELPA provides Enrollment Searches	Data due to SELPA by:	SELPA provides Enrollment Searches	Data due to SELPA by:	SELPA provides Enrollment Searches	4 <sup>th</sup> Quarter data due to SELPA by:
Event Regional Itinerant VH, O&M, DHH, OT, Pre-K Specialist	Enrollment	3rd Friday of October	October 31 <sup>st</sup>	3rd Friday of January	January 30 <sup>th</sup>	4th Friday of March	April 15 <sup>th</sup> Adopted Budget	June 30 <sup>th</sup>	July 6 <sup>th</sup>
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Prior Year Adjustments	Expenses		September 30 <sup>th</sup>						
AB602 CDE Exhibits						Feb			Late June- Mid July
Funding Model Updates		1	1	Nov Calculated with prior year P-2 Funded ADA	]	Feb Calculated with prior year Funded P-2 ADA	April		Aug Calculated with current year AB602 Funded P-2 ADA

DATE REVISED: October 1, 2012 DATE REVISED: November 6, 2017 9-28 DATE REVISED: June 1,2023

#### 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

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#### 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

#### 3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

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Funding Model Updates				Nov Calculated with prior year P-2 <u>Funded</u> ADA	]	Feb Calculated with prior year <u>Funded</u> P-2 ADA	April		Aug Calculated with <del>greater of</del> current o <del>r</del> previous-year <u>AB602</u> Funded P-2 ADA

#### **Recommended Funding Model Change**

Recommendation: Use "P-2 Funded ADA" as the ADA Allocation Factor beginning with Fiscal Year 2022-23

Current Local Plan Allocation:	Proposed Change:
Does not represent how funding is now calculated.	To align with the new funding calculation.
Is the greater of current or 2 prior years' P-2 ADA for districts	Update ADA Distribution Factor to "Funded ADA" per new AB602 Formula
and charters who are LEAs for purposes of SPED	Greater of current or 2 prior years' ADA per LEA
For this model current allocation is based on 2 prior years P-2 ADA	Non-LEA for sped purposes charter ADA is part of parent district calculation
and 22-23 P-1 ADA.	Non-LEA charter is not separated out to be considered separately.
For non-LEA for Sped purposes charters, only current year ADA is used.	Funded ADA is now easily identifiable on AB602 ADA Exhibits

Sum of Allocations based on ADA

	Top Distribution Sum					y Column I through N
			\$			
		Current*		Proposed		
22-23 P-1 ADA Used			F	unded ADA (P-1)	D	ifference
Lompoc-Org 41	\$	9,639,545	\$	9,629,417	\$	(10,128)
Manzanita-Org 74	\$	437,748	\$	437,238	\$	(510)
Orcutt-Org 16	\$	5,085,723	\$	5,148,062	\$	62,339
SM-Bonita-Org 18	\$	17,438,647	\$	17,434,281	\$	(4,366)
SM High-Org 32	\$	8,705,564	\$	8,695,407	\$	(10,157)
Carpinteria-Org 42	\$	2,164,091	\$	2,161,955	\$	(2,136)
Goleta-Org 10	\$	3,754,254	\$	3,751,023	\$	(3,231)
Hope-Org 12	\$	961,972	\$	961,145	\$	(827)
SB Unified-Org 40	\$	13,636,331	\$	13,619,882	\$	(16,449)
Santa Barbara Charter-Org 40	\$	277,014	\$	276,690	\$	(324)
Adelante Charter-Org 77	\$	292,514	\$	292,174	\$	(340)
SBCEO - Direct SvcOrg 61	\$	898,753	\$	898,064	\$	(689)
Blochman-Org 02	\$	204,477	\$	204,239	\$	(238)
Family Partnership-Org 76	\$	413,404	\$	412,921	\$	(483)
SBCEO - Regional	\$	-	\$	-	\$	-
Santa Ynez Valley ConsOrg 04	\$	2,947,546	\$	2,934,937	\$	(12,609)
Guadalupe-Org 11	\$	1,312,806	\$	1,312,954	\$	148
SELPA-Org 71	\$	3,359,036	\$	3,359,036	\$	-
SBCEO (non-reg./non d.s.)	\$	2,294,788	\$	2,294,788	\$	-
Total	\$	73,824,213	\$	73,824,213	\$	-

Baselin		
Current	Proposed	
Method	Funded	Difference
9,099.34	9,098.77	(0.57)
430.11	430.11	-
4,818.30	4,884.05	65.75
16,335.46	16,346.33	10.87
8,553.66	8,553.66	-
2,045.75	2,045.75	-
3,490.66	3,490.66	-
894.43	894.43	-
13,188.20	13,186.56	(1.64)
272.18	272.18	-
287.41	287.41	-
734.18	734.18	-
200.91	200.91	-
406.19	406.19	-
-	-	-
2,793.04	2,793.04	-
1,235.62	1,236.89	1.27
-	-	-
-	-	-
64,785.44	64,861.12	75.68

SBCSELPA Allocated ADA SBCSELPA Funded P-1 ADA 64,785.44

64,861

Proposed method effectively gives more to districts with charters who may have had declining enrollment, because of the hold harmless. It does follow the state's new method for calculating SELPA ADA.

## **Funding Model Committee**

Recommendation: Use "P-2 Funded ADA" as the ADA Allocation Factor beginning with Fiscal Year 2022-23

Currently: Greater of current or 2 prior years ADA for districts and charters who are LEAs for special education purposes. And current year ADA charters who are not LEAs for special education purposes.

Rationale: Aligns with the new formula used to calculate SELPA ADA. Funded ADA Exhibit is provided at each apportionment by CDE.

Funded ADA is calculated PER LEA as the greater of

- The sum of components of district and charter ADA for current year a)
- b) The sum of components of district and charter ADA for first prior year

The sum of components of district and charter ADA for second prior year c)

with adjustments for charters that may be transferring to another SELPA

#### Effect:

•

Ends a separate treatment for charters who are not LEAs for purposes of special education, now included with parent district ADA.

Proposed Local Plan Change on April **SEAMBO** Padlet

Allocation

Comparison on

**SEAMBO** Padlet



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding for Program Expansion of Santa Maria/Orcutt Preschool SDC for the 2023-2024 School Year

#### **BACKGROUND:**

- As per our Local Plan, regional program operators must make a request to the JPA Board if student numbers, or classroom demands necessitate that a new program be opened or expanded.
- SBCEO currently operates 8 full day and 2 half-day preschool programs serving the students in Santa Maria and Orcutt, including SDC and Inclusion classes. According to the SBCSELPA Local Plan half-day SDC classes should have a max of 8-9 students with one preschool SDC teacher and 2 paraeducators.
- Due to the dramatic increase of preschool referrals for special education services, it is expected that by August 2023 there will be 182 students requiring these services. According to SELPA recommended guidelines the current SBCEO preschool programs can only accommodate 152 students. SBCEO clearly will not have the space to accommodate all of the expected students.
- Based on current projections, the SBCEO is requesting two (2) additional special education classes to begin in August 2023.
- > District/LEA business officials and special education administrators agree with the request.

# **FISCAL IMPACT:** Estimated increase in cost for expansion ranges from \$436,484.00 - \$661,772.00 for the 2023-2024 school year.

**RECOMMENDATION:** The JPA Board approve the SBCEO request for funding for expansion of Santa Maria/Orcutt Preschool SDC Class for the 2023-2024 school year as presented.

RA:lm

#### REGIONAL PROGRAM OPERATOR REQUEST FOR FUNDING FOR PROGRAM EXPANSION

#### PLEASE COMPLETE ONE FORM FOR EACH REQUEST BEING SUBMITTED

#### **Date:** May 10, 2023

#### School Year for Which Request Applies: Beginning August 2023-24

- 1. **Program Operator:** Santa Barbara County Office of Education
- 2. **Regional Program Type:** Preschool
- 3. **School:** To be determined.

#### 4. Current Class Size:

The SBCEO currently operates 8 full day preschool programs and two half day preschool programs serving students in Santa Maria and Orcutt. This includes Special Day Classes and Inclusion classes. The SELPA Local Plan recommendation for a half day SDC Programs is 8-9 students with one preschool SDC teacher and two paraeducators. (The MOU with Alan Hancock and CommUnify Preschools state that the maximum number of students is 8.)

- 5. **Age Range:** 3-5
- 6. Current number of Instructional Aides assigned to class: 0
- 7. Total number of hours per day of aide time assigned to class: 0
- 8. **Describe specifics of this request:** This request is for two additional full-day preschool programs as described in number 9.

#### 9. Please provide a narrative explanation of the reason for this request:

The SBCEO is experiencing an increase in the number of preschool referrals for special education services. The expected number of students requiring a preschool special education program by August 2023 is 182. Based on SELPA recommended guidelines the current SBCEO preschool programs can accommodate 152 students. The SBCEO will therefore not have classroom space for the number of preschool students requiring special education services. The SBCEO is therefore requesting two additional special education classes to begin in August of 2023.

#### 10. Estimated increase in cost for the next school year:

2023-2024 School Year

2 (1.0 FTE) SDC Teachers = \$196,000 - \$260,000

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

4 (0.875 FTE) Paraeducators = \$240,484 - \$351,772

#### Total : \$436,484 - \$661,772

## Santa Maria/Orcutt Preschool Inclusion and SDC Projections 2023-2024 Updated 05/10/2023

Preschool Programs	Available Number of Spaces by August 2023
Alice Shaw	4
Regency PS	0
Taylor PS	4
Oakley PS	1
Robert Bruce PS	2
Ontiveros LEAP	2
Hancock Inclusion	3
Los Padres Inclusion	3
Chapel Inclusion	7
SDC 1 (location TBD)	16
SDC 2 (location TBD)	16
Total available student spaces by August 2023	58
Projected number of new eligible students by August 2023	88
Total Space available by August 2023	-30



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding for Program Expansion of Santa Ynez Valley Preschool SDC Class for the 2023-2024 School Year

## **BACKGROUND:**

- As per our Local Plan, regional program operators must make a request to the JPA Board if student numbers, or classroom demands necessitate that a new program be opened or expanded.
- SBCEO currently operates 3 half-day preschools in the Santa Ynez Valley area. According to the SBCSELPA Local Plan half-day SDC classes should have a max of 8-9 students with one preschool SDC teacher and 2 paraeducators.
- The expected number of students requiring an SDC preschool program by August 2023 is 12, 500% increase from last year. This is a direct result of the recent influx of students being assessed. The current program is limited to 8 students, leaving zero spaces available to accommodate the projected need for the 23-24 school year.
- Based on current projections, the SBCEO is requesting one (1) additional half-day preschool program for the 2023-24 school year.
- > District/LEA business officials and special education administrators agree with the request.

# **FISCAL IMPACT:** Estimated increase in cost for expansion ranges from \$89,902.00 - \$161,290.00 for the 2023-2024 school year.

**RECOMMENDATION:** The JPA Board approve the SBCEO request for funding for expansion of preschools in Santa Ynez Valley for the 2023-2024 school year as presented.

RA:lm

#### REGIONAL PROGRAM OPERATOR REQUEST FOR FUNDING FOR PROGRAM EXPANSION

#### PLEASE COMPLETE ONE FORM FOR EACH REQUEST BEING SUBMITTED

#### **Date:** April 27, 2023

#### School Year for Which Request Applies: Beginning August 2023-24

- 1. **Program Operator:** Santa Barbara County Office of Education
- 2. **Regional Program Type:** Preschool
- 3. **School:** To be determined.

#### 4. Current Class Size:

We currently have three half day preschools in the Santa Ynez Valley area; Zaca Preschool Inclusion Program, Santa Ynez Valley State Preschool Inclusion Program and Valley Preschool Special Day Class (SDC) Program. The SELPA Local Plan recommendation for a half day SDC Program is 8-9 students with one preschool SDC teacher and two paraeducators. (The MOU with Zaca Preschool states that the maximum number of students is 6.)

- 5. **Age Range:** 3-5
- 6. Current number of Instructional Aides assigned to class: 0
- 7. Total number of hours per day of aide time assigned to class: 0
- 8. **Describe specifics of this request:** This request is for an additional half-day preschool program as described in number 9.

#### 9. Please provide a narrative explanation of the reason for this request:

The expected number of students requiring an SDC preschool program by August 2023 is 12, which represents a 500% increase compared to the 22-23 school year. This increase is due to the recent influx of students being assessed, as well as students who are currently attending the inclusion preschool but require SDC level of support and did not have a program available in the Santa Ynez Valley to be placed in. Our existing SDC preschool capacity is limited to 8 students, leaving zero spaces available to accommodate the projected need for the 23-24 school year. Please refer to the table below for additional detail.

In addition to the increased number of students requiring an SDC preschool placement, there is also a continued need for inclusion preschool placement in the Santa Ynez Valley area. Between two different preschools in the Santa Ynez Valley, there are a total of 12 inclusion preschool spots available every school year. By the end of the school year in June 2023, SBCEO had 15 students requiring an inclusion preschool placement. The 2023-24 school year is projected to start with 8 students in total between the two inclusion programs, which is within the 12 available spots for the year. This leaves only 4 more spots available for the rest of the school year.

## 10. Estimated increase in cost for the next school year:

2023-2024 School Year

.5 FTE SDC Teacher=\$38,370-\$85,910

.375 FTE Para= \$25,766-\$37,690

.375 FTE Para= \$25,766-\$37,690

## Total : 89,902-\$161,290

Inclusion	Total Spaces Available	Projected # Students in August 2023	Available # of Spaces August 2023
Zaca Preschool	6	2	4
Santa Ynez Valley Preschool	6	5	1
TOTALS	12	7	5
Special Day Class	Total Spaces Available	Projected # Students in August 2023	Available # of Spaces 2023
Valley Preschool	8	12	0
TOTALS	8	12	- 4

#### Santa Ynez Valley Preschool Inclusion and SDC Projections 2023-2024 Updated 04/27/2023

Note: In addition to the data above, we have more students being assessed who may need a preschool placement by August 2023.

SELPA1 5-29-13 (E)



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding for Program Expansion of Lompoc Preschool SDC Class for the 2023-2024 School Year

#### **BACKGROUND:**

- As per our Local Plan, regional program operators must make a request to the JPA Board if student numbers, or classroom demands necessitate that a new program be opened or expanded.
- SBCEO requests to add two (2) teachers and four (4) additional paraeducators, 2 being bilingual paraeducators. This would allow for expansion of programs that are already on campuses where there is already an existing general education preschool program to allow for more inclusive opportunities for our students. It would allow us the opportunity to increase openings to at least an additional 29 slots to serve future students that may become eligible in the 2023-2024 school year.
- In summary it would allow us the opportunity to increase openings to at least an additional 29 slots to serve future students that may become eligible in the 2023-2024 school year between September through January of the 2023-2024 School year.
- > District/LEA business officials and special education administrators agree with the request.

**FISCAL IMPACT:** Estimated increase in cost for expansion ranges from \$437,380.00 - \$612,262.00 for the 2023-2024 school year.

**RECOMMENDATION:** The JPA Board approve the SBCEO request for funding for expansion of Lompoc Preschool SDC Class for the 2023-2024 school year as presented.

RA:lm

#### REGIONAL PROGRAM OPERATOR REQUEST FOR FUNDING FOR PROGRAM EXPANSION

#### PLEASE COMPLETE ONE FORM FOR EACH REQUEST BEING SUBMITTED

**Date:** May 05, 2023

#### School Year for Which Request Applies: 2023-2024

- 1. **Program Operator:** Santa Barbara County Education Office
- 2. **Regional Program Type:** Lompoc Preschool SDC Class
- 3. **School:** To be determined
- 4. **Current Class Size:** Please see the table below for more information.
- 5. **Age Range:** 3-5
- 6. Current number of Instructional Aides assigned to class: N/A
- 7. Total number of hours per day of aide time assigned to class: N/A

#### 8. **Describe the specifics of this request:**

- 1.0 FTE Preschool teacher
- 1.0 FTE Preschool teacher
- .875 FTE paraeducator
- .875 FTE bilingual paraeducator
- .875 FTE paraeducator
- .875 FTE bilingual paraeducator

#### 9. Please provide a narrative explanation of the reason for this request:

Due to growth in preschool assessments and placements, and given the current class numbers, this request is to add additional inclusion slots in class to serve preschool students from Lompoc and to add an additional special education preschool SDC program for the 23-24 school year.

Based on current projections, we have 41 team assessments scheduled between 05/01/2023 and 08/31/23. Not all of these assessments will result in preschool placements. However, our current percentage of students being found eligible is 80 to 90 % of students being assessed. If even half of the team assessments result in eligibility placements, we will need space for at least 21 more preschoolers. We are looking at projections for the 2023-2024 school year, and our classroom caseloads are already high with classes starting at 5 -10 students per class. (See chart below for details.)

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

We need at least 21 more slots for students by August in order to stay below the SELPA guidelines of 8 students in the SDC classroom. We will have only 27 slots left starting in the fall of 2023-2024. We anticipate needing more, as we get more referrals over the summer and early in August, and this does not include the students who are referred who are over 3 years old. We must have an open spot to provide families with an appropriate offer of FAPE that aligns with the student's level of need.

If we are able to add two teachers and 4 additional paraeducators, this would enable us to expand our programs on campuses where there is already an existing general education preschool program to allow for more inclusive opportunities for our students. It would allow us the opportunity to increase openings to at least an additional 29 slots to serve future students that may become eligible in the 2023-2024 school year between September through January of the 2023-2024 School year: 5 at De Colores Inclusion Preschool, 8 at New Horizons Preschool, located at Clarence Ruth, and 16 at a new preschool program, location to be determined

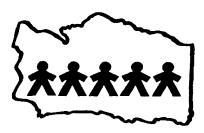
## **10.** Estimate cost of this request for the remainder of the current school year:

N/A

## **11.** Estimate increase of cost for next year:

1.0 FTE Teacher - \$98,448 - \$130,245 1.0 FTE Teacher - \$98,448 - \$130,245 .875 FTE Para - \$60,121 - \$87,943 .875 FTE Para Bilingual - \$60,121 - \$87,943 .875 FTE Para- \$60,121 - \$87,943 .875 FTE Para Bilingual- \$60,121 - \$87,943 TOTAL: Low: \$437,380 -- High: \$612,262

Lompoc 2023/2024 Projections		As of 05/05/2023	As of 05/05/2023	Enrollment History	Projected enrollment Starting in August 2023
Preschool SDC Site	SELPA Recommended Total	Current # Enrolled	Available # of Spaces	2021-2022 School Year	August 2023- 2024
Clarence Ruth Leap	8	10	0	12	10
New Horizons (AM)	8	6	2	NA	6
Hapgood (class moving, will be New Horizons B next year)	16	22	0	18	11
Central	16	22	0	16	13
Filmore	16	22	0	17	11
Young Learners	16	16	0	NA	5
De Colores Inclusión (PM)	5	2	3	NA	2
TOTALS	85	100	5	63	58
Total number of available slots for the 2023-2024 as of 05/2023 (85-58)	27				
Total number of team assessments pending 05/01/23 - 08/31/23	41				
Мау	11				
June	16				
July	7				
August	7				
Available spaces (27- 41)	-14				



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding of Additional Support Staff for Lompoc LEAP Program for the 2023-2024 School Year

## **BACKGROUND:**

- As per our Local Plan, regional program providers must annually request to continue and/or add the employment of extra or supplementary support staff that is above and beyond the number of support staff allocated per program or FTE in Local Plan Policy 3204.
- The current Local Plan staffing ratio guidelines for this program is one (1) teacher and three (3) paraeducators per every eight (8) students. 2:1 student to staff ratio on the continuing guideline for SBCEO LEAP classrooms. Currently there are 10 students enrolled for the 2023-24 school year, one student over the maximum guidelines. These 10 students all require some sort of one on one (1:1) assistance for various activities, thus the request for additional paraprofessional support for the 23-24 school year. It is anticipated that additional students will enroll for the remainder of the 23-24 school year, thus needing the additional support for the school year.
- To meet the needs of this classroom effectively and comply with the staffing ratio the regional program operator, SBCEO, is requesting funding for 6 hours of additional paraprofessional support time per day. The request for additional aide time support for the 2023-2024 school year is outlined in the attached request (REF: VIII-J.1).
- An observation team recently visited the classroom and deemed the request for additional para support necessary as requested.
- > LEA/district special education administrators support the proposed plan.

**FISCAL IMPACT:** The estimated cost for the additional paraprofessional ranges from \$51,532.20 to \$75,379.79 for the 2023-2024 school year.

**RECOMMENDATION**: The JPA Board approve the SBCEO regional program request for funding for additional support staff for Lompoc LEAP program for the 2023-2024 school year as presented.

RA:lm

## Page 1 of 8

## Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: SBCEO									
Regional Program Type: Exten	Regional Program Type: Extensive Support Needs LEAP Preschool								
<b>District:</b> Lompoc Unified School District	School: Clarence Ruth Preschool				For 2023-2024	School Year			
Teacher Name: Donna Todaro	Curi	rent Class S	ize: 10		Age Range: 3	3-5			
If request is for TLP; how man	y of the	students ar	e in the TLI	P class 50	% or more of tl	heir day:			
Reason for additional request (check all appropriate boxes):       □         □       To meet the needs of a student with a low incidence disability         □       To assist a student with severe behavioral problems         X       Staff ratio in individual classroom(s)									
Support staff being requested/p	pages to	complete: X	Additional	Aide Tim	e (pgs.1-3) 🗆 S	igning Aide			
(pg.1)									
□ Signing Interpreter (pg.1) □	Franscrib	er (pg.1)	]Other (pgs.	1-3)					
Number of additional support	staff hou	ırs requestii	ng per day:	s I	E <b>stimated cost f</b> support staff: Low: \$51,532.20 High: \$75,379.79	-			
			if request is fo						
	Last Ini		□ Male □	Female	Age:	Grade:			
Does Student live in a group home?	□ Yes □	] No							
nome.									
<b>Current Local Plan staffing rat</b> students./2:1 student to staff ratio	0		- 0		-	aeducators for 8			
Current Support Staff		00	tal	Duties					
(ex: program aide, additional aide, one or	n one, etc)		Schedule						
Drogrom Aida		( <i>ex.15hrs/M</i> 5hrs M-F 8:	on-Fri 9-12)	A spict off	student with save	are behavior and			
Program Aide	JШS IVI-Г 0.	.30 - 2.30	Assist all student with severe behavior and safety needs.						
Program Aide		5hrs M-F 8:	30 - 2:30	Assist all students with severe behavior and					
Program Aide		5hrs M-F 8:	30 - 2:30	safety needs. Assist all student with severe behavior and					
Program Aide		5hrs M-F 8:	30 - 2:30	safety needs. Assist all student with severe behavior and safety needs.					

## **Regional Program Operator Request for Funding of Additional Support Staff** Provide a narrative explanation of the reason for the additional support staff request (do not use student names; use initials if needed):

The SELPA staffing guidelines for the Preschool LEAP Program is one teacher and three paraeducators for eight students for the full day program. This March, prior to our transition meetings being held, we had looked at our programming needs for the following school year and had determined that many of our TK eligible families, and students, might want to access a full day TK classroom at Lompoc Unified School District. We also had a significant number of students who would be K eligible. We projected our LEAP program would begin with 4 students in the Fall of 2023-2024 school year, and decided that we would be able to decrease our paraeducator staff from 4 to 3. We had reassigned the fourth paraeducator to another program for the 23-24 school year. This person had been trained to support the high level of needs required to make the LEAP program run like a well-oiled machine. Now that most of our transition meetings have been held, we have found that our LEAP classroom will be starting with 10 students in August 2023. Based on the current student behavioral needs and level of support required to meet the needs we are requesting maintain the 4<sup>th</sup> paraeducator. We anticipate adding additional students over the remainder of the school year and will need the same level of support to begin the 2023-2024 schoolyear.

The students in the class have a variety of intensive needs requiring a high level of monitoring including elopement, extreme sensory seeking behaviors, and difficulty participating in directed tasks without a high level of support. This intensive level of support needed includes the use of positive reinforcement strategies, tangible reinforcers, visual schedules, and the use of picture exchange communication systems.

These students require close monitoring and constant supervision in order to keep all students and staff safe and to teach appropriate social skills. When the students become aggressive (hitting, biting, throwing objects, kicking) and/or attempt to elope it requires at least 1 staff member to monitor them, and/or provide supports and EBP strategies to support and calm the student. This reduces the supervision for all the remaining students in the classroom.

Many of the students in the classroom continue to wear diapers (8 children) and are being toilet trained. Two other students are in underwear but require supervision and support removing/replacing clothing, participating in handwashing routine, in the bathroom. All students require a minimum of two daily changes. The high level of staff support during the times of diaper changes also reduces the staff supervision for other students.

The use of evidenced-based practices (EBP) for students with ASD and moderate –severe disabilities have been implemented in the class and students continue to make progress. Successful implementation of evidenced-based practices requires staff training and a high level of planning and organization to ensure success. This daily prep and planning needs to be done regularly and prior to student's arrival in the classroom so that when students are present, staff can fully monitor and support the students, provide the consistency and structured routines and interventions necessary to facilitate academic progress for students while decreasing inappropriate behaviors. Some of the interventions and strategies used include visual schedules, keeping available tangible reinforcers that are unique to each child, creating K and UPK curriculum based lesson activities with modifications and accommodations that are unique and relevant to each child's individual developmental needs.

Since Covid 19 started, the LEAP classroom implemented and continues to use a high level of CDC/Public Health recommendations and hygiene strategies to ensure that students and staff remain safe. These strategies, while well worthwhile in avoiding shutdowns for the LEAP classroom, also require a higher level

of effort to disinfect and maintain the classroom, all the materials, and ensure the good health of staff and students.

**Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff:** Additional staff would no longer be required as student numbers drop to 8 or below.

#### Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care.	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends.	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts.	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers.
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities.	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited.	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning.	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately.
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents.	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation.	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions.	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation.
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15- 45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering.	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors.	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. NeedsDiscrete TrialABA Structured TeachingPECs. Requires adults at close proximity due to possible seizures she may experience and fallX	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers.
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily.	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors.	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group.	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 75% of the time. Requires adult to facilitate social interaction with peers and to remain in proximity at all times.

#### School Day Description: (check day(s) that pertain to chart below) X MONDAY X TUESDAY X WEDNESDAY X THURSDAY X FRIDAY

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week. *Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.* 

Time	Program Activity	Behavior Exhibited	# of other	What are the other support staff	Additional Support
			students	doing?	Needed at this time because
9:00-9:40	Meet bus/or parents, breakfast for students with free/reduced eligible students, directed free play for students not eating and students are taken to bathroom on 1:1 basis to engage in the toileting routine. Health/temp checks are also done for each student upon arrival if needed.	Various behaviors are exhibited throughout all the transitions noted throughout the day. We use a variety of positive reinforcement strategies for individual students but this can be an intensive process and individualized for each student. Transitions and directed tasks are where we experience the most intensive behaviors.	10	3 staff needed to get the 6 students off the bus and safely escort/assist them into the classroom from the street. Other staff meets parents bringing their children into the classroom and/or remain in the classroom already present when the bus arrives.	After all students are in the classroom 2 staff toilet students 1:1, 1 staff is managing students eating at the table, 2 remaining students are facilitating activities with students not involved in above noted activities and/or setting up work center activities that will start after large group.
9:40-9:50	Clean up/prep for music group 1 staff sets up chairs for group, while remaining staff assist students in clean-up	Some students may resist coming to group and need to be monitored for elopement and/or unsafe behaviors such as climbing on chairs, hiding, or running around room.	10	All staff are assisting students in clean up and transition to group	At least 5 students need 1:1 support to cooperate and participate in the class clean-up transition process.
9:50-10:00	Music/story group Daily group consists of activities based on weekly thematic unit. Starts with Good morning song, a story is read, an activity with manipulatives, and closing with a movement song, then so-long song and visual schedules are given to sttudents	Various students need 1:1 assistance throughout the group to facilitate interactions and maintain appropriate attention, take their turn, imitate songs motions etc.	10	Assisting in keeping students participating while teacher leads group activities.	A high level of support is needed to help students withing large group, maintain personal space while engaging and participating in the thematic based group which daily includes skills students need to understand the various activities presented for the day (anticipatory set) and meet iep goals for focus and attention paired with reciprocal interactions with peers.

10:10-10:50	5 different work centers focusing on Pre-K Academics and IEP goals	Work Centers: As noted, behaviors regularly occur when students are participating in directed, non-preferred, structured tasks. Various supports and strategies are needed to avoid/decrease behaviors and modification/.accommodati ons are needed to meet each child's individual cognitive abilities	10	Each staff person-currently teacher and 4 paras, are assigned a center, 1 staff person to 2 students per center. Students use a visual schedule and rotate to a new center every 10 minutes. Students rotate through 5 different Centers-Fine motor, gross motor, art, Academic task, sensory center	Most students are not yet able to fully/independently transition from center to center. Each student needs individualized supports to successfully transition and work toward independence.
10:50-11:10	Toileting done by 2 staff, clean –up by remaining staff and prep to go outside for recess eg: putting on shoes, jackets etc.	Students are aware recess is coming up and this is often when they will try to elope/get outside or participate in other inappropriate behaviors such as climbing furniture or acting out because they have difficulty waiting until the bell rings.	10	2 staff toileting 2 student at a time in the bathroom. Currently 3 remaining staff are in the classroom monitoring the students and putting away materials used in Centers.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and health and hygiene needs.
11:10-11:40	Outside Recess	Our area is fenced and gated but at least 4 students need constant monitoring to make sure they do not climb over the fence or unlatch the gate. At least 4 students are unsafe on the climbing equipment and need to be monitored. 2 students eat non-edibles such as dirt/rocks or sand.	10	Currently 4 staff outside with students while 1 staff is inside the classroom setting up the classroom and completing clean-up of play/center areas.	Not enough support for safety, participation in classroom, integration activities, work on individual goals and healthy food/nutritional needs.
11:40-12:15	Lunch time	Students come back into class and go seat/placemat At their lunch tables	10	2 large tables are wet up with student placemat and lunches-5 students per table with 2 staff at each table and one staff roaming to get additional food items, drinks, etc. All staff also work on helping students maintain appropriate interactions such as not taking another students food, not overstuffing, dumping juice for	Not enough support for safety, participation in classroom, integration activities, work on individual goals and healthy food/nutritional needs.

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

## Regional Program Operator Request for Funding of Additional Support Staff

	Λεξισπαι Ι	rogram Operator Requ	uesi jor 1 <sup>.</sup> ui	iaing oj Aaailional Support	Siujj	
				sensory effect. Working in increasing self-help skills such as using utensils, drinking from age appropriate cup,		
				increasing variety of preferred foods		
				and/or encouraging healthier food options also occurs at this time.		
12:15 – 1:00	Lunch clean-up, self-select time, facilitated play and toileting.	Students are allowed to choose activities and/or participate in facilitated play or sensory based activities.	10	4 staff are monitoring students while 1 staff cleans up lunch area and prepping for afternoon centers. When these duties are complete, 2 staff toilet students while remaining 3 staff	Not enough support for safety, participation in classroom, integration activities, work on individual goals and social interactions, self-help and individual goals.	
1:00-1:40	Music/Story group then 5, five	Same as reported for	10	are engaging/monitoring students Teacher leads group, visual schedules	Not enough support for safety,	
	minute work centers.	previous group/centers with exception that afternoon centers are shorter in duration and simpler in activity complexity.		are not used in the afternoon to support transition students learn to transition without schedule in the event their future class may not use schedules.	participation in classroom, integration activities, work on individual goals and social interactions, self-help and individual goals.	
1:40-2:00	Outside recess/Students leave on bus or with parents	Same process as morning recess with continuous monitoring needed.	10	1 staff remains inside to clean up, remaining 4 staff remain outside until bus/parents arrive. At this time, it is critical for all staff to be closely monitoring because parents arrive at different times and gate can open/close frequently as parents come in and/or students are escorted outside by staff person. A high level of staff take students out to the bus because it is parked on the street and students need close monitoring as we load 1 student at a time making sure they are secured and belted in before the next student gets on the bus.		



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Proposed 2023-2024 SBCSELPA JPA Board Meeting Dates

## **BACKGROUND:**

- > The following dates are being proposed for 2023-2024 SBCSELPA JPA Board Meetings:
  - July 2023 No Meeting
  - August 28, 2023
  - September 2023 No Meeting
  - October 2, 2023\*
  - November 6, 2023
  - December 4, 2023
  - January 2024 **No Meeting**
  - February 5, 2024
  - March 4, 2024
  - April 2024 **No Meeting**
  - o May 6, 2024<mark>\*</mark>
  - o June 3, 2024

## \* - Superintendents' meeting is being held virtually.

- The proposed dates above align with the 2023-2024 Superintendents' meeting schedule that is currently being discussed, a schedule has not yet been confirmed.
- The tentative plan is to meet in-person on the "highlighted dates," August 28, 2023, December 4, 2023, March 4, 2024, and June 3, 2024. As to the dates that the Superintendent's Council meeting is held virtually, we will need to discuss as a group to decide how we want to proceed with those meetings.
- In-person meetings will most likely be held in the Jonata Middle School Library, that is still pending confirmation.
- The SBCSELPA JPA Board will not meet in July 2023, September 2023, January 2024, or April 2024.

FISCAL IMPACT: No fiscal impact.

**RECOMMENDATION:** The SBCSELPA JPA Board approve the proposed 2023-2024 SBCSELPA JPA Board Meeting dates as presented.

RA:lm



## Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: SBCSELPA Office Lease Renewal

#### **BACKGROUND:**

- The SBCSELPA office lease renewal was presented at the May 4, 2020 JPA Board meeting as an action item, at which time the Board authorized the SBCSELPA to proceed with a 1-year lease extension.
- Our current lease expires on May 31, 2024, with the option to renew for one (1) remaining option to extend the term of the Lease as set forth in Section 20 of the Original Lease Agreement. The option to extend the term of the lease for one (1) additional period of thirty-six (36) months, (**REF: IX-A.1**).
- To exercise the option to extend, Lessee must give notice in writing of its election to exercise such an option to Lessor a minimum one hundred and eighty (180) days and a maximum of two hundred and seventy (270) days prior to expiration date. Therefore, the SBCSELPA must give notice to Lessor between September 4, 2023 to December 3, 2023.
- According to our original lease the rent to be paid by the Lessee to the Lessor for the option period shall increase by three percent (3%). The monthly rent for each subsequent year of the extended term shall be increased in accordance with <u>Section 3.5</u> hereof.

3.5 <u>Rent Adjustment.</u> As specified in Item 4 of the Basic Lease Provisions, the Base Rent shall be increased by three percent (3%) annually.

#### **Rent Summary:**

- Base Monthly Rent Amount as of May 2023: *\$4,256.48* Base \$4,256.48 + \$1,286.00 CAMS/Utilities + \$100.00 Internet = *\$5,642.48*
- Base Monthly Rent Amount as of June 2023 (After Annual Increase): \$4,384.17 Base \$4,384.17 + \$1,286.00 CAMS/Utilities + \$100.00 Internet = \$5,770.17

**FISCAL IMPACT:** The 2024-2025 monthly rent amount of \$5,770.17 (\$4,384.17 Base Rent + \$1,286.00 CAMS/Utilities + \$100.00 Internet) will increase by 3% in June 2024.

**RECOMMENDATION:** The JPA Board approves the SBCSELPA exercise the option to extend lease for 3 years as presented.

#### FIRST AMENDMENT TO NET, NET, NET LEASE

THIS FIRST AMENDMENT TO NET, NET, NET LEASE ("First Amendment") is made and entered into as of May 1, 2020 by and between PATTERSON ASSOCIATES, LLC, a California limited liability company ("Lessor") and SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA, A JOINT POWERS EDUCATION AGENCY ("Lessee").

#### **RECITALS:**

A. Lessor and Lessee entered into that certain Net, Net, Net Lease, dated March 28, 2019 (the "Original Lease"), pursuant to which Lessor leases to Lessee and Lessee leases from Lessor 3,891 rentable square feet of space (the "Premises") located in Building 5, which is a portion of the building located at 5385 Hollister Avenue, Goleta, California (the "Building").

B. The parties desire to amend the Lease to (i) extend the term of the Lease for a period of one (1) year, (ii) adjust the Base Rent payable to Lessor during the "Extended Term," as that term is defined in Section 2, below, and (iii) make certain other modifications.

NOW, THEREFORE, in consideration of the premises described above, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>CAPITALIZED TERMS.</u> All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Lease, unless expressly provided otherwise in this First Amendment.

2. <u>TERM.</u> Lessor and Lessee acknowledge and agree that the term of the Lease is scheduled to expire on May 31, 2020. Notwithstanding any provision to the contrary contained in the Lease, the term of the Lease is hereby extended for a period of one (1) year (the "Extended Term"), commencing on June 1, 2020 (the "Extended Term Commencement Date") and expiring (unless sooner terminated as provided in the Lease, as amended) on May 31, 2021 (the "Extended Term Expiration Date"), on the terms and conditions set forth in this First Amendment.

3. <u>MINIMUM MONTHLY RENT.</u> Prior to the Extended Term Commencement Date, Lessee shall continue to pay to Lessor minimum monthly installments of rent for the Premises pursuant to the terms and conditions of the Lease. Notwithstanding any provision to the contrary contained in the Lease, commencing on the Extended Term Commencement Date, Lessee shall pay to Lessor minimum monthly installments of rent for the Premises in an amount equal to \$7,792.44 (\$5,410.44 base rent and \$2,382.00 OPEX/Utilities). The minimum monthly installment of rent shall be subject to fixed 3% annual adjustments during the Extended Term.

4. <u>OPTION TO RENEW.</u> Lessee shall have one (1) remaining option to extend term of the Lease as set forth in Section 20 of the Original Lease Agreement.

5. <u>RELOCATION OPTION BY LESSOR</u>. Lessor shall have the right to relocate Lessce within the Project to a comparable space. Landlord shall provide a minimum of two (2) month notice.

6. Except as expressly amended and modified herein, all terms, covenants and conditions of the Lease shall remain unchanged and in full force and effect; and the Lease, as herein amended and modified, is hereby ratified and confirmed.

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

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

Ballin Ray S. Avia

Its: Executive Director

LESSOR: PATTERSON ASSOCIATES, LLC, a California limited liability company

Jeffrey C. Bermant lts: Manager

## Net, Net, Net LEASE

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**THIS LEASE** dated October \_\_, 2020 for reference purposes only is made between the Lessor and the Lessee named below, effective on the later of the dates set forth under their respective signatures.

## **BASIC LEASE PROVISIONS**

1.	Premises:	As depicted on Exhibit A.		
	Project Name:	Pacific Technology Center		
	Premises Address:	5385 Hollister Avenue, Building 5 Goleta, CA 93111		
	Use of Premises:	Office		
2.	Leased Area:	As depicted on Exhibit A		
	Square Feet:	2,850		
3.	Lessee's Percentages:			
	Building:	4.41%		
	Common Area:	4.41%		
4.	Initial Annual Base Rent:	\$49,590.00 (\$1.45 per square foot per month)		
	Rental Deposit:	\$6,099.00 (First month's Base Rent, Estimated Operating Expenses and Utilities.		
		Base Rent: \$4,132.50 (\$1.45/sf) Operating Expenses: \$1,197.00 (\$0.42/sf) Utilities: \$769.50 (\$0.27/sf)		
	Base Rent Adjustment:	3% fixed annual increases, beginning thirteen (13) months after the Rent Commencement Date.		
5.	Initial Monthly Base Rental Installments:	\$6,099.00		
6.	Term:	Thirty-Six (36) months. Two (1) three (3)-year renewal options as described in Section 20.		

7.	Rent Commencement Date:	Upon substantial completion of Lessor's Work, estimated to be February 1, 2021.		
	Term Commencement Date:	Upon substantial completion of Lessor's Work, estimated to be February 1, 2021.		
	<b>Termination Date:</b>	Thirty-Six (36) months from the Term Commencement Date, estimated to be January 31, 2023.		
8.	Security Deposit:	\$7,100.00		
9.	Broker(s):	NONE		
10.	Parking Spaces Provided:	Seven (7) unreserved spaces.		
11.	Address for Payments and Notices:	Bermant Development Company 5425 Hollister Avenue, Suite 160, Santa Barbara, CA 93111 Attn: Erica Isherwood		

12. Submission of this instrument for examination or signature by the Lessee does not constitute a reservation of or option for space and it is not effective as a lease or otherwise until execution by both the Lessee and the Lessor. This document will be deemed withdrawn by the Lessor if not executed by the Lessee and delivered to the Lessor by

. .

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Provisions, Articles 1 through 21 which follow, and any attached Exhibits or Addendums, as of the date first above written.

#### **LESSOR:**

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PATTERSON ASSOCIATES, LLC, a California limited liability company

By: \_\_\_\_

Jeffrey C. Bermant

Its: Manager

Date:

#### **LESSEE:**

Santa Barbara County Special Education Local Plan Area, a Joint Pow elsducation Agency

Ву:	RS	$ \leq $	<u>ن</u> ک
Name :	RAY	S.	AVILA
Title: 💪	xecutive	D	radsr
Date:	3 29	19	

Address:

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Provisions, Articles 1 through 21 which follow, and any attached Exhibits or Addendums, as of the date first above written.

#### **LESSOR:**

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10

**PATTERSON ASSOCIATES, LLC**, a California limited liability company

By: \_\_\_\_\_\_\_\_\_\_Jeffrey C. Bermant

Its: Manager

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

#### **LESSEE:**

#### Santa Barbara County Special Education Local Plan Area, a Joint Powers Education Agency

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

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

Address:

#### 1. **LEASE OF PREMISES**

The Lessor hereby leases to the Lessee and the Lessee leases from the Lessor for the term, at the rental, and upon all of the conditions set forth in this Lease, the Premises identified in Item 1 of the Basic Lease Provisions, together with the non-exclusive use, in common, with the Lessor and other tenants of the Building and their respective invitees, of common areas in or about the Building and the parking garage (if any) or parking areas adjoining the Building. The Lessee and the Lessor have agreed on the square footage set forth in Item 2 of the Basic Lease Provisions and each party will be bound by Item 2 throughout the term of this Lease or any extension thereof. The approximate anticipated configuration of the Project and the location of the Building, Premises and associated common and parking areas is indicated on Exhibit "B". The size, location and function of the buildings and related structures depicted here are approximate. The Lessor reserves the right to alter the configuration of the Project, the design, size, function and location of all other improvements, and the identity and location of other tenants, to construct additional improvements thereon, to withdraw areas therefrom from time to time and alter the configuration of the associated common and parking areas, provided that the Premises shall not be materially altered and the number of parking spaces intended for the Lessee's use and access to the Premises and parking for Lessee and its employees and invitees shall not thereby be diminished. The Lessee shall be allocated the number of parking spaces set forth in Item 10 of the Basic Lease Provisions and the Lessee acknowledges that the Lessor shall have no responsibility to supervise or police the usage of the parking lot by the tenants of the Building. Nothing in this Lease shall cause the Lessor in any way to be construed as an employer, employee, fiduciary, a partner, a joint venturer or otherwise associated in any way with the Lessee in the operation of the Premises, or to subject the Lessor to any obligation, loss, charge or expense in connection with or arising from the Lessee's operation or use of the Premises.

Pursuant to Section 1652 of the California Civil Code, it is understood and agreed that the general intent and purpose of this Lease is that this Lease shall be an absolute triple net lease with respect to the Lessor. Subject to the terms and conditions provided herein, the Lessee shall pay its pro rata share of all insurance, utilities, all operating costs for the Premises, the common areas of the Building, the Building and the land on which it is situated. It is intended that the rental return to the Lessor shall not be reduced, offset or diminished directly or indirectly by any cost, charge, or expense due from the Lessee and others in connection with the Premises, Building or land upon which it is situated, nor subject to suspension or termination for any reason. It is acknowledged and agreed that all provisions of this Lease shall be interpreted in a manner consistent with and subordinate to such general intent and purpose.

### 2. <u>TERM</u>

#### 2.1 <u>Commencement of Term.</u>

2.1.1 The term of the Lease shall be as shown in Item 6 of the Basic Lease Provisions, commencing on the Commencement Date, which the Lessor and the Lessee expect to be the Commencement Date as shown in Item 7 of the Basic Lease Provisions, but

which may be such other date as herein provided, and ending on the Termination Date, unless sooner terminated pursuant to any provision hereof.

2.1.2 Notwithstanding the foregoing, the term of this Lease and the payment of rent shall commence upon delivery of possession of the Premises on no less than ten (10) days prior written notice by Lessor to Lessee of such delivery date and as agreed by Lessor and Lessee in the Commencement Date Memorandum attached hereto as Exhibit "C". Delivery of possession of the Premises shall occur upon written tender of the same by the Lessor in a condition that is substantially complete, including, but not limited to, the substantial completion of the Lessor's Work under Section 19 (other than punch list items provided for by Section 19.2) and the permit signed off by the City of Goleta for the Premises.

2.1.3 If delivery of possession occurs prior to the Commencement Date, the term of this Lease shall commence on such date of delivery of possession, but the Termination Date shall not be advanced.

2.2 <u>Delay in Commencement.</u> Notwithstanding the Commencement Date, if for any reason the Lessor cannot deliver possession of the Premises to the Lessee on or before said date, the Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of the Lessee hereunder or extend the term hereof provided, however, that if the Lessor shall not have delivered possession of the Premises within three (3) months after the Commencement Date, the Lessee may, at the Lessee's option by notice in writing to the Lessor, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. The Lessee shall not be obligated to pay rent until delivery of possession of the Premises has occurred.

# 3. <u>RENT</u>

3.1 <u>Base Rent.</u> The Lessee shall pay to the Lessor as base rent for the Premises Base Rent in the amount specified in Item 4 of the Basic Lease Provisions (the "Base Rent") in equal monthly installments in the amount specified in Item 5 of the Basic Lease Provisions in advance on the first day of each month.

3.1.1 Rental Deposit. Upon Lease execution, the Lessee shall deposit with the Lessor Six Thousand Ninety-Nine 00/100 Dollars (\$6,099.00), being an amount equivalent to one month's Rent (including the initial Base Rent as provided in Item 5 of the Basic Lease Provisions, Common Area and Building Operating Expenses and Utilities).

3.2 <u>Additional Rent.</u> Beginning on the Rent Commencement Date, the Lessee shall reimburse the Lessor, as additional rent, in the manner and at the times provided, for the Lessee's proportionate share of all Building Operating Expenses and Common Area Operating Expenses (as hereinafter defined) incurred by the Lessor. The Lessee's proportionate share of such Building Operating Expenses and Common Area Operating Expenses shall be based upon the Lessee's Building Percentage in the case of Building Operating Expenses, and upon the Lessee's Common Area Percentage in the case of Common Area Operating Expenses, all as defined herein.

3.3 <u>No Reduction or Offset.</u> All Rent due under this Lease shall be payable without deduction, abatement or offset.

3.4 <u>Definitions:</u> For purposes of this Article 3:

3.4.1 The Lessee's Building Percentage is a percentage calculated by dividing the Leased Area of the Premises by the leasable area of the Building, and is stipulated to be as shown in Item 3 of the Basic Lease Provisions.

3.4.2 Building Operating Expenses shall mean the sum of all expenses incurred by the Lessor in connection with the operation, repair and maintenance of the Building, including, but not limited to, heating and air conditioning; all Real Property Taxes (as hereinafter defined) imposed upon or with respect to the Building and related improvements (exclusive of the land underlying all such improvements); all fire and extended coverage, earthquake, loss of rents, vandalism, malicious mischief and other insurance covering the Building and losses suffered which fall below the insurance deductible; utilities; materials and supplies; salaries, wages and other expenses incurred with respect to the operation, repair and maintenance of the Building, the cost of repainting, wall covering or recarpeting Common Areas of the Building; the cost of an on site manager or office manager; security and fire protection; amortization of capital investments for improvements which are designed to reduce operating costs, improve operations or comply with governmental conservation or safety programs over such reasonable period as the Lessor shall determine (together with interest at seven percent (7%) on the unamortized amount), but excluding the items set forth on Schedule 1 attached hereto. Building Operating Expenses attributable to the utilities and services furnished pursuant to Article 10 shall be apportioned among the tenants of the Building receiving such services (excluding those tenants furnishing or paying for their own utilities and janitorial services) based on the respective leased areas occupied by such tenants.

3.4.3 Lessee's Common Area Percentage is a percentage figure calculated by the project architect by dividing the Leased Area of the Premises by the average leasable area in all improvements, including the Building and other buildings, shown on Exhibit "B", during such year as is initially stipulated to be as shown in Item 3 of the Basic Lease Provisions. Should additional improvements or common area be added to or deleted from Exhibit "B", the Lessor may, at its option, calculate the Lessee's Common Area Percentage by comparing the common area attributable to the Premises within Exhibit "B" as so revised.

3.4.4 Common Area Operating Expenses shall mean the sum of all expenses incurred by the Lessor in connection with the operation and maintenance of driveways, landscaping, walkways, plazas, parking facilities, and perimeter property including, but not limited to: all items described in Section 6.1 hereof; all Real Property Taxes (as hereinafter defined) imposed upon or with respect to the land included within Exhibit "B"; all public liability insurance covering Exhibit "B", and losses suffered which fall below the insurance deductible; security and fire protection; salaries, wages and other expenses incurred with respect to maintenance of the common areas, gardening, landscaping, repaving, repainting and trash removal; depreciation of equipment used in such maintenance; amortization of capital

investments for improvements which comply with governmental conservation or safety programs over such reasonable period as the Lessor shall determine (together with interest at seven percent (7%) on the unamortized amount), but excluding the items set forth on Schedule 1 attached hereto. General overhead and depreciation of improvements shall not be included in the expenses except as specifically set forth in the foregoing. Any governmental surcharge, fee or assessment imposed with respect to the parking facilities within Exhibit "B" shall, to the extent paid by the Lessor and not passed on to the users of said parking facilities, be included in Common Area Operating Expenses.

Real Property Taxes shall mean all real and personal property 3.4.5 taxes and assessments incurred during any calendar year, including, but not limited to: special and extraordinary assessments, meter and sewer rates and charges, occupancy taxes or similar taxes imposed on or with respect to the real or personal property, whether or not imposed on or measured by the rent payable by the Lessee, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever relating to the real or personal property, and any gross rental, license or business tax measured by or levied on rent payable or space occupied. "Real Property Taxes" shall not include any interest or fees payable by reason of Lessor's determination to pay property taxes in periodic installments. Real Property Taxes shall also include all expenses reasonably incurred by the Lessor in seeking a reduction by the taxing authorities of Real Property Taxes applicable to the Project. Real Property Taxes shall not include any capital levy, franchise, estate, inheritance, succession, gift or transfer tax of the Lessor, or any income, profits or excess profits tax, assessment, charge or levy upon the income of the Lessor; provided, however, that if at any time during the term of this Lease under the laws of the United States or the State of California, or any political subdivision of either, a tax or excise on rents, space or other aspects of real property (other than as income), is levied or assessed against the Lessor, the same shall be deemed to be Real Property Taxes. If any such property taxes upon the income of the Lessor shall be imposed on a graduated scale, based upon the Lessor's aggregate rental income, Real Property Taxes shall include only such portion of such property taxes as would be payable if the rent payable with respect to the Building and Common Areas were the only rental income of the Lessor subject thereto.

# 3.5 <u>Rent Adjustment.</u> As specified in Item 4 of the Basic Lease Provisions, the Base Rent shall be increased by three percent (3%) annually.

### 3.6 <u>Calculation and Payment.</u>

3.6.1 Base Rent and Additional Rent shall be payable to the Lessor without deduction or offset, in lawful money of the United States at the Lessor's address herein or to such other persons or at such other places as the Lessor designates in writing. Rent payable for any period less than one (1) month shall be prorated based upon a thirty (30) day month.

Prior to the commencement of the Lease term, the Lessor shall give the Lessee a written estimate of the Lessee's share of Building and Common Area Operating Expenses for the ensuing year or portion thereof. Lessor's current estimate of Lessee's Building and Common Area Operating Expenses for calendar year 2021 (estimated) is Forty-two Cents (\$0.42 per square foot per month (One Thousand One Hundred Ninety-Seven and 00/100 Dollars (\$1,197.00) per month). The Lessee shall pay such estimated amount to the Lessor in equal monthly installments, in advance. Within ninety (90) days after the end of each calendar year, the Lessor shall furnish to the Lessee an itemized statement showing on a line item by line item basis the actual Building and Common Area Operating Expenses incurred by the Lessor during such period, and the parties shall within thirty (30) days make any payment or allowance necessary to adjust the Lessee's estimated payment to the Lessee's actual proportionate share as shown by such annual statement. Any amount due the Lessee shall be credited against installments next coming due under this Section. Notwithstanding the foregoing, Lessor shall use its best efforts to provide Lessee a written estimate of the Lessee's share of Building and Common Area Operating Expenses on or before the fifteenth (15<sup>th</sup>) day of December for each ensuing year or portion thereof.

Lessor shall keep full and accurate books of account, records and 3.6.2 other pertinent data regarding Building and Common Area Operating Expenses for a period of one (1) year after the close of each calendar year. Provided Lessee is not in default under this Lease, Lessee shall have the right to review, audit, and copy all documents and information pertaining to Operating Expenses for a period of one (1) year following the receipt of Lessor's Operating Expense statement. Lessee shall give Lessor no less than twenty (20) business days' notice prior to commencing an audit, which audit shall take place during Lessor's normal business hours, and all documents shall remain at Lessor's place of business at all times. In no event, however, will Lessor or its property manager be required to create any ledgers or schedules not already in existence. Lessee shall have an independent auditor reasonably acceptable to Lessor to conduct such audit at Lessee's sole cost and expense (except as provided in this Section 3.6.2), but in no event shall said auditor be compensated based on savings generated to Lessee as a result of such audit. In the event the audit reveals that there are amount due either Lessor or Lessee, then any amounts due shall be immediately paid by the appropriate party. Lessee shall pay for all costs of the audit unless Lessee's share of Operating Expenses, as determined by the audit, differs by more than the lesser of Ten Thousand Dollars (\$10,000.00) or five percent (5%) in favor of the Lessee, in which case Lessor shall bear the cost of the audit up to a maximum cost of Five Thousand Dollars (\$5,000.00) per year.

#### 4. <u>SECURITY DEPOSIT</u>

Concurrently with the Lessee's execution of this Lease, the Lessee shall deposit with the Lessor the sum specified in Item 8 of the Basic Lease Provisions as security for the faithful performance by the Lessee of all covenants and conditions of this Lease. If the Lessee shall breach or default in the performance of any covenants or conditions of this Lease, including the payment of rent, the Lessor may, use, apply or retain the whole or any part of such security deposit for the payment of any rent in default or for any other sum which the Lessor may spend or be required to spend by reason of the Lessee's default. If the Lessor so uses or applies all or any portion of said deposit, the Lessee shall, within ten (10) days after written demand therefor, deposit cash with the Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and the Lessee's failure to do so shall be a material breach of this Lease. Should the Lessee comply with all covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to the Lessee (or at the option of the Lessor, to the last assignee of the Lessee's interest in this Lease) at the expiration of the term. The Lessee shall not be entitled to interest on the security deposit and the Lessor shall have the right to commingle said security deposit with other funds of the Lessor. Should the Lessor sell its interest in the Premises, the Lessor may transfer to the purchaser thereof the then unexpended or unappropriated deposit and thereupon the Lessor shall be discharged from any liability for such funds.

## 5. <u>USE</u>

5.1 <u>Use.</u> The Premises shall be used and occupied for the purposes described in Item 1 of the Basic Lease Provisions, permitted under applicable ordinances and other governmental requirements, the covenants, conditions and restrictions affecting the Project, as the same may be amended from time to time consistent with the terms of this Lease, and the Rules and Regulations as the Lessor may from time to time reasonably adopt for the safety, care and cleanliness of the Building and the Project or the preservation of good order. The Rules and Regulations presently in effect are attached hereto as Exhibit "D". Subject to Section 18.23, the Lessor shall not be responsible to the Lessee for the non-performance of any of said Rules and Regulations, or non-compliance with said covenants, conditions and restrictions, by any other tenant of the Building. In the event of a conflict between this Lease and the Rules and Regulations, this Lease shall govern.

5.2 <u>Compliance with Law; Nuisance.</u> The Lessee, at the Lessee's sole cost and expense, shall comply promptly and at all times with all laws, requirements, ordinances, statutes, and regulations of all municipal, state or federal authorities, or any board of fire insurance underwriters, or other similar bodies, now in force or which may hereafter be in force, pertaining to the Building and the Premises and the occupancy thereof, including any law that requires alteration, maintenance or restoration of the Premises as the result of the Lessee's use thereof. The judgment of any court of competent jurisdiction, or the admission of the Lessee in any action or proceeding against the Lessee, whether the Lessor is a party thereto or not, that the Lessee violated any such ordinances or statutes in the use of the Premises shall be conclusive of that fact as between the Lessor and the Lessee. The Lessee, at its sole expense, shall also comply with all requirements for fire extinguishers or fire extinguisher systems required in the Premises.

The Lessee shall not commit, or suffer to be committed, any waste of the Premises, or any nuisance, annoyance or other unreasonable annoyance which may disturb the quiet enjoyment of adjoining premises or of the Building by the owners or occupants thereof.

5.3 <u>Insurance Cancellation</u>. Notwithstanding the provisions of Section 5.1 above, the Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein, including all uses permitted under Section 5.1 above, which will in any way increase the existing rate of or affect any fire or other insurance upon the Building, or any other part thereof, or any of its contents, and if the Lessee's use of the Premises causes an increase in said insurance rates, the Lessee shall pay as additional rent the amount of such increase. The Lessee shall be in default under this Lease should the Lessee fail to pay any increased insurance rate attributable to the Lessee's use of the Premises. In determining whether increased premiums are a result of

the Lessee's use or occupancy of the Premises or Building, a schedule issued by the Lessor's insurer computing the insurance rate on the Premises or Building, or the leasehold improvements showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate. The Lessee shall promptly comply with all reasonable requirements of the insurance authority or of any insurer now or hereafter in effect relating to the Premises.

5.4 Hazardous Substances. Lessee shall handle or dispose of any corrosive, flammable, hazardous or other special waste or materials as directed by applicable state, federal, county and city regulations. The Lessee shall handle, store or dispose of such materials in a careful and prudent manner. At the termination of the Lease, or any option period thereof, the Lessee shall fully clean the Premises in such a manner that no residue of such materials or waste shall remain on the Premises. The Lessee shall notify the appropriate governmental authority of the presence and amount of any such material or waste, and shall comply with all conditions imposed by such authority. Lessor shall indemnify, defend and hold harmless Lessee from and against any and all claims, damages, fees and costs arising in connection with the presence of Hazardous Substances in or about the Premises, Building or Project caused by or arising from the acts or omissions of Lessor or other tenants (including former tenants) of the Building or Project or their respective agents, employees and invitees. The Lessee shall pay inspection fees, based on the hourly inspection rate, for an environmental audit to be conducted by the appropriate governmental authority, or the Lessor at the termination of the Lease and prior to reoccupation of the Premises, if hazardous materials were in use on the Premises. The appropriate governmental authority shall perform or the Lessee shall arrange for such an audit in a timely manner to prevent economic hardship to the Lessor and shall certify that the Premises are available for reoccupation, or shall specify clean-up measures that will render the Premises safe for reoccupation. The Lessee shall be responsible for any clean-up that may be required as a result of the audit.

Should the Lessee fail to comply with any duty set forth in this Section 5.4, the Lessor may, in addition to all other remedies now or hereafter provided by this Lease, or by law, perform such duty or make good such default, and any amounts which the Lessor shall advance pursuant thereto shall be repaid by the Lessee to the Lessor on demand.

### 5.5 Environmental Laws.

5.5.1 Compliance with Environmental Laws. The Lessee, in its conduct of business on or in any activity, work, thing done, permitted or suffered by the Lessee, its agents, contractors, employees or invitees on the Premises, shall at all times and in all respects comply with all federal, state and county laws, ordinances and regulations (the "Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances, or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any such laws, ordinances or regulations (collectively, the "Hazardous Materials"). Such laws, ordinances or regulations shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq; the Clean Water Act, 33 U.S.C. Section 1251, et seq; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq; the Superfund Amendment and Reauthorization Act of 1986; Public Law 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq, as amended; those substances defined as "hazardous waste", "extremely hazardous waste", "restricted hazardous waste" or "hazardous substance" in the Hazardous Waste Control Act, Section 25100 et seq of the California Health & Safety Code; and those materials and substances similarly described in the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, et seq., as amended; the Porter Cologne Water Quality Control Act, Section 13000 et seq. of the California Health & Safety Code; and any regulations adopted and publications promulgated pursuant to said Laws.

5.5.2 Hazardous Materials Handling. The Lessee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the Lessee's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, the Lessee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. The Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration or earlier termination of the term of the Lease, the Lessee shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. The Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises or the Building, nor enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises or the Building, without first notifying the Lessor of the Lessee's intention to do so and affording the Lessor ample opportunity to appear, intervene or otherwise appropriately assert and protect the Lessor's interest with respect thereto.

5.5.3 Notices. The Lessee shall immediately notify the Lessor in writing of any of the following activities relating to the Lessee's operations on the Premises: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Lessee, the Premises or the Building relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials in, on or removed from the Premises or the Building; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or the Building any complaints, notices, warnings or asserted violations in connection therewith. The Lessee shall also supply to the

Lessor as promptly as possible, and in any event within five (5) business days after the Lessee first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Building or the Lessee's use thereof. The Lessee shall promptly deliver to the Lessor copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

5.5.4 Indemnification of Lessor. The Lessee shall indemnify, defend, protect, and hold the Lessor, and each of the Lessor's partners, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, by (A) the presence in, on, under or about the Premises or the Building, or discharge in or from the Premises or the Building of any Hazardous Materials or the Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises or the Building, but only to the extent such Hazardous Materials are present as a result of actions of the Lessee, its officers, employees, invitees, assignees, contractors, or agents, or (B) the Lessee's failure to comply with any Hazardous Materials Law. The Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Premises or the Building, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the term of the Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of the Lessee, or by officers, invitees, employees, agents, assignees, contractors or subcontractors of the Lessee or others acting for or on behalf of the Lessee (to the extent any such individual is acting within the scope of his relationship with the Lessee), whether or not such acts or omissions are negligent, intentional, willful or unlawful, shall be strictly attributable to the Lessee.

# 6. MAINTENANCE, REPAIRS AND ALTERATIONS

6.1 <u>Lessor's Obligations</u>. The Lessor shall cause to be maintained, in good order, condition and repair, the roof structure and membrane, and exterior walls, common windows and doors of the Building (excluding the interior surface thereof), heating, venting and air conditioning systems, and any public and common areas in the Building, as well as all parking areas, driveways, sidewalks, private roads or streets, landscaping and all other areas located within the Project other than areas occupied by other buildings (such non-building areas being herein referred to as "Common Areas"). The costs of such maintenance are chargeable to the Lessee pursuant to Section 3.2 hereof.

6.2 <u>Lessee's Obligations</u>. The Lessee shall, during the term of this Lease, keep in good order, condition and repair, the interior of the Premises and every part thereof, including, but not limited to, all interior windows and doors in and to the Premises. The Lessor shall incur no expense nor have any obligation of any kind whatsoever in connection with the maintenance of the interior of the Premises and the Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Lessee the right to make repairs at the Lessor's expense or to terminate this Lease because of any failure to keep the interior of the

Premises in good order, condition and repair. Notwithstanding the foregoing, the Lessor shall be liable for maintenance or repairs which are caused by the Lessor's gross negligence. The Lessee shall be responsible for interior janitorial services.

#### 6.3 Alterations and Additions.

6.3.1 The Lessee shall not, without the Lessor's prior written consent, make any alterations, improvements, additions or utility installations in, on or about the Premises unless such work is non-structural and does not exceed TEN THOUSAND DOLLARS (\$10,000). For all work, the Lessee will provide the Lessor with as-built drawings reflecting any changes to the Premises. As used in this Section 6.3, the term "utility installations" shall include bus ducting, power panels, fluorescent fixtures, space heaters, conduits and wiring. As a condition to giving such consent, the Lessor may require that the Lessee (i) agree to remove any such alterations, improvements, additions or utility installations at the expiration or sooner termination of the term, and to restore the Premises to their prior condition and/or (ii) provide the Lessor, at the Lessee's sole cost and expenses, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of such improvements, to insure the Lessor against any liability for mechanics' and materialmen's liens and to insure completion of work.

6.3.2 All alterations, improvements and additions to the Premises shall be performed by the Lessor's contractor for the Project or other licensed contractor approved by the Lessor, which approval shall not be unreasonably withheld. The Lessee shall pay, when due, all claims for labor or materials furnished to or for the Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein, and the Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law.

6.4 <u>Surrender</u>. On the last day of the term hereof, or on any sooner termination, the Lessee shall surrender to the Lessor the Premises and, subject to the provisions of Section 6.3.1 hereof, all alterations, additions and improvements thereto, in the same condition as when received or made, ordinary wear and tear excepted; provided, however, that the Lessee's machinery, equipment and trade fixtures (including utility installations) which may be removed without irreparable damage to the Premises, shall remain the property of the Lessee and be removed by the Lessee. The Lessee shall repair any damage to the Premises occasioned by the removal of the Lessee's furnishings, machinery, equipment and trade fixtures, which repair shall include the patching and filing of holes and repair of structural damage.

6.5 <u>Lessor's Rights.</u> If the Lessee fails to perform the Lessee's obligations under this Article 5, the Lessor may, at its option (but shall not be required to), and with a five (5) day written notice to the Lessee, perform such obligations on behalf of the Lessee, and the reasonable cost thereof, together with interest thereon at the rate specified in Section 13.2.1.4 hereof, shall immediately become due and payable as additional rent to the Lessor.

# 7. **INSURANCE**

The Lessee, at its sole cost and expense, shall, commencing on the date the Lessee is given access to the Premises for any purpose, and during the entire term hereof, procure, pay for and keep in full force and effect:

7.1 <u>Lessee's Liability Insurance</u>. Comprehensive general liability insurance with respect to the Premises and the operations of or on behalf of the Lessee in, on or about the Premises, including, but not limited to, personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) Combined Single Limit. Such policy shall contain (i) severability of interest, (ii) cross liability, and (iii) an endorsement stating in substance that "such insurance as is afforded by this policy for the benefit of the Lessor shall be primary as respects any liability or claims arising out of the occupancy of the Premises by the Lessee, or out of the Lessee's operations, and any insurance carried by the Lessor shall be excess and non-contributory."

7.2 <u>Lessee's Worker's Compensation Insurance</u>. Worker's Compensation coverage as required by law, together with Employer Liability coverage.

7.3 <u>Lessee's Fire and Extended Coverage Insurance</u>. Insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, insuring all improvements and betterments made to the Premises, the Lessee's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain (i) no coinsurance or contribution clauses, (ii) a Replacement Cost Endorsement, and (iii) deductible amounts reasonably acceptable to the Lessor.

7.4 <u>Policy Requirements.</u> All policies of insurance required to be carried by the Lessee pursuant to these requirements shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required by the Lessee hereunder may be furnished by the Lessee under any blanket policy carried by it or under a separate policy therefor. A wrue and exact copy of each paid up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the Lessor prior to the date the Lessee is given the right to possession of the Premises, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. The Lessor may, at any time, and from time to time, inspect and/or copy any and all insurance policies required hereunder. In no event shall the then limits of any policy be considered as limiting the liability of the Lessee under this Lease.

Each policy evidencing insurance required to be carried by the Lessee pursuant to these requirements shall contain, in form and substance satisfactory to the Lessor: (i) a provision including the Lessor and any other parties in interest designated by the Lessor as an additional insured; (ii) a waiver by the Lessee's insurer of any right to subrogation against the Lessor, its agents, employees and representatives which arise or might arise by reason of any payment under such policy or by reason of any act or omission of the Lessor, its agents, employees or representatives, and (iii) a provision that the insurer will not cancel or materially change the coverage provided by such policy without first giving the Lessor thirty (30) days' prior written notice.

7.5 <u>Lessor's Rights.</u> If the Lessee fails to procure, maintain and/or pay for at the times and for the durations specified in this Lease, the insurance required hereunder, or fails to carry insurance required by any governmental requirement, the Lessor may (but without obligation to do so), and with twenty-four (24) hours advance notice to the Lessee, perform such obligations on behalf of the Lessee, and the cost thereof, together with interest thereon at the rate specified in Section 13.2.1.4 hereof, shall immediately become due and payable as additional rent to the Lessor.

7.6 <u>Lessor's Insurance</u>. The Lessor shall maintain during the term of this Lease such insurance against physical damage to the Building, comprehensive liability insurance and other insurance as the Lessor may, from time to time, determine, in its sole discretion. The Lessor will determine, in its sole discretion, the limits of coverage, deductibles and specific perils insured against. The Lessor may, but shall not be obliged to, take out and carry any other form or forms of insurance as it or the mortgagees of the Lessor may reasonably determine advisable. Notwithstanding any contributions by the Lessee to the cost of insurance premiums, with respect to the Building or any alterations of the Premises as may be provided herein, the Lessee acknowledges that it has no right to receive any proceeds from any such insurance policies carried by the Lessor.

7.7 Indemnification. To the fullest extent permitted by law, the Lessee shall defend, indemnify and hold harmless the Lessor from and against any and all claims arising from the Lessee's use of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by the Lessee, its agents, contractors, employees or invitees in or about the Premises or elsewhere, and shall further indemnify and hold harmless the Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on the Lessee's part to be performed hereunder, or arising from any act, neglect, fault or omission of the Lessee, or of its agents, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, shall defend the same at the Lessee's expense by counsel approved in writing by the Lessor. The Lessee, as a material part of the consideration to the Lessor hereunder, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except to the extent caused by gross negligence of Lessor, including in the case of the failure of the Lessor to observe any of the terms and conditions of this Lease, which such failure has persisted for an unreasonable period of time after written notice of such failure, and the Lessee hereby waives all of its claims in respect thereof against the Lessor.

Lessor shall with counsel reasonably acceptable to Lessee, indemnify, defend, and hold harmless Lessee from and against all claims resulting from the grossly negligent acts, omissions, or willful misconduct of Lessor in connection with Lessor's activities in, on, or about the Premises or Project, except to the extent that such claim is for damage to the tenant improvements and Lessee's personal property, fixtures, furniture, and equipment in the Premises and is covered by insurance that Lessee is required to obtain under this Lease (or would have been covered had Lessee carried the insurance required under this Lease).

Exemption of Lessor from Liability. Subject to Section 7.7, Lessor shall not be liable for 7.8 injury to the Lessee's business or any loss of income therefrom or for damage to the property of the Lessee, the Lessee's employees, invitees, customers or any other person in or about the Premises, nor shall the Lessor be liable for injury to the person of the Lessee, the Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, explosion, falling plaster, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same The Lessor shall not be liable for incorporeal hereditaments including is inaccessible. interference or obstruction of light, air or view. The Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of the Building or the other portions of the Project except to the extent of Lessor's gross negligence or willful misconduct.

### 8. **DAMAGE OR DESTRUCTION**

8.1 Partial Damage. If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged by any casualty, and the damage (exclusive of any property or improvements installed by the Lessee in the Premises) can be repaired within one hundred eighty (180) days without the payment of overtime, the Lessor shall, at the Lessor's expense, repair such damage (exclusive of any property of the Lessee or improvements installed by the Lessee in the Premises) as soon as practicable and this Lease shall continue in full force and effect. If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged by any casualty, and the damage (exclusive of any property of the Lessee or improvements installed by the Lessee in the Premises) cannot be repaired within one hundred eighty (180) days without the payment of overtime or other premiums, the Lessor may, at the Lessor's option and by written notice to Lessee within thirty (30) days after the date of the occurrence of such damage, elect to either (i) repair such damage as soon as practicable at the Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of the Lessor's intention to terminate this Lease, in which event this Lease shall terminate as of the date of the occurrence of such damage.

8.2 <u>Damage Near End of Term.</u> If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged during the last six (6) months of the term of this Lease, or any renewal thereof, either party may, at that party's option, terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party of the notifying party's election to do so within thirty (30) days after the date of occurrence of such damage.

8.3 Abatement of Rent: Lessee's Remedies.

8.3.1 If the Lessor is obligated or elects to repair the Premises as provided above, the rent payable for the period during which such repair continues shall be abated, in proportion to the degree to which the Lessee's use of the Premises is impaired. Except for such abatement, if any, the Lessee shall have no claim against the Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

8.3.2 If the Lessor is obligated or elects to repair the Premises as provided above, but does not commence such repair within sixty (60) days (or, if sixty (60) days is impracticable for reasons beyond Lessor's reasonable control, within a reasonable time not to exceed one hundred twenty (120) days) after such obligation shall occur, the Lessee may, at the Lessee's option, terminate this Lease by giving the Lessor written notice of the Lessee's election to do so at any time prior to the commencement of such repair or restoration, in which event this Lease shall terminate as of the date of such destruction.

8.4 <u>Insurance Proceeds Upon Termination</u>. If this Lease is terminated pursuant to any right given the Lessee or the Lessor to do so under this Article 8, all insurance proceeds payable under Section 7.6 with respect to the damage giving rise to such right of termination shall be paid to the Lessor and any encumbrances of the Premises, as their interests may appear.

8.5 <u>Restoration</u>. The Lessor's obligation to restore shall not include the restoration or replacement of the Lessee's furnishings, machinery, equipment, trade fixtures or other personal property or any improvements or alterations made by the Lessee to the Premises.

# 9. <u>PERSONAL PROPERTY TAXES</u>

The Lessee shall pay prior to delinquency all taxes assessed against, levied upon or attributable to its furnishings, machinery, equipment, trade fixtures or other personal property contained in the Premises or elsewhere and, if required, all improvements to the Premises made by or for the Lessee in excess of the Lessor's "building standard" improvements, provided, however, that nothing contained herein shall require the Lessor to insure the accuracy of any segregation of the same for purposes of Section 3.4 hereof. When practicable, the Lessee shall cause said furnishings, machinery, equipment, trade fixtures and all other personal property to be assessed and billed separately from the real property of the Lessor.

# 10. UTILITIES

Beginning on the Rent Commencement Date, the Lessee shall pay for all water, gas, heat, light, power, janitorial services and other utilities and services supplied to the Premises, together with any taxes thereon, currently estimated at Twenty-seven Cents (\$0.27) per square foot per month or (\$769.50) Seven Hundred and Sixty-Nine 50/100 Dollars per month. If any such services are not separately metered or charged to the Lessee, the Lessee shall pay a pro rata proportion, as part of operating expenses, based on leasable area, of all charges jointly metered or charged with other premises. The Lessor shall not be liable in damages or otherwise unless due to the Lessor's gross negligence or intentional act for any failure or interruption of any utility services being furnished to the building and no such failure or interruption shall entitle the Lessee to terminate this Lease. In no event shall the Lessor be liable for any such failure or

interruption caused by the exercise of governmental authority, strikes, riots, acts of God, war, adverse weather conditions, fire, flood or casualties or acts of third parties beyond the Lessor's control. The operation and control of utilities, air conditioning and any other energy system is subject to compliance with any government authority governing the regulation and use of energy systems within the commercial office or industrial building structure. The Lessee shall not subject any of the mechanical, electrical, plumbing, sewer or other utility or service systems or equipment to exercise or use which causes damage to said systems or equipment. Any such damages to equipment caused by the Lessee overloading such equipment shall be rectified by the Lessee, or may, at the Lessor's option, be rectified by the Lessor, at the Lessee's sole cost and expense.

#### 11. SIGNAGE

The Lessee, at Lessee's expense, shall have the right to install signage on the building directory and at its entrance doors, subject to Lessor's Rules and Regulations and signage criteria and approval by the City of Goleta.

#### 12. ASSIGNMENT AND SUBLETTING

The Lessee shall not voluntarily or by operation of law sublet, assign, transfer, mortgage 12.1 or otherwise encumber, or grant concessions, licenses or franchises with respect to all or any part of the Lessee's interest in this Lease or the Premises without the prior written consent of the Lessor and Lessor's Lender, which shall not be unreasonably withheld, conditioned or delayed. If the Lessee desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify the Lessor of its desire to do so and shall submit in writing to the Lessor (i) the name of the proposed sublessee or assignee; (ii) the nature of the proposed sublessee or assignee; (iii) the nature of the proposed sublessee's or assignee's business to be carried on in the Premises; (iv) the terms and provisions of the proposed sublease or assignment; (v) such reasonable financial information as the Lessor may request concerning the proposed sublessee or assignee, including, but not limited to, a balance sheet as of a date within ninety (90) days of the request for the Lessor's consent, statements of income or profit and loss for the two (2) year period preceding the request for the Lessor's consent, and a written statement in reasonable details as to the business experience of the proposed sublessee or assignee during the five (5) years preceding the request for the Lessor's consent; and (vi) the name and address of sublessee's or assignee's present or previous landlord. The Lessor may, as a condition to granting such consent, require that the obligations of any assignee which is a subsidiary or affiliate of another corporation be guaranteed by the parent or controlling corporation. Any sublease, license, concession, franchise or other permission to use the Premises shall be expressly subject and subordinate to all applicable terms and conditions of this Lease. Any purported or attempted assignment, transfer, mortgage, encumbrance, subletting, license, concession, franchise or other permission to use the Premises contrary to the provisions of this Section shall be void and, at the option of the Lessor, shall terminate this Lease.

12.2 If the Lessee is a corporation, any transfer of its stock, or any dissolution, merger or consolidation which results in a change in the control of the Lessee from the person or persons owning a majority of its voting stock immediately prior thereto, or the sale or other transfer of all

or substantially all of the assets of the Lessee shall constitute an assignment of the Lessee's interest in this Lease within the meaning of this Article 11 and the provisions requiring consent contained herein. The Lessor may require, as a condition to giving such consent, that the new controlling person(s) execute a guaranty of this Lease. If the Lessee is a corporation which, under then current guidelines published by the California Commissioner of Corporations, is not deemed to be a public corporation, the transfer, assignment or hypothecation of any interest in such corporation in the aggregate in excess of twenty-five percent (25%) (other than a transfer occurring by operation of law upon the death of the holder of such interest) shall be deemed an assignment within the provisions of this Article.

Notwithstanding any of the foregoing to the contrary, but subject to compliance with all other provisions of this Lease (including, but not limited to, the "use" provisions hereof), Lessee may assign this Lease without Lessor's consent, to any partnership, corporation or other entity resulting from a merger or consolidation with Lessee, or to any person or entity which acquires substantially all the assets or stock of Lessee as a going concern, (any of the foregoing being a "Permitted Successor"), provided that (i) Lessor receives ten (10) days' prior written notice of such assignment, (ii) the Permitted Successor's net worth, as reasonably determined by Lessor, is not less than Lessee's net worth as of the date of this Lease or as of the date immediately prior to the assignment, whichever is greater, (iii) the Permitted Successor (or in the case of a newly formed entity, its management) has proven experience in the operation of a firstclass business of a type consistent with the use of the Building, (iv) the Permitted Successor assumes in writing (the form of which shall be subject to Lessor's approval) all of Lessee's obligations under this Lease, and the prior Lessee is not released from any of its respective obligations or liabilities under this Lease, or any guaranty delivered to Lessor in connection with this Lease, (v) Lessor receives a fully executed copy of the assignment between Lessee and the Permitted Successor, and (vi) the primary purpose of such assignment is for legitimate business reasons unrelated to this Lease, and the assignment is not a subterfuge by Lessee to avoid its obligations under this Lease or the restrictions on assignment contained herein. Any attempted assignment in violation of the preceding sentence shall be voidable at Lessor's option.

12.3 No subletting, assignment, license, concession, franchise or other permission to use the Premises shall relieve the Lessee of its obligations to pay the rent or to perform all of the other obligations to be performed by the Lessee hereunder. The acceptance of rent by the Lessor from any other person shall not be deemed to be a waiver by the Lessor of any provisions of this Lease.

12.4 At any time within ten (10) days after the Lessor's receipt of the information specified in Section 12.1 above, the Lessor may by written notice to the Lessee elect (a) to sublease the Premises or the portion thereof so proposed to be subleased by the Lessee, or to take an assignment of the Lessee's leasehold estate hereunder, upon the same terms as those offered to the proposed sublessee or assignee, as the case may be; or (b) to terminate this Lease as to the portion (including all) of the Premises so proposed to be subleased or assigned, with a proportionate abatement in the rent payable hereunder; or (c) disapprove such assignment or subletting. If the Lessor does not act within the ten (10) days, such failure to act is deemed a disapproval of such request for assignment or subletting. 12.5 Each assignee or transferee, other than the Lessor, shall assume all obligations of the Lessee under this Lease and shall be and remain liable jointly and severally with the Lessee for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements to be performed by the Lessee hereunder; provided, however, that a transferee other than an assignee shall be liable to the Lessor for rent only in the amount set forth in the assignment or transfer. No assignment shall be binding on the Lessor unless such assignee or Lessee shall deliver to the Lessor a counterpart of such assignment and an instrument in recordable form which contains a covenant of assumption by such assignee satisfactory in substance and form to the Lessor, consistent with the requirements of this Section 12.5, but the failure or refusal of such assignee to execute such instrument of assumption shall not release or discharge such assignee from its liability as set forth above.

12.6 Consent by the Lessor to any subletting or assignment shall be conditioned upon payment by the Lessee to the Lessor fifty percent (50%) of all "Transfer Consideration" (as hereafter defined) received or to be received, directly or indirectly, by the Lessee on account of such assignment or subletting. Transfer Consideration shall be paid to the Lessor at the same time or times as the same is due to the Lessee. Failure to pay the Lessor the Transfer Consideration, or any portion or installment thereof, shall be deemed a default under this Lease, entitling the Lessor to exercise all remedies available to it under law including, but not limited to, those specified in Article 12 of this Lease. "Transfer Consideration" shall mean (a) in the case of a subletting, any consideration paid or given, directly or indirectly, by the sublessee to the Lessee pursuant to the sublease for the use of the Premises, or any portion thereof, over and above the rent and any additional rent, however denominated, in this Lease, payable by the Lessee to the Lessor for the use of the Premises (or portion thereof), prorating as appropriate the amount payable by the Lessee to the Lessor under this Lease, if less than all of the Premises is sublet, and (b) in the case of an assignment or a sublease, any consideration paid or given, directly or indirectly, by the sublessee or assignee to the Lessee in exchange for entering into the sublease or assignment, but shall not include reimbursement for any security deposit, reimbursement of any improvements, fixtures or furnishings installed in the Premises by the Lessee or any payment for personal property of the Lessee not in excess of the Lessee's book value thereof. As used herein, consideration shall include consideration in any form, including, but not limited to, money, property, assumption of liabilities other than those arising under this Lease, discounts, services, credits or any other item or thing of value. Irrespective of the form of such consideration, the Lessor shall be entitled to be paid in cash in an amount equivalent to the aggregate of the cash portion of the Transfer Consideration and the value of any non-cash portion of the Transfer Consideration. If any Transfer Consideration is to be paid or given in installments, the Lessee shall pay each such installment at the time the same is to be paid or given.

12.7 The Lessee shall reimburse the Lessor for the Lessor's reasonable costs and attorneys' fees, not to exceed Two Thousand Five Hundred Dollars (\$2,500), incurred in conjunction with the processing and documentation of any assignment, subletting, transfer, change of ownership or hypothecation of this Lease or the Lessee's interest in the Premises.

### 13. <u>DEFAULTS; REMEDIES</u>

13.1 <u>Default by Lessee</u>. The occurrence of any one or more of the following events shall constitute a default of this Lease by the Lessee:

13.1.1 The vacating or abandonment of the Premises by the Lessee combined with the failure to pay rent;

13.1.2 The failure of the Lessee to make any payment of rent or any other payment required to be made by the Lessee hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from the Lessor to the Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161;

13.1.3 The failure by the Lessee to observe or perform any of the covenants, conditions or provisions of this Lease (or the covenants, conditions and restrictions governing the Project) to be observed or performed by the Lessee, other than described in Section 12.1.2 hereof, where such failure shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161; provided, further, that if the nature of the Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then the Lessee shall not be deemed to be in default if the Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

13.1.4 The making by the Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Lessee of a petition to have the Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Lessee's assets located at the Premises, or of the Lessee's interest in this Lease, where possession is not restored to the Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Premises or of the Lessee's assets located at the hirty (30) days.

13.2 <u>Remedies for Default by Lessee.</u> In the event of any such default, the Lessor may at any time thereafter, upon notice and demand and without limiting the Lessor in the exercise of any other right or remedy which the Lessor may have by reason of such default or breach:

13.2.1 Terminate the Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Lessor. In such event, the Lessor shall be entitled to recover from the Lessee:

13.2.1.1 The worth at the time of award of the unpaid rent which has been earned at the time of termination;

13.2.1.2 The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

13.2.1.3 The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and

13.2.1.4 Any other amount necessary to compensate the Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to: the cost of recovering possession of the Premises, expenses of releasing including necessary renovation and alteration of the Premises, reasonable attorneys' fees and any other reasonable cost. The "worth at the time of award" of the amounts referred to in subsections (1) and (2) above shall be computed by allowing interest at seven percent (7%) at the time of the award. The "worth at the time of award" of the amount referred to in subsection (3) above shall be computed by discounting such amount at one (1) percentage point above such discount rate.

13.2.2 Suspend or discontinue the services specified in Article 10 above, or any thereof, during the continuance of any such default and any such suspension or discontinuance shall not be deemed or construed to be an eviction or ejection of the Lessee.

13.2.3 Require the Lessee to make payment of all rental obligations in cash or by certified cashier's check.

13.2.4 Pursue any other remedy now or hereafter available to the Lessor under the laws or judicial decisions of the State of California, including, but not limited to, the remedy provided in California Civil Code Section 1951.4 to continue this Lease in effect.

13.2.5 The Lessor, in addition to the rights hereinbefore given in the case of the Lessee's breach or default, may pursue any other remedy available to the Lessor at law or in equity.

13.2.6 The Lessor shall have, and the Lessee hereby grants to the Lessor, a present security interest in the improvements of the Lessee presently, or which may hereinafter be located on the leased Premises, and all proceeds therefrom in accordance with the Uniform Commercial Code of the State of California. The security interest granted by the Lessee to the Lessor hereunder shall secure the full and prompt performance and observance by the Lessee of all of the Lessee's obligations under this Lease, and the Lessee will execute any financing statement required by the Lessee fail to do so, the Lessee authorizes the Lessor to execute such financing statements or other documents to perfect such security interest.

13.3 <u>Default by Lessor</u>. The Lessor shall not be in default of any of the obligations of the Lessor under the Lease, unless the Lessor fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days after written notice by the Lessee to the Lessor specifying wherein the Lessor has failed to perform such obligations; provided, however, that if the nature of the Lessor's default is such that more than thirty (30) days are required for its cure, the Lessor shall not be in default if the Lessor commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event of any such default by the Lessor, the Lessee may pursue any remedy now or hereafter available to the Lessee under the laws of judicial decisions of the State of California, except that the Lessee shall not have the right to terminate this Lease. The Lessee waives any right to deduct the expenses of repairs done by the Lessor on the Lessor's behalf from the rent and waives, except as herein provided, any of the Lessor's obligations for tenantability of the Building or the Premises.

13.4 Late Charges. The Lessee acknowledges that the late payment by the Lessee to the Lessor of rent and other sums due hereunder will cause the Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on the Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from the Lessee shall not be received by the Lessor, or the Lessor's designee, within ten (10) days after the same is due, the Lessee shall pay to the Lessor a late charge equal to five percent (5%) of such overdue amount, monthly, until such overdue amount is paid. The Lessee acknowledges that such late charge represents a fair and reasonable estimate of the cost that the Lessor will incur by reason of a late payment by the Lessee's default with respect to such overdue amounts nor prevent the Lessor from exercising any of the other rights and remedies granted hereunder.

### 14. CONDEMNATION OR RESTRICTION ON USE

14.1 Eminent Domain. If the whole of the Premises, or so much thereof as to render the balance unusable by the Lessee, shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. No award for any partial or entire taking shall be apportioned, and the Lessee hereby assigns to the Lessor any award which may be made in such taking or condemnation, together with any and all rights of the Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give the Lessor any interest in or to require the Lessee to assign to the Lessor any award made to the Lessee for its relocation expenses, the taking of personal property and fixtures belonging to the Lessee, the interruption of or damage to the Lessee's business and/or for the Lessee's unamortized cost of leasehold improvements. The unamortized portion of the Lessee's expenditures for improving the Premises shall be determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of years of the term of this Lease which shall not have expired at the time of such appropriation or taking and the denominator of which shall be the number of years of the term of this Lease which shall not have expired at the time of improving the Premises. In no event shall options to renew or extend be

taken into consideration in determining the payment to be made to the Lessee. The Lessee's right to receive compensation or damages for its fixtures and personal property shall not be affected in any manner thereby.

14.2 <u>Abatement of Rent.</u> In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in proportion to that part of the Premises so made unusable by the Lessee.

14.3 <u>Temporary Taking</u>. No temporary taking of the Premises and/or of the Lessee's rights therein or under this Lease shall terminate this Lease or give the Lessee any right to any abatement of rent hereunder; and any award made to the Lessee by reason of any such temporary taking shall belong entirely to the Lessee and the Lessor shall not be entitled to share therein.

14.4 <u>Voluntary Sale as Taking</u>. A voluntary sale by the Lessor to any public body or agency having the power of eminent domain, either under threat of condemnation while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purpose of this Article 13.

## 15. **BROKERS**

The Lessor acknowledges its obligation to pay a single commission to the broker(s) specified in Item 9 of the Basic Lease Provisions, if any. The Lessee represents and warrants that it has neither incurred nor is aware of any other broker's, finder's, or similar fee in connection with the origin, negotiation, execution or performance of this Lease and agrees to indemnify and hold harmless the Lessor from any loss, liability, damage, cost or expense incurred by reason of a breach of this representation.

### 16. **LESSOR'S LIABILITY**

The term "Lessor" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Building. In the event of any transfer of such title or interest, the Lessor herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from all liability for the Lessor's obligations thereafter to be performed after the date of the transfer; provided, however, that any funds in the hands of the Lessor or the then grantor at the time of such transfer in which the Lessee has an interest shall be delivered to the grantee. The obligations contained in this Lease to be performed by the Lessor shall, subject as aforesaid, be binding on the Lessor's successors and assigns only during their respective periods of ownership.

### 17. PARKING

During the term of this Lease, the Lessee shall have the right in common with other tenants of the Building (if any) and any adjacent buildings, to use the parking area available to tenants of the Building. The Lessee's use of such parking facilities or that of its invitees shall be limited to a maximum of the number of parking spaces shown in Item 10 of the Basic Lease Provisions (but such space will not be separately identified and the Lessor shall have

no obligation to monitor the use of such parking facility), and shall be subject to such rules and regulations as may be established, from time to time, by the Lessor for the effective use of such parking facilities. Such rules and regulations may include, but shall not be limited to, designation of specific areas for use by invitees of the Lessee and the Lessor; hours during which parking shall be available for use; parking attendants; a parking validation or other control system to prevent parking abuse; and such other matters affecting the parking operation to the end that said facilities shall be utilized to maximum efficiency and in the best interest of the Lessor, the Lessee and their respective invitees. The Lessor may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repair or alterations. The Lessor shall not have any express or implied obligation to enforce or police the parking lot usage; provided, however, that Lessor shall not authorize any other person, firm, organization or entity to use the parking lot, except for tenants of buildings in the Project and their invitees in connection with their occupancies at the Project. The Lessee's right to use any area for parking purposes shall be subject to restrictions or other limitations resulting from any laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and no such event shall in any way affect this Lease, abate rent, relieve the Lessee of any liabilities or obligations under this Lease, or give rise to any claim whatsoever against the Lessor; specifically, the Lessee's right to use any area for parking purposes shall be subject to any preferential parking program for participants in any ridesharing program established by the Lessor.

#### 18. <u>GENERAL PROVISIONS</u>

#### 18.1 Estoppel Certificate

18.1.1 The Lessee shall at any time, and from time to time, upon not less than fifteen (15) days' prior written notice from the Lessor, execute, acknowledge and deliver to the Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are no, to the Lessee's knowledge, uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

18.1.2 The Lessee's failure to deliver such statement within such time shall be conclusive upon the Lessee that (i) this Lease is in full force and effect without modification except as may be represented by the Lessor, (ii) there are no uncured defaults in the Lessor's performance, and (iii) not more than one (1) month's rent has been paid in advance.

18.1.3 If the Lessor desires to finance or refinance the Premises, or any part thereof, the Lessee shall deliver to any lender designated by the Lessor such financial statements of the Lessee as may be reasonably required by such lender. All such financial statements shall be received by the Lessor in confidence and shall be used only for the purposes herein set forth.

22

18.2 <u>Severability</u>. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

18.3 <u>Time of Essence</u>. Time is of the essence in the performance of all terms and conditions of this Lease in which time is an element.

18.4 <u>Captions</u>. Article and Section captions have been inserted solely as a matter of convenience and such captions in no way define or limit the scope or intent of any provision of this Lease.

18.5 <u>Notices</u>. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to the Lessor and the Lessee respectively at the addresses set forth before their signatures in Item 11 of the Basic Lease Provisions, or to such other or additional persons or at such other addresses as may, from time to time, be designated in writing by the Lessor or the Lessee by notice pursuant hereto.

18.6 <u>Waivers</u>. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act. The acceptance of rent hereunder by the Lessor shall not be a waiver of any preceding breach by the Lessee of any provision hereof, other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

18.7 <u>Holding Over</u>. If the Lessee holds over after the expiration or earlier termination of the term hereof without the express written consent of the Lessor, the Lessee shall become a tenant at sufferance only at one hundred fifty percent (150%) of the monthly rent for the Premises then in effect for the space, in effect upon the date of such expiration or earlier termination (subject to adjustment as provided in Article 3 hereof and prorated on a daily basis), and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by the Lessor of rent after such expiration or earlier termination shall not constitute a consent to a holdover hereunder or result in a renewal. The foregoing provisions of this Section are in addition to and do not affect the Lessor's right of re-entry or any other rights of the Lessor hereunder or as otherwise provided by law.

18.8 <u>Cumulative Remedies</u>. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.9 <u>Inurement.</u> Subject to any provisions hereof restricting assignment or subletting by the Lessee and subject to the provisions of Article 15 hereof, the terms and conditions contained in this Lease shall bind the parties, their personal representatives, successors and assigns.

18.10 <u>Choice of Law.</u> This Lease shall be governed by the laws of the State of California.

18.11 <u>Subordination</u>. This Lease shall, at the Lessor's option, be either superior or subordinate to mortgages or deeds of trust on the Premises, whether now existing or hereinafter created. The Lessee shall, upon written demand by the Lessor, execute such instruments as may be required, from time to time, to subordinate the rights and interest of the Lessee under this Lease to the lien of any mortgage or deed of trust on the Building. Notwithstanding any such subordination, so long as the Lessee is not in default hereunder, this Lease shall not be terminated or the Lessee's quiet enjoyment of the Premises disturbed in the event such mortgage or deed of trust is foreclosed. In the event of such foreclosure, the Lessee shall thereupon become a Lessee of, and attorn to, the successor in interest to the Lessor on the same terms and conditions as are contained in this Lease.

18.12 Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce the provisions of this Lease, the prevailing party shall be entitled to recover actual attorneys' fees incurred in bringing such action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of the action and shall be paid whether or not such action is prosecuted to judgment. The attorneys' fees to be awarded to the prevailing party may be determined by the court in the same action or in a separate action brought for that purpose. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of actual attorneys' fees and costs incurred in enforcing such judgment. The award of attorneys' fees shall not be computed in accordance with any court schedule, but shall be made so as to fully reimburse the prevailing party for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate the prevailing party for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith. For purposes of this Section, attorneys' fees shall include, without limitation, attorneys' fees, paralegal fees, costs and expenses incurred in relation to any of the following: post-judgment motions; contempt proceedings, garnishment, levy and debtor or third party examinations; discovery; and bankruptcy litigation.

18.13 Lessor's Access. After providing the Lessee with twenty-four (24) hours' prior written notice, unless in case of emergency, the Lessor and the Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lessees, or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the Building as the Lessor may deem necessary or desirable. The Lessor may at any time place on or about the Building any ordinary "For Sale" signs and the Lessor may, at any time during the last one hundred eighty (180) days of the term hereof (or during any period in which the Lessee is in default under this Lease), place on or about the Building any ordinary "For Sale", "For Lease" or similar signs, all without rebate of rent or liability to the Lessee. Notwithstanding the foregoing, Lessor shall provide a copy of Lessee's Premises key to the fire department, which will be located in a Knox Box at the entry of the building. Said Knox Box shall only be accessible to the fire department.

18.14 <u>Corporate Authority</u>. If the Lessee is a corporation, the Lessee shall, at the Lessor's request, require that each individual executing this Lease on behalf of said corporation represent and warrant that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said

corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. The Lessee shall also, at the Lessor's request, within thirty (30) days after execution of this Lease, deliver to the Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

18.15 <u>Surrender or Cancellation</u>. The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, and shall terminate all or any existing subleases, unless the Lessor elects to treat such surrender or cancellation as an assignment to the Lessor of any or all of such subleases.

18.16 <u>Entire Agreement</u>. This Lease and the exhibits hereto which by this reference are incorporated herein as though set forth in full herein, covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning the Premises and the Building, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. The Lessor has made no representations or promises whatsoever with respect to the Premises or the Building, or the design configuration of the Project, except those contained herein, and no other person, form or corporation has at any time had any authority from the Lessor to make any representations or promises on behalf of the Lessor. If any such representations or promises have been made by others, the Lessee hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding.

Except as otherwise provided herein, nothing expressed or implied herein is intended or shall be construed to confer upon or grant any person any rights or remedies under or by reason of any term or condition contained in this Lease.

18.17 <u>Signs.</u> No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed to or near any part of the outside or inside of the Building without the written consent of the Lessor, which shall not be unreasonably withheld, first had and obtained and without full compliance with all governmental requirements and with the Project Signage Plan and any other required consents. The Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of the Lessee. All approved signs shall be installed at the Lessee's sole cost and expense. The Lessee further agrees to maintain any such approved signs, as may be approved by the Lessor, in good condition and repair at all times. The Lessee shall not place any sign on a vehicle or movable object in or on the street adjacent to the Project.

18.18 <u>Interest on Past Due Obligations</u>. Any amount due from the Lessee to the Lessor hereunder which is not paid when due shall bear interest at seven percent (7%), from the date due until paid, but the payment of such interest shall not excuse or cure any default by the Lessee.

18.19 <u>Gender: Number</u>. Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

18.20 <u>Recording of Lease</u>. The Lessee shall not record this Lease without the express written consent of the Lessor. If such permission is granted, at the expiration or sooner termination of this Lease, the Lessee shall execute, acknowledge and deliver to the Lessor, within ten (10) days after written demand from the Lessor, any quitclaim deed or other document reasonably required by any reputable title company to remove the cloud of this Lease from the title of the real property subject to the Lease.

18.21 <u>Waiver of Subrogation</u>. The Lessor and the Lessee each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or any damage to such waiving party or its property, or the property of others under its control, to the extent that such loss or damage is insured against under any valid and collectible insurance policy in force at the time of such loss or damage. The Lessee shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

18.22 <u>Confidentiality of Lease</u>. The Lessee acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of the Lessor. Disclosure of the terms hereof could adversely affect the ability of the Lessor to negotiate other leases with respect to the Building and impair the Lessor's relationship with other tenants of the Building. The Lessee agrees that it, its partners, officers, directors, employees and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the Lessor. It is understood and agreed that damages would be an inadequate remedy for the breach of this provision by the Lessee, and the Lessor shall have the right to specific performance of this provision and to injunctive relief to prevent its breach or continued breach.

18.23 <u>Quiet Enjoyment.</u> Provided the Lessee has performed all of the terms, covenants, agreements and conditions of this Lease, including the payment for rent and all other sums due hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereof, but subject to the provisions and conditions of this Lease against the Lessor and all persons claiming by, through or under the Lessor. The Lessee's right to use the Premises and the Common Area as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and no such event shall in any way affect this Lease, abate rent, relieve the Lessee of any liabilities or obligations under this Lease or give rise to any claim whatsoever against the Lessor.

18.24 <u>Window Coverage</u>. The Lessor shall select a standard mini-blind type and color for all windows to be covered by the Lessee. No window covering, including, but not limited to, coatings or draperies, shall be used by the Lessee without the Lessor's written approval.

18.25 <u>Materials Storage Restrictions.</u> The Lessee agrees to conduct its business so as not to violate or exceed the design standards of the fire protection system or any insurance policies maintained by the Lessor pursuant to Article 7.

18.26 <u>No Agency</u>. Neither party is the agent or partner of the other, and the legal relationship between the parties hereto shall be governed solely by the terms of this Lease when duly executed by both parties with respect to the transactions contemplated hereby.

18.27 <u>Force Majeure.</u> Notwithstanding any of the items set forth above, the Lessor shall bear no liability of whatever kind to the Lessee if, despite the Lessor's exercise of due diligence, the Lessor's carrying out of its obligations, as defined herein, is prevented or delayed by legal action, or by the exercise of governmental authority, whether federal, state or county, or other or by force majeure, strikes, riots, acts of God, war, adverse weather conditions, fire, unavoidable casualties, or acts of third parties beyond the Lessor's control.

18.28 <u>Accord and Satisfaction</u>. No payment by the Lessee or receipt by the Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

18.29 Financial Statements. The Lessee shall deliver to the Lessor, prior to the execution of this Lease, its financial statement, and the annual financial statements of the Lessee within ninety (90) days after the end of the Lessee's fiscal year, which shall be certified by the Lessee as true and correct. The Lessee shall also provide financial statements of any guarantor of this Lease, which shall be certified as true and correct by such guarantor. Such financial statements shall be based upon reasonable accounting principles applied on a consistent basis. The financial statement shall clearly show sufficient information to accurately depict the financial condition of the Lessee as of the date thereof. Any misrepresentations in the Lessee's statements will be considered, at the Lessor's option, as a breach of a material provision of this Lease. If the Lessee is a partnership or joint venture, such financial statements shall, upon the Lessor's request, be accompanied by similar financial statements of each general partner or joint venture of the Lessee, which such similar statements shall be certified to be true and correct by the subject thereof. Within five (5) days following written request by the Lessor delivered after any default by the Lessee in the payment of any sums owing under this Lease, whether or not any time period allowed for the cure of such default has expired, the Lessee shall provide the Lessor with copies of the Lessee's financial statement for the end of the most recent quarter of the Lessee's fiscal year, and the Lessee's financial statement (including year to date information) for the end of the month preceding such default. In each case, such financial statement shall meet all of the preceding requirements for annual financial statements. The Lessee's failure to deliver the financial statements contemplated hereby within the time specified shall constitute a material default by the Lessee under this Lease.

18.30 <u>Supersedes Proposal to Lease</u>. This Lease supersedes any proposals regarding the leasing of the Premises, whether written or oral, and any such proposals will be terminated, and of no force or effect, effective upon the execution of this Lease.

18.31 <u>Construction</u>. The provisions of this Lease should be liberally construed to effectuate its purposes. The language of all parts of this Lease shall be construed simply according to its plain

meaning and shall not be construed for or against either party, as each party has participated in the drafting of this Lease and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

# 19. <u>CONSTRUCTION</u>

19.1 <u>Lessor's Work.</u> Lessor shall deliver the Premises to Lessee in clean condition with all building systems in good working order, with a code compliant turnkey build-out as shown on Exhibit A and subject to mutually acceptable construction plans and building standard finishes, materials and specifications. Lessee shall pay for it's phone and data cabling costs. Lessor shall contract directly with Trabucco Construction and PK Architecture to complete Lessor's Work.

19.2 <u>Punch List Items.</u> The Lessor shall, at its expense, promptly correct all items not conforming with the plans and specifications of which the Lessor is notified by the Lessee in writing within ninety (90) days after the Lessee takes possession of the Premises.

19.3 <u>Lessor's Warranty</u>. The Lessor warrants the Building, building systems and the Lessee's improvements installed in the Premises by the Lessor against any defects in materials and workmanship of which the Lessor is notified by the Lessee in writing within one (1) year after the date of completion of the work in question. The Lessor further warrants that the construction of the Building and such tenant improvements will upon completion comply with all applicable statutes, ordinances, rules, regulations, orders and requirements of governmental authorities in effect as of the commencement of the lease term.

# 20. OPTIONS TO EXTEND

Provided that (1) Lessee is not then in default under any of the terms of this Lease or at the expiration of the initial term of this Lease or the prior option term, as applicable, nor has any event occurred which upon notice or lapse of time, or both, would create a default, and (2) Lessee has not assigned this Lease nor sublet the Premises in whole, Lessee shall have the option to extend the term of this Lease for one (1) additional periods of thirty-six (36) months. This option is personal to Lessee and any Permitted Transferee and they may not be transferred to any person or entity, whether in connection with any assignment or sublease or otherwise, without the prior written consent of Lessor.

Should Lessee exercise the option, the terms and conditions of the extended term shall be in accordance with the terms and conditions of this Lease, except for the provisions relating to the Rent as provided in this <u>Article 20</u>.

Rent to be paid by the Lessee to the Lessor for the option period shall increase by three percent (3%). (The monthly rent for each subsequent year of the extended term shall be increased in accordance with <u>Section 3.5</u> hereof.)

To exercise the option to extend, Lessee must give notice in writing of its election to exercise such option to Lessor a minimum of one hundred eighty (180) days and a maximum of two hundred seventy (270) days prior to expiration date.

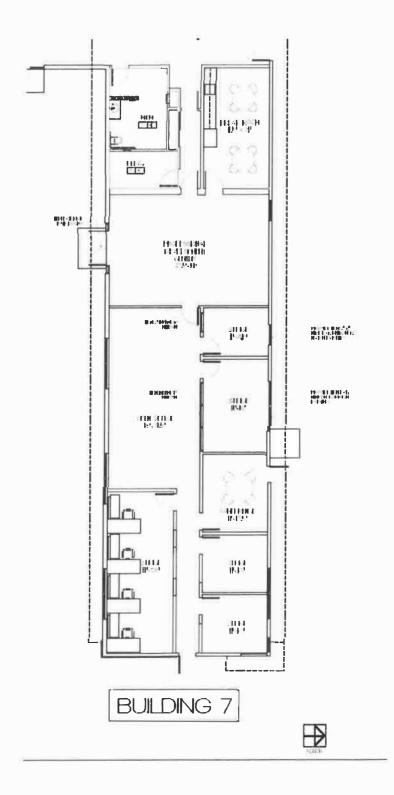
#### 21. ACCESSABILITY; AMERICANS WITH DISABILITY ACT

The Premises have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

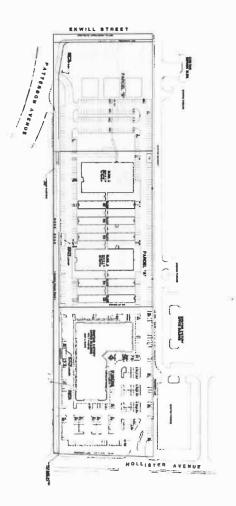
# EXHIBIT A

# PREMISES



# **EXHIBIT B**

# CONFIGURATION OF PROJECT, LOCATION OF BUILDING(S), PREMISES AND ASSOCIATED COMMON AND PARKING AREAS



#### EXHIBIT C

#### **COMMENCEMENT DATE MEMORANDUM**

With respect to that certain Lease ("Lease") dated \_\_\_\_\_\_, 2021, between Santa Barbara County Special Education Local Plan Area, a Joint Powers Education Agency ("Lessee"), and Patterson Associates, LLC, a California limited liability company ("Lessor"), whereby Lessor leased to Lessee and Lessee leased from Lessor a portion of Building 7 located at 5385 Hollister Avenue, Santa Barbara, California, consisting of approximately 2,850 rentable square feet ("Premises"), Lessor and Lessee each hereby acknowledges and certifies to the other as follows:

(1) Lessor delivered possession of the Premises to Lessee in a substantially completed condition on \_\_\_\_\_, 20\_\_;

(2) The Rent Commencement Date is \_\_\_\_\_, 20\_\_;

(3) Lessee is currently in possession of the Premises, and Lessor's Work is complete, except for the following punch list items:

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2021.

"Lessee"

Santa Barbara County Special Education Local Plan Area, a Joint Powers Education Agency

By: \_\_\_\_\_, its \_\_\_\_\_

"Lessor"

**Patterson Associates, LLC**, a California limited liability company

By: \_\_\_\_\_\_\_ Jeffrey C. Bermant Its: Manager

#### EXHIBIT D

#### **RULES AND REGULATIONS**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside of the Building without the written consent of Lessor first had and obtained and Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice to and at the expense of Lessee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Lessee by a person approved of by the Lessor.

Lessee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.

2. The directory of name identification of the Building, if any, will be provided exclusively for the display of the names and location of Lessee and other Lessees in the Building, and Lessor reserves the right to exclude any other names therefrom.

All sidewalks, halls, passages, exits, entrances of the Building, if any, shall not be 3. obstructed by any Lessee or used by it for any purpose other than for ingress to and egress from its respective Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and pool are not for the use of the general public and the Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Lessor shall be prejudicial to the safety, character, reputation and interests of the Building and its Lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Lessee normally deals in the ordinary course of Lessee's business unless such persons are engaged in illegal activities. No Lessee and no employee or invitee of any Lessee shall go upon the roof of the Building without the prior consent of Lessor. For purposes of Lessee's obligations, if any, of repair and maintenance of the heating, ventilating and air conditioning systems of the Premises, Lessee shall use a maintenance firm selected or designated by Lessor unless Lessee demonstrates by written evidence reasonably satisfactory to Lessor that the rates quoted by such firm for such work are not competitive with rates quoted by one or more other firms which Lessee proposes to use.

4. Lessee may install new or additional locks or any bolts on any door of the premises; however, Lessee shall provide Lessor with access to the premises in the event of an emergency access requirement upon one hour notice.

5. Lessee shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof.

6. Lessee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises (except for customary cleaning supplies in ordinary quantities), or

permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Lessor or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.

7. Any cooking shall be limited to the use of microwave ovens for the preparation of food items, teas, hot chocolate and similar items by Lessee for its employees and business visitors. Nor shall the Premises be used for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

8. Other than stored in a proper manner allowed for by governmental ordinances and in a manner consistent with Article 5.4 of this Lease, Lessee shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Lessor. Any permitted corrosive, flammable or other special wastes shall be handled for disposal as directed by Lessor.

9. Each Lessee, upon the termination of its tenancy, shall deliver to the Lessor the keys of offices, rooms and toilet rooms, if any, which shall have been furnished the Lessee or which the Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay the Lessor therefor.

10. No Lessee shall lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the Lessor. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Lessee by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

11. Lessee shall see that the doors of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other tenants or occupants of the Building or Lessor.

12. Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.

13. Requirements of Lessee as to any matters within Lessor's obligations pursuant to its Lease will be attended to only upon application at the Lessee's address for notices. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the Lessor, and no employee will admit any person (Lessee or otherwise) to any office without specific instructions from the Lessor.

14. Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and street address of the Building of which the Premises are a part, but the street address shall not be changed unless required by a governmental agency.

15. Lessee shall not disturb, solicit or canvass any occupant of the Building and shall cooperate to prevent same.

16. Without the written consent of Lessor, Lessee shall not use the name of the Building in connection with or in promoting or advertising the business of Lessee except as Lessee's address.

17. Lessee's use of the common areas shall be limited to access and parking purposes and under no circumstances shall Lessee be permitted to store any goods or equipment, conduct any operations, or construct or place any improvements, barriers or obstructions in the common areas, or otherwise adversely affect the appearance thereof.

18. Canvassing, soliciting and peddling in the Building are prohibited and Lessee shall cooperate to prevent the same.

19. Lessee shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of its premises.

20. Lessor reserves the right to make such other and further nondiscriminatory Rules and Regulations as in its reasonable judgment may be necessary for the safety, care and cleanliness of the Premises and the Building and for the preservation of good order therein. Lessee agrees to abide by all such Rules and Regulations which are adopted.

# TABLE OF CONTENTS

1.	LEASE OF PREMISES1	
2.	TERM	
	2.1	Commencement of Term1
	2.2	Delay in Commencement
2	DENT	
3.		2
	3.1	Base Rent
	3.2	Additional Rent
	3.3	No Reduction or Offset
	3.4	Definitions
	3.5	Rent Adjustment
	3.6	Calculation and Payment
	3.7	End of Term5
4.	SECURITY	DEPOSIT6
5.	USE	
	5.1	Use
	5.2	Compliance with Law; Nuisance
	5.3	Insurance Cancellation
	5.4	Hazardous Substances
	5.5	Environmental Laws
	515	5.5.1 Compliance with Environmental Laws
		5.5.2 Hazardous Materials Handling
		5.5.3 Notices
		5.5.4 Indemnification of Lessor
6		
6.		NCE, REPAIRS AND ALTERATIONS
	6.1	Lessor's Obligations
	6.2	Lessee's Obligations
	6.3	Alterations and Additions
	6.4	Surrender
	6.5	Lessor's Rights
7.	INSURANCE	<u>E</u> 12
	7.1	Lessee's Liability Insurance
	7.2	Lessee's Worker's Compensation Insurance
	7.3	Lessee's Fire and Extended Coverage Insurance
	7.4	Policy Requirements
	7.5	Lessor's Rights

## Page

## Table of Contents [cont'd]

#### Page

	7.6	Lessor's Insurance	13
	7.7	Indemnification	13
	7.8	Exemption of Lessor from Liability	
8.	DAMAGE O	R DESTRUCTION	14
	8.1	Partial Damage	14
	8.2	Damage Near End of Term	14
	8.3	Abatement of Rent; Lessee's Remedies	14
	8.4	Insurance Proceeds Upon Termination	15
	8.5	Restoration	15
9.	PERSONAL	PROPERTY TAXES	15
10.	UTILITIES		15
11.	SIGNAGE		16
12.	ASSIGNMEN	NT AND SUBLETTING	16
13.	FAULTS: RE	MEDIES	18
	12.1	Default by Lessee	
	12.2	Remedies for Default by Lessee	
	12.3	Default by Lessor	
	12.4	Late Charges	
14.		ATION OR RESTRICTION ON USE	
	13.1	Eminent Domain	
	13.2	Abatement of Rent	
	13.3	Temporary Taking	
	13.4	Voluntary Sale as Taking	21
15.	BROKERS		21
16.	LESSOR'S L	IABILITY	22
17.	PARKING		22
18.	GENERAL P	ROVISIONS	23
	18.1	Estoppel Certificate	
	18.2	Severability	
	18.2	Time of Essence	
	18.5	Captions	
	18.5	Notices	
	10.5		23

# Table of Contents [cont'd]

361

## Page

	18.6	Waivers	23
	18.7	Holding Over	24
	18.8	Cumulative Remedies	24
	18.9	Inurement	24
	18.10	Choice of Law	24
	18.11	Subordination	24
	18.12	Attorneys' Fees	24
	18.13	Lessor's Access	25
	18.14	Corporate Authority	25
	18.15	Surrender or Cancellation	25
	18.16	Entire Agreement	25
	18.17	Signs	25
	18.18	Interest on Past Due Obligations	26
	18.19	Gender; Number	26
	18.20	Recording of Lease	26
	18.21	Waiver of Subrogation	26
	18.22	Confidentiality of Lease	26
	18.23	Quiet Enjoyment	26
	18.24	Window Coverage	27
	18.25	Materials Storage Restrictions	27
	18.26	No Agency	27
	18.27	Force Majeure	27
	18.28	Accord and Satisfaction	27
	18.29	Financial Statements	27
	18.30	Supersedes Proposal to Lease	28
	18.31	Construction	28
19.	CONSTRUCT	ION	28
	19.1	Lessor's Work	28
	19.2	Punch List Items	28
	19.3	Lessor's Warranty	28
20.	OPTIONS TO	EXTEND	28
21.	ACCESSIBIL	ITY; AMERICAN WITH DISABILITY ACT	28



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director Jennifer Connolly, SBCSELPA Coordinator

Re: SBCSELPA 2022-2023 Alternate Dispute Resolution (ADR) Outcomes

#### **BACKGROUND:**

- SBCSELPA has been awarded a grant from CDE to implement the *Alternative Dispute Resolution* (*ADR*) process. We are currently in year eighth of this grant cycle.
- SBCSELPA has been awarded a second grant from CDE in response to AB130 for the purpose of implementing dispute prevention and voluntary alternative dispute resolution activities stemming from the COVID-19 public health emergency. The grant is a two-year grant with the end date of June 2023.
- > Annually updated information regarding ADR grant outcomes is presented to the JPA Board.
- For the 2022-2023 academic year the SBCSELPA Coordinator facilitated the ADR process for SBCSELPA and the Santa Barbara County LEA's who participated.
- > Below is a list of all ADR grant activities that have taken place to date:
  - September 1, 2022, December 1, 2022, April 26, 2023, SBCSELPA ADR Cadre Meetings.

#### SBCSELPA ADR Cadre Team:

Patty Moore, Help Me Grow Santa Barbara County Amy Gillespie, School Psychologist, SBCEO Beverly Sherman, Coordinator, Santa Ynez Valley Consortium Jamie Carpio, Program Facilitator, Santa Barbara Unified School District Dr. Karla Curry, Special Education Director, Santa Barbara Unified School District Chantal Martinez, Coordinator, Lompoc Unified School District Ashley Johnson, Coordinator, Goleta Union School District Rusty Gordon, Special Education Director, Orcutt Union School District Meghan Davy, Manager, Alpha Family Empowerment Center Nathan Moreno, Special Education Director, Guadalupe Union School District Stacy Tolkin, Special Education Director, Santa Barbara Charter School Luis Correa, Special Education Director, Adelante Charter School Dr. Ray Avila, Executive Director, SBCSELPA Jennifer Connolly, Coordinator, SBCSELPA.

- Additional (ADR) countywide events were offered in 2022-2023. REF: IX-B.2
- > The outcome data for 2022-2023 ADR process is outlined on the attached chart. **REF: IX-B.1**



# Santa Barbara County Special Education Local Plan Area... a Joint Powers Agency

#### SBCSELPA ADR OUTCOME DATA 2022-2023 SCHOOL YEAR

Date	Referred Back to District	ADR	Facilitated IEP	Area(s) of Dispute	Resolved	Unresolved CDE Complaint Filed, Due Process or Advocate /Attorney Retained
9/9/2022	Yes	Yes	Yes	Transition, Services after HS	Yes	Settlement
10/6/2022	Yes	Yes	Yes	IEP Unsigned. Communication breakdown	Yes	Yes
10/17/2022	N/A	Yes	Yes	Counseling, Social Emotional Support Services	N/A	ADR declined by parent/district.
11/28/2022	Yes	Yes	Yes	Counseling, Social Emotional Supports and Services	No	No
2/22/2023	Yes	Yes	Yes	NPS Placement, continuation of Services	Yes	Settlement
4/25/2023	N/A	Yes	Yes	Initial Referral/ChildFind: Private school issue at Goleta	N/A	N/A



#### SBCSELPA ADR OUTCOME DATA 2021-2022 SCHOOL YEAR

Date	Referred Back to District	ADR	Facilitated IEP	Area(s) of Dispute	Resolved	Unresolved CDE Complaint Filed, Due Process or Advocate /Attorney Retained
10/13/2021	N	Y	Y	IEP Unsigned. Communication breakdown	Yes	N/A
12/8/2021	N	Y	???	Denial of SPED to student. Notices allegedly not sent to parent.	No	Unresolved.
12/14/2021	N	Y	Y	Offer of FAPE agreed but blocked by family. NPA services also blocked by family.	No.	Settlement.
2/14/2022	N	Y	N	Parent disputes offer of FAPE, services in place, transportation.	N/A	District collaborating with parent
4/1/2022	N	Y	Y	Student unilaterally placed in NPS by parent without district approval in IEP.	Yes	N/A
4/8/2022	N/A	N	N/A	Logistical issues of virtual services. Parent & LEA dispute over IEP. <i>No intake completed.</i>	N/A	N/A



### Santa Barbara County Special Education Local Plan Area...a Joint Powers Agency

August, 2022	<ul> <li>Aug. 2, 10:00-11:00: ADR Presentation to SBCSELPA Staff</li> <li>Aug. 26, 1:00-2:30: Regional SELPA ADR Cohort</li> </ul>
September	• Sept. 1, 8:30-9:30: ADR Cadre Meeting
October	<ul> <li>Oct. 3, 9:30-10:30: ADR Presentation to SBCSELPA Community Advisory Committee (CAC)</li> <li>Oct. 10, 3:00-4:30: Notetaking in IEPs with Dr. Margaret Saleh</li> <li>Oct. 12, 8:30-12:30: Engaging in Challenging Conversations, Greg Abell Sound Options Group (Virtual and In Person)</li> <li>Oct. 21, 9:45-10:30: Manifestation Determination with Dr. Margaret Saleh to SEAM</li> <li>Oct. 25-Oct. 27: CADRE Conference (Jennifer and Patty Moore) Denver, Colorado</li> </ul>
November	<ul> <li>Nov. 1, 8:30-10:30: Hot Topics with Jan Tomsky, Fagen, Friedman, and Fulfrost</li> <li>Nov. 15, 10:00-1:00: IEP Basics, SBCSELPA and Alpha Resource Center for parents</li> <li>Nov. 30, 8:30-12:30: Engaging in Challenging Conversations, Greg Abell Sound Options Group (Virtual and In Person)</li> </ul>
December	<ul> <li>Dec. 1: ADR Cadre Meeting</li> <li>Dec. 12, 4:00-5:00: Engaging Challenging Conversations, Coaching with Greg Abell</li> </ul>

#### Santa Barbara County SELPA Alternative to Dispute Resolution (ADR) Countywide Events Offerings for 2022-2023 By Month



# Santa Barbara County Special Education Local Plan Area...a Joint Powers Agency

	1
	• Dec. 14, 4:00-5:00: Engaging Challenging Conversations, Coaching with Greg Abell
January, 2023	<ul> <li>Jan. 11-13: ACSA Conference (Ray, Alison, Jennifer)</li> <li>Jan. 18, 8:30-12:30: Engaging in Challenging Conversations, Greg Abell Sound Options Group (Virtual and In Person)</li> <li>Jan. 23, 4:00-5:00: Engaging Challenging Conversations, Coaching with Greg Abell</li> <li>Jan. 25, 4:00-5:00: Engaging Challenging Conversations, Coaching with Greg Abell</li> </ul>
February	<ul> <li>Feb. 1, 8:30-12:30: Engaging in Challenging Conversations, Greg Abell Sound Options Group (Virtual and In Person)</li> <li>Feb. 6, 4:00-5:00: Engaging Challenging Conversations, Coaching with Greg Abell</li> <li>Feb. 8, 11:00-1:00: IEP Chalk Talk, SBCSELPA and Alpha Resource Center for parents</li> <li>Feb. 13, 9:00-11:00: Surrogate Parent Volunteer Training</li> <li>Feb. 13, 4:00-5:00: Engaging Challenging Conversations, Coaching with Greg Abell</li> <li>Feb. 15, 11:00-1:00: IEP Chalk Talk, SBCSELPA and Alpha Resource Center for parents</li> <li>Feb. 15, 11:00-1:00: IEP Chalk Talk, SBCSELPA and Alpha Resource Center for parents</li> <li>Feb. 15, 1:00-3:00: Manifestation Determination, Dora Dome, Esq.</li> </ul>
March	<ul> <li>March 1, 11:00-1:00: IEP Chalk Talk, SBCSELPA and Alpha Resource Center for parents</li> <li>March 8: IEP Chalk Talk, SBCSELPA and Alpha Resource Center for parents</li> </ul>



# Santa Barbara County Special Education Local Plan Area...a Joint Powers Agency

	<ul> <li>March 15-17: Riverside ADR Conference offered to all SBCSELPA Cadre.</li> </ul>
April	<ul> <li>April 17, 10:00-10:30: I've Never Had a Bad IEP, presented by Patty Moore to Community Advisory Committee (CAC)</li> <li>April 18, 1:30-3:30: Hot Topics with Jan Tomsky, Fagen, Friedman, and Fulfrost</li> <li>April 26: ADR Cadre Meeting</li> </ul>
May	<ul> <li>May. 26, 1:00-2:30: Regional SELPA ADR Cohort</li> </ul>
Additional:	<ul> <li>Translation of the Local Plan</li> <li>Translation Services for parent meetings</li> <li>Translation Service for CAC Project 'SBCSELPA Information Flyer for Parents' in Spanish and English</li> </ul>



# Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

Date: June 5, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director Jennifer Connolly, SBCSELPA Coordinator

Re: SBCSELPA Professional Development (PD) Summary for 2022-2023 and Proposed PD Plan for 2023-2024

#### **BACKGROUND:**

- Starting in July 2022, Professional Development trainings were provided to Special Education Directors and other Santa Barbara County staff in the form of LEA requested 'mini' trainings and larger all-day trainings, and multi-day trainings offered in all areas of Santa Barbara County, REF: IX-C.3.
- LEAs contacted SBCSELPA with their 'mini' training topic requests and dates. The SBCSELPA Coordinator confirmed topic, presenter, and date(s) with the LEA. The SBCSELPA staff presented 'mini' trainings free of charge at the time and dates requested by the LEA, often on early release days or staff development days.
- Fifteen networks of Related Service Providers and Special Committees met monthly and bimonthly to collaborate on topics related to their practice. LEAs hosted topics related to their practice to create a countywide community of collaboration and support, REF: IX-C.2.

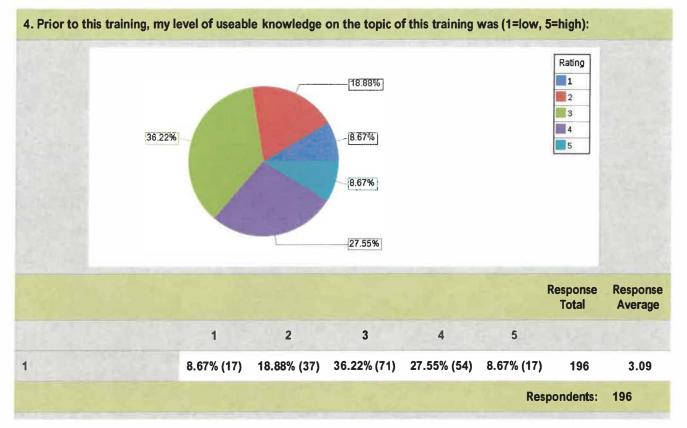
For the 2022-2023 School Year, SBCSELPA organized <u>76 Network Meetings which included</u> presentations hosted by various LEAs.

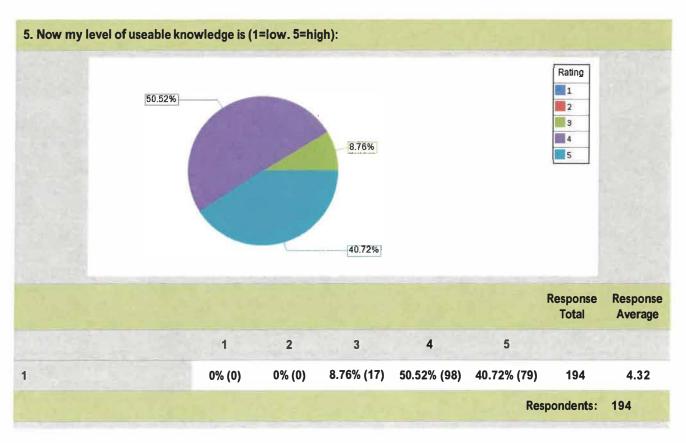
For the 2022-2023 School Year, SBCSELPA Staff have conducted 69 'Mini' trainings.

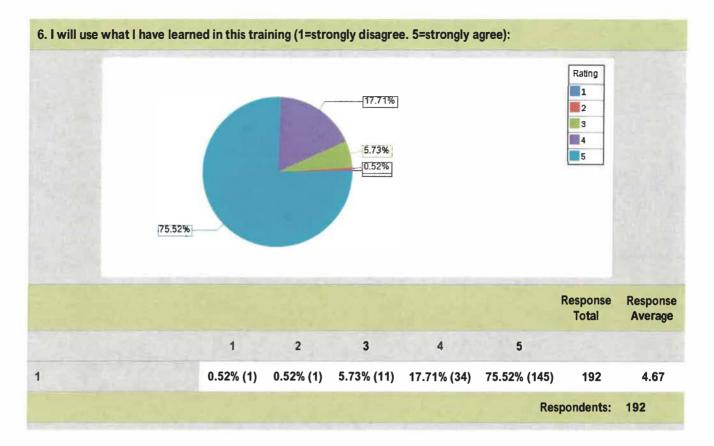
For the 2022-2023 School Year, SBCSELPA has conducted 103 'County-wide' trainings.

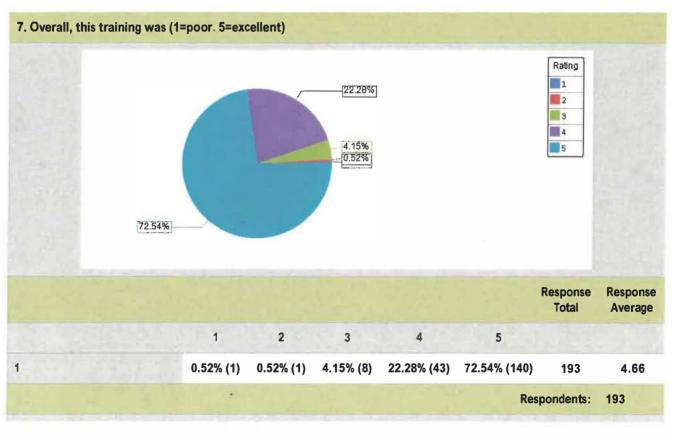
Participant Attendance to all SBCSELPA trainings equaled 2, 464.

- SBCSELPA and various vendors provided multiple, shorter Zoom training to all audiences. Topics for these trainings were organized and decided upon from the feedback provided by the 2022-2023 SBCSELPA Survey given to all staff on the SELPA listserv throughout Santa Barbara County.
- Training evaluations were provided to all participants to gain feedback at the end of each Professional Development Zoom event throughout the 2022-2023 school year. Evaluations from 194 participants revealed 98.96 % would use the information presented from all the training courses attended in their work. Participants gave an overall rating of "4.66" out of "5" for all SELPA trainings with a score of "5" being the highest, **REF: IX-C.2.**
- New Professional Development offerings for the 2023-2024 school year will be determined and provided based upon the results of the 2023 SBCSELPA Survey in the One-Year-Plan. The options for 'in person trainings' vs. 'virtual' and 'hybrid- virtual or in person' trainings projections provided.









#### 8. What aspects of this training were most beneficial? Why?

1. Most of it was pretty basic knowledge that anyone who has worked in schools previously should be implementing already. However, it was good for any new service providers to hear and the examples from the presenter were good.



Santa Barbara County Special Education Local Plan Area

## SBCSELPA Network Meetings

2022-2023

School	Dates	Host/ Topic
Psychologists		
Network		
	Tuesday, September 12, 8:30-9:00	
	Tuesday, October 10, 8:30-9:00	
	Tuesday, November 7, 8:30-9:00	
	Tuesday, February 13, 8:30-9:00	
	Tuesday, March 12, 8:30-9:00	
	Tuesday, April 16, 8:30-9:00	
	Padlet:	
	https://padlet.com/mslaterselpa4200/school-psychologist-network-89vie4gxtgk9tzbh	
Speech and	Dates	Host/ Topic
Language		
Network		
	Thursday, September 15 2:00-2:30	
	Thursday, October 20 2:00-2:30	
	Thursday, December 15 2:00-2:30	Zoe Bristol, Goleta
	Wednesday, March 1 2:00-2:30	DCLA/ ELL
		Training/ ASHA
	Thursday, May 25 2:00-2:30	Zoe Bristol, Goleta
	Padlet:	
	https://padlet.com/mslaterselpa4200/speech-and-language-network-vzbhxqc0g120qw0s	

Medically	Dates	Host/Topic
Fragile		-
Students		
Network		
	Wednesday, September 28 3:15-4:45	
	Wednesday, January 18 3:15-4:45	
	Wednesday, March 22 3:15-4:45	
	Wednesday, May 17 3:15-4:45	
	Padlet:	
	https://padlet.com/mslaterselpa4200/supporting-students-who-are-medically-fragile-	
	<u>ccrpt8ieogsvhfpw</u>	
Occupational	Dates	Host/Topic
Therapists		
Network		
	Tuesday, Sept. 27 3:00-4:00	Lisa Foote/ Decoste, SAP Data Sheets
	Tuesday, Nov. 29 3:00-4:00	
	Tuesday, Jan. 31 3:00-4:00	
	Tuesday, April 25 3:00-4:00	
	Padlet: https://padlet.com/mslaterselpa4200/occupational-therapy-network-vgw4rp17xko6vd9w	
DHH	Date	Host/Topic
Network		
	February 8 3:20-3:35	
	March 2 3:10-3:40	

Vision	Dates	Host/Topic
	Thursday, October 13, 3:30	
	Tuesday, December 13, 3:30	
	Thursday, January 19, 3:30	
	Tuesday, February 14, 3:30	
	Wednesday, April 19, 3:30	
	Thursday, May 18, 1:30-3:30	
ADR Cadre	Dates	Host/Topic
	Thursday, Sept.1 8:30-9:30	Jennifer/ ADR Procedures
	Wednesday, October 12, 8:30-12:30, SBCSELPA In Person, Virtual option	Greg Abell and Carlo Rossi Event
	Wednesday, November 30. 8:30-12:30 SMB Souza Center In Person, Virtual option	Greg Abell and Carlo Rossi Event
	Thursday, December 1, 8:30-9:30	Jennifer/ Case Updates, Training
	Wednesday, January 18, 8:30-12:30, SBCSELPA In Person, Virtual option	Greg Abell and Carlo Rossi Event
	Wednesday, February 1, 8:30-12:30, SMB Souza In Person, Virtual option	Greg Abell and Carlo Rossi Event
	Wednesday through Friday, March 15- Friday, March 17	Riverside ADR Conference

	Wednesday, April 26, 8:30-9:30 Same Zoom Link:	Riverside ADR Recap
	https://us06web.zoom.us/j/89645942651?pwd=dWpTQlhxVWZCQmtkeGUralZaWFIyQT09	
SIRAS Office	Date	Host/Topic
Hours		
	Monday, August 29 3:00-4:00	Jennifer/ Support
	Monday, September 19 3:00-4:00	Jennifer/Support
	Monday, October 31 3:00-4:00	Jennifer/Support
	Monday, November 14 3:00-4:00	Jennifer/Support
	Monday, December 5 3:00-4:00	Jennifer/Support
	Monday, January30 3:00-4:00	Jennifer/ Support
	Monday, February 13 3:00-4:00	Jennifer/Support
	Monday, March 20 3:00-4:00	Jennifer/Support
	Monday, April 17 3:00-4:00	Jennifer/Support
	Monday, May 15 3:00-4:00	Jennifer/Support
	Same Zoom Link: https://us06web.zoom.us/j/83626754205?pwd=eG9Fa3RaR3BXYkNaZ2pMU3NVc0tJUT09	
SIRAS Forms	Dates	Host/Topic
Committee		110st/10pic
	Friday, September 16 2:00-3:00	
	Friday, December 9 8:30-9:30	
	Friday, March 3 8:30-9:30	
	Friday, April 14 8:30-9:30	

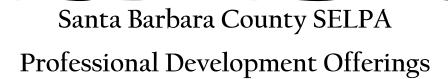
PENT Team	Date	Host/Topic
Events		
	Thursday, September 29 1:30-3:00	Cody Jacobs/
		Essential 10: 1 and
		2 Phil Pandac/
	Thursday, October 27 1:30-3:00	Essential 10: 3 and
		4
	Thursday, November 17 1:30-2:30	Carrie
		Hicinbothom and
		Yolanda Horton
		Essential 10: 5 and
	Thursday, January 26 1:30-3:00	6 Phil
	Thuisday, January 201.50 5.00	Essential 10: 7 and
		8
	Thursday, March 23 1:30-3:00	Billy Headrick
		Essential 10: 9 and
	PENT Presenters create their own Zoom link and share with Brian Helt <u>bhelt@sbcselpa.org</u>	10
	PENT Presenters create their own Zoom link and share with Brian Heit <u>Diett@sbcsetpa.org</u>	
Special	Dates	Host/Topic
Education		
Leadership		
Meeting		
	Monday, August 29 9:00-10:00	Jennifer/SEAM
	Monday, September 26 9:00-10:00	Jennifer/SEAM
	Monday, October 31 9:00-10:00	Jennifer/SEAM
	Monday, November 28 9:00-10:00	Jennifer/SEAM
	Monday, January 30 9:00-10:00	Jennifer/SEAM

	Monday, February 27 9:00-10:00	Jennifer/SEAM
	Monday, March 27 9:00-10:00	Jennifer/SEAM
	Monday, May 1 9:00-10:00	Jennifer/SEAM
	Monday, May 22 9:00-10:00	Jennifer/ SEAM
Adapted P.E	Dates	Host/Topic
Network		
	Thursday, October 6 2:30-3:00	
	Thursday, December 1 2:30-3:00	
	Thursday, February 2 2:30-3:00	
	Thursday, April 20 2:30-3:00	
Transition Network Team	Dates	Host/Topic
Meetings		
	Wednesday, September 21, 4:00-7:00, In person	Transition Fair at San Marcos HS
	Wednesday, October 5, 4:00-7:00, In Person	Transition Fair at TCRC Santa Maria
	Tuesday, October 18 3:00-4:00, Virtual	Jennifer Connolly Agency Presentations (Meeting)
	Tuesday, November 1 2:00-3:00, Virtual	Jennifer Connolly Local Colleges Presentations (Meeting)
	Wednesday, November 16 2:30-4:30, Virtual	Agency Presentations (Virtual event)

Tuesday, Japping 24 2:00 2:00 Vintual	Innifan Connall-
Tuesday, January 24 2:00-3:00, Virtual	Jennifer Connolly
	Local and
	Residential
	Presentations
	(Meeting)
Tuesday, February 7 2:00-3:00, Virtual	Jennifer Connolly
	Local and
	Residential
	Presentations
	(Meeting)
Wednesday, February 8, 4:00-5:00, Virtual	Local Colleges of
	Santa Maria
	Virtual
Wednesday, February 15, 4:00-5:00, Virtual	Local Colleges of
	Santa Barbara
	Virtual
Tuesday, February 28, 4:00-5:00, Virtual	Residential
	Colleges
Tuesday, March 7, 4:00-5:00, Virtual	Residential
	Colleges
Tuesday, March 14, 4:00-5:00, Virtual	Residential
ruesday, Waren 11, 1.00 5.00, Virtuar	Colleges
Tuesday, March 21, 4:00-5:00, Virtual	Residential
ruesday, March 21, 4.00-5.00, viituar	
Traveler Mar 2 2:00 2:00	Colleges
Tuesday, May 2, 2:00-3:00	Jennifer Connolly
	Debrief on Series,
	goals for 2023-
	2024
Padlets:	
Think College Presentations	
https://padlet.com/mslaterselpa4200/think-postsecondary-think-college-presentation	<u>ns-</u>
n5t729nqxx5rodzd	

	TNT Padlet: <u>https://padlet.com/mslaterselpa4200/transition-network-team-tnt-2esrgmovl6fv0jbg</u> Transition Assessments: <u>https://padlet.com/mslaterselpa4200/transition-assessments-t86lmlxavrm7wtkc</u>	
SLD	Dates (Confirm with Deborah Umansky, Amy Taylor, and Barbara Katic)	Host/Topic
Manual/PSW Team		
	Wednesday, September 14 8:30-9:30	
	Wednesday, October 19 8:30-9:30	
	Wednesday, December 7 8:30-9:30	
	Wednesday, February 15 8:30-9:30	
	Wednesday, March 8 8:30-9:30	
	Wednesday, April 19 8:30-9:30	
	Wednesday, May 10 8:30-9:30	
	Padlet: https://padlet.com/mslaterselpa4200/specific-learning-disability-team-qag3kotxkmyqb33x	
		-
Nurses	Date	Host/Topic
	Nurses Survey to go out September 1 (topics for symposium, locations, time) *check google doc.	Jennifer
	Wednesday, September 13 11:00-11:30	Jennifer/ Symposium
	February 27, 3:00	
	Wednesday, May 3 (Buellton Sideways Inn)	
Interpretoro	Date	Host/Topic
Interpreters	Wednesday, October 19, 9:30-10:30	1030/10/10

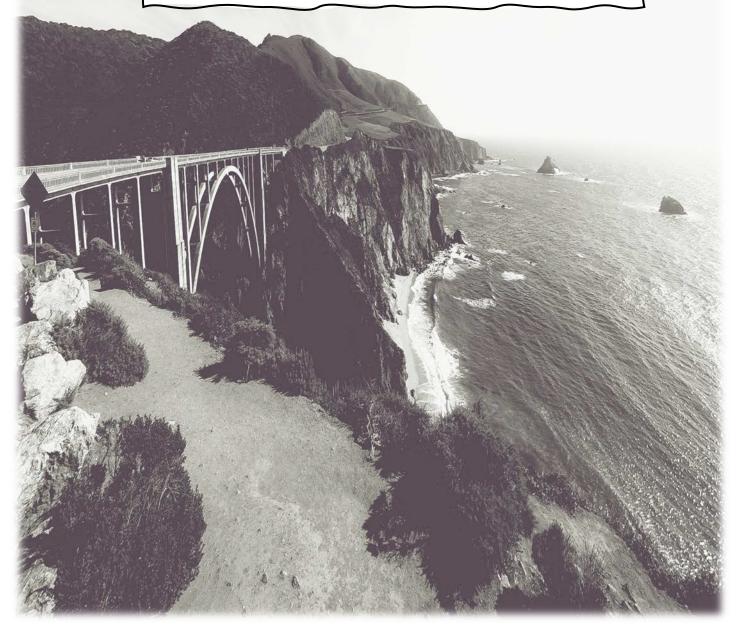
Wednesday, February 8, 8:30-9:30	
Wednesday, April 19, 9:30-10:30	
Padlet:	
https://padlet.com/mslaterselpa4200/san-luis-obispo-and-santa-barbara-selpa-interpreter-translat-c63d3o	os9ic56xejn



2022-2023

May





# Professional Development Offerings

# Table of Contents

	Page
Santa Barbara County SELPA	3
The Law, Child Find	4
District Special Education Programs	5
About professional development offerings	6
How to schedule a professional development offering	6
Professional Development Calendar of Events by the Month	7
Professional Development Event Descriptions by Topic	34
'Mini' LEA Professional Development Topics Available Upon Request	47
LEA Scheduled 'Mini' Professional Development	51
SBCSELPA Staff	55
Presenter contacts	56
CPI Instructors	57
ADR Cadre	59
Available Resources	
OMS Online Registration for Events	60
Special Education Parent Handbook	
What are all these IEP Documents? Parent Questions for an IEP	
SBCSELPA Local Plan	
SBCSELPA Procedural Handbook	
Special Education Parent Handbook	
Turning 3: Transition from Early Start to Preschool	
SIRAS Systems (IEP development)	
Santa Barbara SBCSELPA Conference Room	
SBCSELPA YouTube Channel for all recorded trainings	

#### Santa Barbara County Special Education Local Plan Area SELPA

he 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 <u>www.sbcselpa.org</u> 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 <u>all</u> 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.

<u>All</u> 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 <u>jconnolly@sbcselpa.org</u> 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. <u>Attendance</u>: Participants of the Mini Professional Development events <u>do not</u> have to register on OMS.
- 6. For Nonviolent Crisis Prevention Intervention (NCPI) contact Alison <u>alindsey@sbcselpa.org</u>

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 <a href="https://sbcselpa.kl2oms.org/">https://sbcselpa.kl2oms.org/</a>.
- 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 <a href="https://sbcselpa.kl2oms.org/">https://sbcselpa.kl2oms.org/</a>

# 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

				1
	Dynamic Duo!		Specialists, SLPS, Service	
	Terrific Trio!		Providers, Administrators	
	Effectively			
	Teaming with		1.5 hours Watch with your teams	
	Paraeducators		,	
	to Support			
	Students			
August				
August 18, 2022	GROW	Alison	Goleta USD/In Person	Free
8:00-4:00		Lindsey		
Goleta USD		Rosy Bucio		
Coleta COD		Rosy Ducio		
August 18, 2022	NCPI- Initial	Bethany	SMB Souza Center/ In person	Free
8:30-3:30		Schacherer		
			Andianaa, All Staff	
SMB Souza		Jennifer	Audience: All Staff	
Center		Connolly		
August 22, 2022		Brian	Virtual	Enco
August 23, 2022	SIRAS Fall 1		Virtual	Free
8:30-11:30	for	Marcontell,		
Virtual	CALPADS/	SIRAS	Audience: CALPADS and MIS	
	MIS Clerks	Systems	Clerks, Leadership	
August 24, 2022	NCPI-	Rosy Bucio	Hope/In Person	Free
8:30-3:30	Refresher	Alison	1	
Hope SD		Lindsey		
hope of		Lindsey		
August 24, 2022	Behavior Data	Phil Pandac	Virtual	Free
9:00-10:30	Collection	1 mil 1 undue		1100
Virtual	Concetion		Audience: All staff and NPA/S	
virtual				
4 25 2022	NODI	4.14	Certification	
August 25, 2022	NCPI-	Alison	SBCSELPA/In Person	Free
8:30-3:30	Refresher	Lindsey		
SBCSELPA		Natalie	Audience: All Staff	
		Facio-Leon		
August 26, 2022	Managing	Phil Pandac	SBCEO North/In Person	Free
9:00-10:30	Classroom			
SBCEO North	Behavior			
August 29, 2022	SIRAS Office	Jennifer	Virtual: Same línk monthly	Free
3:00-4:00	Hours	Connolly	, include on the mine monthly	1100
	110015	Connony	Andianas All ++ ff	
Virtual			Audience: All staff	
August 30, 2022	MIGDAS-2:	Marilyn	Registration:	Free
0			8	1100
8:30-3:30	Autism	Monteiro,	https://pages.wpspublish.com/live-	
Virtual	Evaluations to	PhD.	<u>training-august</u>	

	Process Individualized School-Based Assessment Across Age and Ability Levels		Audience: School Psychologists, Education Specialists, Leadership	
August 30, 2022	Transition	Jennifer	Virtual	Free
2:00-3:00	Network	Connolly		
Virtual	Team (TNT)		Audience: TNT Network	
	meeting			



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

# <u>September</u>

## National Guide Dog Month

## International Day of Sign Language, September 23

# International Week of the Deaf, September 20-27

September				
Date/	Name of Event	Presenter	Virtual/ In person/	Free/
Time/Location			Audience	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 <u>https://scoe.gosignmeup.com/</u> public/Course/ browse?courseid=12236 *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

September				
September 13, 2022 2:30-3:30 Virtual	AT Orientation to the Open Access Flip Kit	Lisa Foote	Virtual Audience: All Staff, Gen Ed.	Free
September 14, 2022 9:00-10:30 Virtual	Proactive Behavior Strategies	Phil Pandac	Virtual/for all staff and NPA/S Cert.	Free
September 15, 2022 8:30-3:30	NCPI- Initial	Joe Isaacson Jermaine Powell	SBCSELPA/In Person Audience: All Staff	Free
SBCSELPA				
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 <u>kmakena@smbsd.net</u> or Amber Walz <u>awalz@smbsd.net</u>	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	What are Evidence Based Practices for	Rosy Bucio, CAPTAIN RIL	Virtual Audience: All Staff	Free
Virtual September 19, 2022 3:00-4:00	Autism? SIRAS Office Hours	Jennifer Connolly	Virtual Same link for all meetings	Free
Virtual			Audience: All Staff	

September 20, 2022 8:30-9:00 Virtual	School Psychologist Network Meeting	Jennifer Connolly	Virtual Audience: CCASP, Leadership, School Psychologists	Free
September				
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
September				
September 27, 2022 3:00-4:00 Virtual	OT Network	Jennifer Connolly Lisa Foote	Virtual Audience: Countywide OTs	Free
September 28, 2022 8:30-3:00 SBCSELPA	Diagnostic Center of Southern California Inclusive Education for Students with Moderate-Severe Disabilities	Nicole Ward	In Person/ SBCSELPA Audience: All Educators and Leadership	Free
September 28, 2022 1:30-3:00 Guadalupe	Staff and Student Well-Being: The Impacts of COVID and where to go from here	Alison Lindsey	In Person/ Guadalupe USD	Free
September 28, 2022 3:15-4:45 Virtual	Supporting Medically Fragile Students Network	SLO SELPA and SBCSELPA	Virtual	Free
September 29, 2022 9:00-12:00 In Person 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	Behavior: Essential 10, Day	Cody Jacobs, PENT Team	Virtual	Free
1:30-3:00 Virtual	l: Challenging Behavior and Frequency, Intensity, Duration		Audience: All staff	

# 2022-2023 Professional Development

## Calendar of Events by the Month

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

# October

# Dyslexia Awareness Month, Learning Disability Awareness Month

## ADHD Awareness Month

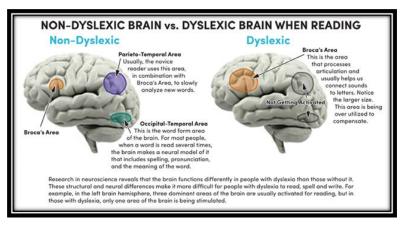
### National Physical Therapy Month

### 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	
October				
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 <u>kmakena@smbsd.net</u> or Amber Walz <u>awalz@smbsd.net</u>	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
October				
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 <u>mdavy@alphasb.org</u> 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			



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

## 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 Tomsky	Jan Tomsky, Fagen, Friedman, and Fulfrost	Virtual Audience: All Staff	Free
November 1, 2022 2:00-3:00 Virtual	Transition Network Team (TNT) Meeting	Jennifer Connolly	Virtual Audience: TNT	Free
November 3, 2022 8:30-3:30 In Person/ SMB Souza Center	NCPI Refresher	Chyelin Andreadakis Jennifer Connolly	In Person/ SMB Souza Center Audience: All Staff	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 <u>https://scoe.gosignmeup.com</u> /public/Course/browse? courseid=12238 *Participant may need to create a free account with SCOE.	Free
November				
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 <u>kmakena@smbsd.net</u> or Amber Walz <u>awalz@smbsd.net</u>	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,	The	Dr. Feifer	Virtual: Hosted by SLO and	Free
2022	Neuropsychology		Santa Barbara SELPA	
12:30-3:30	of Reading			
Virtual	Disorders: An		Audience: School	
	Introduction to		Psychologists, SLPS,	
	the FAR		Leadership	
November 29,	OT Network	Jennifer	Virtual	Free
2022		Connolly		
3:00-4:00		Lisa Foote	Audience: Countywide OTs	
November 30,	ADR Abell and	Greg Abell and	Virtual Live,	Free
2022	Rossi	Carlo Rossi	North County In person	
8:30-12:30			SMB Souza Center	
Virtual/ In			South County Zoom	
person			_	
			Audience: All staff, Parents	

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

## December

## International Day of Persons with Disabilities

December				
Date/ Time/Location	Name of Event		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

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

## January

Date/	Name of	Presenter	Virtual/ In person/	Free/
Time/Location	Event		Audience	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 Vírtual 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

### Chronic Traumatic Encephalopathy (CTE) Awareness



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

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

## <u>February</u>

## Vision Awareness Month

## Heart Awareness Month

February				
Date/	Name of Event	Presenter	Virtual/ In person/	Free/
Time/Location			Audience	Cost
February 1, 2023	ADR Abell and	Greg Abell	Virtual Live	Free
8:30-12:30	Rossi	and Carlos	In Person North County	
Virtual Live		Rossi	SMB Souza Center	
			South County Zoom	

February 6 OR February 13, 2023	Engaging in Challenging	Greg Abell and Carlo	Virtual	Free
4:00-5:00 Virtual	Relationships (Coaching)	Rossi	Audience: All Staff	
February 7, 2023 2:00-3:00	Transition Network Team (TNT)	Jennifer Connolly	Virtual	Free
Virtual	Meeting		Audience: TNT	
February 8, 2023	Interpreter/	SBCSELPA	Virtual	Free
8:30-9:30 Virtual	Translator Network	and SLO SELPA	Audience:	
			Interpreters/Translators	
February 8, 2023 9:30-12:00 Virtual Recorded	IEP Chalk Talk for Parents	Alpha Resource Center and	Virtual- Spanish and English	Free
		SBCSELPA	Audience: Parents	
February 8, 2023 3:20-3:35	DHH Meeting	Taryn Hurvitz	Virtual	Free
Virtual			Audience: DHH Staff	
February 8, 2023 4:00-5:00	Residential Colleges Presentations:	SBCSELPA and TNT	Virtual	Free
Virtual	Fresno State Wayfinders		Audience: Leadership, Counselors, School	
			Psychologist, Agencies, Transition Educators,	
			Parents	
February 9, 2023 8:30-3:30	NCPI-Refresher	Jermaine Powell	In Person/ SBCSELPA	Free
SBCSELPA		Chris	SDC3LLI A	
obcollini		Osborne	Audience: All Staff	
February 9, 2023	Teaching Language	Lillian	Virtual- registration	Free
3:00-4:00	Comprehension in a	Duran,	through SCOE	
Virtual	Structured Literacy	Ph.D		
	Approach	offered by	https://scoe.gosignmeup.	
		Sacramento	<u>com/public</u>	
		COE, project lead for CA	/Course/browse? courseid=12240	
		Dyslexia		
		Initiative	*Participant may need to	
			create a free account	
			with SCOE.	
February 13, 2023	SIRAS Office Hours	Jennifer	Virtual	Free
3:00-4:00		Connolly		

Virtual			Audience: All staff,	
February 15, 2023 9:30-12:00 Virtual Recorded	IEP Chalk Talk for Parents	Alpha Resource Center and SBCSELPA	Parents 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 <u>kmakena@smbsd.net</u> or Amber Walz <u>awalz@smbsd.net</u>	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 <u>https://sbcselpa.k12oms.org/</u>

## 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	SIRAS Forms	Jennifer	Virtual	Free
8:30-9:30 Virtual	Committee	Connolly	Audience: Forms Committee	
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 <u>https://scoe.gosignmeup.com/public/</u> Course/ browse?courseid=12241 *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 Trauma	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	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)	Support Needs 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 <u>https://sbcselpa.k12oms.org/</u>

## <u>April</u>

### Autism Awareness Month

### Administrative Professionals Day, April 27

### Administrative Assistants Day, April 27

April				
Date/	Name of Event	Presenter	Virtual/ In person/	Free/
Time/Location			Audience	Cost
April 6, 2023	NCPI- Initial	Chyelin Andreadakis	In Person/	Free
8:30-3:30		Billy Headrick	SMB Souza Center	

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	Free
			psychologists, speech- language pathologists, occupational therapists, and early childhood special education teachers.	
April 13, 2023 1:00-3:30 Virtual Watch party	Still Not Producing- Assessment and Interventions for	Southern California Diagnostic Center	Virtual recorded- Watch party at SBCSELPA or Zoom	Free
party	Students with Executive Functioning Difficulties		Audience: School Psychologists, Special Education Staff	
April 14, 2023 8:30-9:30 Virtual	SIRAS Forms Committee	Jennifer Connolly	Virtual Audience: Forms	Free
VIItuai			Committee	
April 17, 2023 1:45-2:45	Behavioral Principles: Visual	Rosy Bucio	Virtual	Free
Virtual	Supports		Audience: All Staff	-
April 17, 2023 3:00-4:00 Virtual	SIRAS Office Hours	Jennifer Connolly	Virtual Audience: All Staff	Free
Viituai			Authence. An Stan	
April 18, 2023 1:30-3:30	Hot Topics in Special	Jan Tomsky, Fagen, Friedman, and	Virtual	Free
Virtual	Education with Jan Tomsky	Fulfrost	Audience: All Staff	
April 20, 2023 2:30-5:00 Virtual	Assessment and Intervention for Childhood	Southern California Diagnostic Center	Virtual recorded event- watch on Zoom.	Free
Recorded Watch Party	Apraxia of Speech (CAS)		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				
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 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.

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

May

Mental Health Awareness, May 10-16

Teacher Appreciation, May 9

Nurses, May 6

May				
Date/	Name of	Presenter	Virtual/ In person/	Free/ Cost
Time/Location	Event		Audience	
May 1, 2023 2:00-3:00	Transition Network	Jennifer Connolly	Virtual	Free
Virtual	Team (TNT)	,	Audience: TNT	
May 2, 2023	SIRAŚ	Brian	Virtual/ Recorded	Free
8:30-11:30	Updates	Marcontell,		
Virtual	and End of	SIRAS	Audience: CALPADS/ MIS	
	Year	Systems	Clerks, Leadership	
	Reminders	2	-	
	with Brian			
	Marcontell			
May 3, 2023	Nurses	SBCSELPA	In Person	Free
Time TBD	Symposium			
In Person	· •		Audience: All SB County	
			Nurses, Leadership	

Buellton				
Sideways Inn				
Vintage Hall 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 <u>https://scoe.gosignmeup.com/</u> public/Course/browse? courseid=12242 *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 SBCSELPAs	Supporting Medically Fragile Students Network	SLO and SBCSELPAs	Virtual Audience: Teachers and Related Services of Medically Fragile Students	Free
May 19, 2023 9:00-3:30 Virtual	CCASP Symposium	Leah Smith, General Counsel School and College Legal	Virtual, Audience: School Psychologist and Administrators.	\$60 for nonmember \$30 Members

Dr. Debra	
Berghauser,	
NCSP	



A

### 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.

### <u>Administrators</u>

### 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

### <u>Assessment</u>

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: <u>https://www.openaccess-ca.org/at-flipkit</u>

### <u>Autism</u>

### Evidence Based Practices in Autism by C.A.P.T.A.I.N.

C.A.P.T.A.I.N. (California Autism Professional Training and Information Network) provides statewide access to training and resources in Evidence Based Practices (EBPs) that are culturally sensitive, family centered, cost effective, and competency based. Supporting locally based trainings with trainers of trainers at the local level. Emphasizing how to use EBPs to assist students in accessing the California Common Core State Standards and developing College and Career Readiness. Providing ongoing training, support, and technical assistance to implement EBPs and ensure fidelity of implementation. Supporting the development of local multiagency collaborations to support consistent use of EBPs. In addition to providing web-based access to materials and resources that are vetted and aligned with current EBPs.

### Menu of event choices for LEA requested event:

- 1. What are EBPs
- 2. Antecedent Based Intervention
- 3. Prompting
- 4. Reinforcement

- 5. Self-Management
- 6. Social Narratives
- 7. Social Skills Training
- 8. Task Analysis
- 9. Time Delay
- 10. Video Modeling
- 11. Visual Supports

## B

#### Behavior

### Data Collection in Special Education

In this training, participants will have the opportunity to learn about the most common types of data systems used in special education programs (e.g., frequency, duration) and how different IEP goals require different types of data collection. Particular attention will also be given to how to accurately collect ABC data and participants will have opportunities to practice this through case examples and group activities.

### Understanding the Functions of Behavior

The focus of this training will be helping participants learn that behaviors are information and serve different functions. Once functions are understood then skills can be developed that allow students to navigate through struggles in a more adaptive manner.

### Fundamentals of Behavior

To help educational staff broaden their understanding of "behaviors" in students, this training will introduce them to the science of behavior, including the neuro-biological cycle of behavior that is true for all human beings. Additionally, information related to ACES, trauma, learning challenges, and chronic stress experiences will be presented to help participants examine their own narratives about behaviors in students.

#### De-Escalation Strategies: Guiding Principles and Next Steps

In this training, participants will have the opportunity to learn guiding principles for deescalating 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.

### <u>Creating a Culture of Wellness How to support Intentionally and Meaningfully Support</u> <u>Staff Well- Being</u>

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.

# <u>C</u>

### 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.

### D

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 <u>https://sbcselpa.kl2oms.org</u>.

### 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 serves, 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: <u>https://www.icoe.org/selpa</u>)

## G

<u>G.R.O.W: G.R.O.W. Growth Mindset, Resilience, Other Centered, Work Ethic (For</u> <u>Therapeutic Learning Programs (T.L.P.):</u>

Introduction to G.R.O.W. for new programs and staff

Participants will receive an overview of the G.R.O.W. program, learning about everything from the foundational principles to the specific program components. Through direct instruction, videos, group discussion, and in-vivo practice of skills, participants will learn the science behind the program as well as how put it into practice in the classroom. Although this training is for staff who are new to the G.R.O.W. program, all are welcome to participate.

### **Skill-Building Sessions**

Participants in the G.R.O.W. Skill-Building Sessions can expect to take a deeper dive into the program components covered in the G.R.O.W. Summit. With facilitation, participants will engage in small group role-play activities to practice the skills taught in the session. Additionally, participants will have the opportunity to connect and consult with the G.R.O.W. learning community to learn from others' successes and problem-solve barriers to program implementation.

## H

Health

Nurses Symposium

All countywide nurses are welcome to the Nurse's Symposium. This network meeting will provide nurses a chance to collaborate on current changes in school health with COVID-19.

## Ī

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.

## Ľ

Legal

Jan Tomsky 'Hot Topics in Special Education'

Jan E. Tomsky is a partner at Fagen, Friedman, & Fulfrost, LLP, serving clients from the Oakland office. A nationally recognized leader in special education law, Ms. Tomsky 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. Tomsky 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. Tomsky 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. Tomsky 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. Tomsky presents 'Hot Topics in Special Education.'

### 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)

<u>NPS/A requirements for annual renewal of certification, including the following as specified in</u> <u>Education Code 56366.1</u>

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.

September 14, 9:00-10:30: Proactive Behavior Strategies (Virtual/Free)
 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)

## R

S

### Reading

Dyslexia Sacramento County Office of Education: California Dyslexia Initiative

### SELPA-Bration

The fourth annual SELPA-Bration 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-Bration May 11, Glen Annie Golf Course Frog Bar and Grill, 5:00-8:00.

### <u>SIRAS</u>

### 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.

# <u>T</u>

### 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 <u>jconnolly@sbceo.org</u> to book a <u>FREE</u> presentation.

### **Behavior Series**

### <u>Understanding Brain States & Behavior</u>

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 participates 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 deescalating 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 SBCSSELPA 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.

### <u>SELPA 28A: SBCSELPA Wrap Supports Referral- recorded available on SBCSELPA</u> <u>YouTube Channel</u>

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.

<u>Mental Health for Families: Supporting the Mental Health of Families and Caregivers</u> <u>during Distance Learning</u>

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.

### <u>SIRAS</u>

### 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.

## <u>'Mini' LEA Professional Development Topics Available Upon Request</u> List of events offered updated monthly.

Contact Jennifer Connolly 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

#### <u>October</u>

- 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 SCIAs
- 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

#### <u>April</u>

- 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 8: College School ADHD

### SBCSELPA Staff (note new emails)

### 5385 Hollister Avenue Bld. 7 Santa Barbara, CA 93111 805-683-1424

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SBCSELPA Executive Director	
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Youth Support Specialist	

Tania Nunez Youth Support Specialist Jazmin Estebez Youth Support Specialist Tina Kurrels WRAP Facilitator tnunez@sbcselpa.org

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#### Professional Development Presenter(s) Information

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Santa Barbara County Special Education Local Plan Area. P.E.N.T. Team (Behavior)

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Lompoc BCBA	
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Alpha Resource Center	
Ivan Alvarez	ialvarez@sbceo.org

SBCEO School Psychologist

Haley Smith

Hope BCBA

**Billy Headrick** 

Alison Lindsey

Phil Pandac

Rosy Bucio

David Ibsen

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#### **CPI Presenters North County**

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#### ADR Cadre

-	1010
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SBCSELPA Coordinator	
Patty Moore	
Alpha Resource Center	
Manager, Children, Family & Advocacy Services	
Dr. Karla Curry	
Program Facilitator, SBUSD	
Jamie Carpio	
Santa Barbara Unified Program Specialist	
Amy Gillespie	
SBCEO School Psychologist	
Beverly Sherman	
Santa Ynez Valley Consortium Coordinator	
Rusty Gordon	
Orcutt, Director of Special Education	
Chantal Martinez	
Lompoc, Program Specialist	
Meghan Davy	
Advocacy Systems Specialist	
Alpha Resource Center	
Nathan Moreno	
Guadalupe, Director of Special Education	
Ashley Johnson	
Goleta, Coordinator	
Stacy Tolkin	
Santa Barbara Charter, Director of Special Education	1
Luis Correa	
Adelante Charter School, Director, or Special Educat	ion
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#### Thank you to all Presenters, Teams, and Cadre for your time and positive energy!

#### Available Resources

OMS Calendar of Events	https://sbcselpa.k12oms.org/
Professional Development	
SBCSELPA Local Plan	www.sbcselpa.org
Educators, Parent Resources	
SBCSELPA Procedural Handbook	www.sbcselpa.org
Educators, Parent Resources	
Special Education Parent Handbook	www.sbcselpa.org
Parent Resources	https://www.sirassystems.org
What are all these IEP Documents? Parent Questions for an IEP	www.sbcselpa.org
Parent Resources	https://www.sirassystems.org
Turning 3: Transition from Early Start to Preschool	www.sbcselpa.org
Parent Resources	https://www.sirassystems.org
SIRAS Systems (IEP development)	https://www.sirassystems.org
Educators Resources	
SBCSELPA YouTube Channel for all recorded trainings	
Santa Barbara SBCSELPA Conference Room	bhelt@sbceo.org
To book Santa Barbara SBCSELPA Conference Room	
Back2School Padlet of Resources <u>https://padlet.com/mslaterselpa42</u>	00/trcig7ygv4ood8uvback2school

#### Professional Development Locations for Larger Events

North: Santa Maria Bonita Souza Center: 708 Miller St. Santa Maria, CA 93454

Mid- County: Buellton Recreation Center: 301 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: June 5, 2023

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: SBCSELPA Community Advisory Committee (CAC) 2022-23 Annual Project

#### **BACKGROUND:**

- SBCSELPA's Community Advisory Committee created a 'SBCSELPA Informational handout for Parents' in English and Spanish to support parent understanding of SBCSELPA and the Resources SBCSELPA provides to parents and families in special education.
- The 'SBCSELPA Informational handout for Parents' will be available in the following locations:
  - 1. In the 'Parent Toolkit' located in the link <u>https://padlet.com/mslaterselpa4200/j40xgmrveeanme51Parentsupport</u>
  - 2. In SIRAS 'Added Forms' library under Parents/IEP Teams category.
  - 3. On the sbcselpa.org website under 'Community and Family Resources' button.
  - 4. Shared with all districts for Parent Meetings and for posting on Parent Square.
  - 5. Shared with all Special Education Staff to hand out during IEP Meetings.
- The 'SBCSELPA Informational handout for Parents' was presented to the Special Education Administrators Meeting (SEAM) on May 19, 2023. District/LEA special education administrators support the proposed project.

RA/JC:lm

### Santa Barbara County

# **Special Education Local Plan Area**



## Parent Information

# Are you concerned with your child's development?

The SBCSELPA provides support and resources to parents of students with disabilities in Santa Barbara County, including assistance with navigating the special education system and accessing appropriate services for children ages birth to 22.

### **Contact Us for Support**



(805) 683-1424

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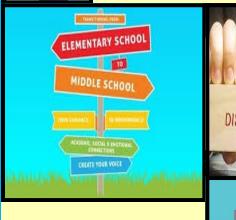
selpa@sbcselpa.org

### https://www.sbcselpa.org

# SBCSELPA Supports Students and Parents



### **Behavior & Mental Health**



**Transition** 



**Dispute** Resolution



Training



# SBCSELPA Supports Special Education Staff





DISPUTE RESOLUTION

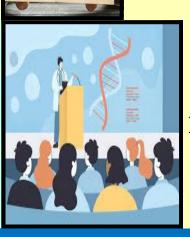
Agency Linkages

**Dispute Resolution** 



**Compliance** 

Behavior & Mental Health



Professional Development Training



Fiscal Management

## **Additional Resources for Parents**

#### <u>Parent IEP Toolkit Padlet</u>

https://padlet.com/mslaterselpa4200/parent-iep-toolkitj40xgmrveeanme5l\_

<u>Parental Special Education Rights and Notice of</u> <u>Procedural Safeguards</u>

https://www.sbcselpa.org/wp-content/uploads/2022/01/ SELPA4-Parents-Rights-3-14-17 English.pdf

#### Special Education Parent Handbook

https://www.sbcselpa.org/wp-content/uploads/2022/02/ MASTER-2019-2020-SBC-SELPA-Parent-Handbook-English-4-29-201.pdf

#### <u>Alternative to Dispute Resolution Informational</u> <u>Flyer</u>

https://www.sbcselpa.org/wp-content/uploads/2022/04/ ADR-Brochure-4-12-2022.pdf

#### Behavior and Mental Health

https://www.sbcselpa.org\_

<u>Professional Development Link to Events by</u> <u>Month</u> Santa Barbara County SELPA Website

https://www.sbcselpa.org

#### **Transition Brochures**

https://www.sbcselpa.org

Transitioning from Early Start to Preschool

https://www.sbcselpa.org/wp-content/uploads/2022/01/ Turning <u>3 Years FINISHED1.pdf</u>

#### Think Postsecondary Think College

https://padlet.com/mslaterselpa4200/thinkpostsecondary-think-college-presentationsn5t729nqxx5rodzd\_

Alpha Family Resource https://alphafrc.org/

<u>Tri-Counties Regional Center</u> <u>https://www.tri-counties.org/</u>

Help Me Grow https://helpmegrowca.org/

https://sbcselpa.k12oms.org\_

# Condado de Santa Bárbara Área del plan local de educación especial



# Información para los padres

# ¿Está preocupado del desarrollo de su hijo/a?

SBCSELPA brinda apoyo y recursos a los padres de estudiantes con discapacidades en el condado de Santa Bárbara, incluida la asistencia para navegar el sistema de educación especial y acceder a los servicios apropiados para niños desde el nacimiento hasta los 22 años. Contáctenos para obtener asistencia



(805) 683-1424

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selpa@sbcselpa.org

https://www.sbcselpa.org

# SBCSELPA apoya a estudiantes y padres



### SBCSELPA apoya al personal de educación especial



Comportamiento



Enlaces de agencias

Resolución de disputas



Cumplimiento

# y Salud mental



Entrenamiento de desarrollo profesional



## Gestión fiscal

## **Additional Resources for Parents**

#### <u>Kit de herramientas del IEP para padres</u>

https://padlet.com/mslaterselpa4200/parent-iep-toolkitj40xgmrveeanme5l\_

<u>Derechos de educación especial para los padres y aviso de garantías procesales</u>

https://www.sbcselpa.org/wp-content/uploads/2022/01/ SELPA4-Parents-Rights-3-14-17 English.pdf

Manual para padres de educación especial

https://www.sbcselpa.org/wp-content/uploads/2022/02/ MASTER-2019-2020-SBC-SELPA-Parent-Handbook-English-4-29-201.pdf

### <u>Folleto informativo de la resolución alternativa de disputas</u>

https://www.sbcselpa.org/wp-content/uploads/2022/04/ ADR-Brochure-4-12-2022.pdf

<u>Comportamiento y salud mental</u>

https://www.sbcselpa.org

<u>Enlace de desarrollo profesional a eventos por mes</u>

https://sbcselpa.k12oms.org

#### <u>Sitio web de SELPA del condado de Santa Bárbara</u>

https://www.sbcselpa.org

Folletos de transición

https://www.sbcselpa.org

Transición de intervención temprana al preescolar

https://www.sbcselpa.org/wp-content/uploads/2022/01/ Turning 3 Years FINISHED1.pdf

#### Recursos para animar la asistencia al colegio

https://padlet.com/mslaterselpa4200/thinkpostsecondary-think-college-presentationsn5t729nqxx5rodzd\_

#### Centro de recursos Alfa para familias

https://alphafrc.org/

Centro regional de los tres condados

https://www.tri-counties.org/

Programa 'Ayúdame a crecer'

https://helpmegrowca.org/

### 2022-23 LEA/District Cost Associated with Due Process SBCSELPA Account Balances

			22-23 to Date					
	Carryov	ver Funding	Α	Allocation		2022-23		Balance
Adelante			\$	5,830	\$	-	\$	5,830.00
Blochman			\$	5 <i>,</i> 580	\$	-	\$	5,580.00
Carpinteria			\$	10,906	\$	-	\$	10,906.00
Family Partnership	\$	10,000.00	\$	6,173	\$	-	\$	16,173.00
Goleta			\$	15,078	\$	-	\$	15,078.00
Guadalupe			\$	8,567	\$	-	\$	8,567.00
Норе			\$	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	\$	52,159	\$	-	\$	141,831.23
Santa Ynez Consortium			\$	36,516	\$	36,516.00	\$	-
SBCEO Direct Services			\$	17,120	\$	8,204.00	\$	8,916.00
TOTAL	\$	99,672.23	\$	300,000	\$	139,812.50	\$	259,854.73

### 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	\$	2,792.50
Мау	\$	50.00
June	\$	-
TOTAL	\$	5,102.50
ENDING BALANCE	\$	319,897.50

### Payments to Law Firms:

	_	
Dannis Woliver Kelley	\$	920.00
Fagen Friedman Fulfrost	\$	1,340.00
Law Office of Melissa Hatch	\$	2,842.50
Liebert Cassidy Whitmore	\$	-
Lozano Smith	\$	-
Musick, Peeler & Garrett	\$	-
Lana Clark	\$	-
Atkinson, Andelson, Loya	\$	-
Payments to Districts	\$	-

#### TOTAL 2022-23 LEGAL SETTLEMENTS TO DATE None

Settlement Agreements	
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#### 2022-23 Year to Date Nonpublic School Placement Costs

					Mental Health	ı Pla	Non-Mental Health	Grand Total					
								Placements		All Place	ements		
	# Students	# Students	SE	LPA Paid		District		SELPA	Total	SELPA 70%	District		SELPA
	Currently	Cumulative		YTD		Estimated	Estimated		Estimated	Districts 30%	Es	timated	Estimated
District	Placed	Placements								Estimated Cost	Cost		Cost
Lompoc Unified	0	1	\$	132,119	\$	27,463	\$	109,835	\$ 137,298		\$	27,463	\$ 109,835
Orcutt Union	1	1	\$	193,044	\$	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	\$	81,013	\$	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
TOTAL	6	9	\$	524,204	\$	207,648	\$	859,678	\$ 1,067,327		\$	207,648	\$ 859,678
2022-23 Mental Health NPS Placement Budget					\$	1,910,000							
Mental Health NPS Placement Expenses to SELPA (Estimate	ed)				\$	859,678							
Mental Health NPS Balance Available (Estimated)					\$	1,050,322							
2022-23 Non Mental Health NPS Placement Budget					\$	360,000							
TOTAL YTD Non Mental Health Placement Costs (SELPA)					\$	-							
Non Mental Health NPS Balance Available (Estimated)					\$	360,000							

<u>Mental Health Placements</u> = 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